

PAHRUMP TOWN BOARD MEETING
BOB RUUD COMMUNITY CENTER
150 NORTH HIGHWAY 160
TUESDAY – 7:00 P.M.
FEBRUARY 23, 2010

AGENDA

1. **Call to Order and Pledge of Allegiance.**
2. **Discussion and possible decision** regarding moving the order of, or deleting an agenda item(s). (Action)
3. **Announcements** (Non-Action)
4. **Advisory Board Reports**, from Advisory Board Chairpersons and/or Town Board Liaisons on the status of Advisory Boards. (Non-Action)
5. **Town Manager Report.** (Non-Action)
6. **Town Board Member's Comments.** (Non-Action)
7. **Discussion and possible decision** to approve replacement copier lease. (Action)
8. **Discussion and possible decision** on approving a contract between the Town of Pahrump and Brian K. Shoemake (Brian K. Media & Design) in regards to designing, operating and hosting the Town of Pahrump's website. (Action)
9. **Discussion and decision** on a Memorandum of Agreement (MOA) between the Town of Pahrump and Nye County, outlining the relationship between the Pahrump Valley Fire-Rescue Service and Nye County Emergency Services. (Action)
10. **Discussion and possible decision** regarding updates from Pahrump Alliance for Valley Economic Development (PAVED) Board. (Action)
11. **Discussion and possible decision** on Pahrump Town Ordinance #39 (PTO #39), an amendment to Ordinance No. 39 of the Unincorporated Town of Pahrump, to revise and restate the Town's regulations concerning the management and maintenance of the Town's cemetery, and providing for other matters properly relating thereto. (Action)
12. **Discussion and possible decision** Consent agenda items: (Action)
 - a. Action – approval of Town vouchers
 - b. Action – approval of Town Board meeting minutes of February 9, 2010
 - c. Action – approval of resignation of Jacob Skinner from the Incorporation Advisory Board.

- d. Action- approval of resignation of Alan Bigelow from the Pahrump Veteran's Memorial Advisory Board.

13. **Future Meetings/Workshops: Date, Time and Location.** (Action)

14. **Public Comment.** Action may not be taken on matters considered during this period until specifically included on an agenda as an action item – NRS241.020 (2)(c)(3). (Non-Action)

15. **Discussion and decision** regarding closed session for the Town Attorney to advise the Town Board regarding initiating arbitration and litigation pursuant to NRS 241.015(2)(b)(2). (Action)

16. **Closed session.**

17. **Discussion and decision** regarding issues addressed in closed session. (Action)

18. **Adjournment.**

A quorum of Advisory Board members may be present at any Town Board meeting but they will not take any formal action.

Any member of the public who wishes to speak during public comment or on an agenda item, at the appropriate time, will be limited to three (03) minutes.

Any member of the public who is disabled and requires accommodations or assistance at this meeting is requested to notify the Pahrump Town Office in writing, or call 775-727-5107 prior to the meeting. Assisted listening devices are available at Town board meetings upon request.

This notice and agenda has been posted on or before 9:00 a.m. on the third working day before the meeting at the following locations: PAHRUMP TOWN OFFICE, COMMUNITY CENTER, TOWN ANNEX, COUNTY COMPLEX, FLOYD'S ACE HARDWARE, CHAMBER OF COMMERCE

AGENDA ITEM REQUEST

Requests and backup **must** be in the Town Office by **Noon, Wednesday** of the week **preceding the Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 7:00 p.m. in the Bob Ruud Community Center.

DATE AGENDA ITEM SUBMITTED
1/20/2010

DATE OF DESIRED BOARD MEETING
1/26/2010

CIRCLE ONE: Discussion, Action, Decision or 

ITEM REQUESTED FOR CONSIDERATION:

Discussion and Possible Decision to Approve a Replacement Copier Lease.

If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.

BRIEF SUMMARY OF ITEM:

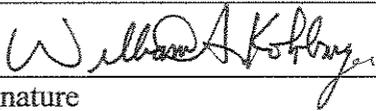
See attached lease material.

BACKUP ATTACHED: YES NO

SPONSORED BY: Town Board & Town Staff

NAME OF PRESENTER(S) OF ITEM: Town Finance Director

William A. Kohbarger
Print Name

 01/20/10
Signature

Town Office
Mailing Address

(775) 727-5107 ext. 305
Telephone Number

#7

MEMO
TOWN OF PAHRUMP
TOWN BOARD MEETING AGENDA ITEM
MEETING DATE: 02-09-10

TO: Town Board

FROM: William A. Kohbarger, Pahrump Town Manager

DATE: February 9, 2010

RE: Follow Up for Approval of Replacement Copier Lease Agreement

1.) Background

This is the staff's follow up response for additional information requested by the Town Board at its last meeting regarding the funding approval request for the town office replacement copier equipment and lease agreement.

a.) Town Office Copier – Cost Comparisons.

After a staff committee of users completed a review of the options, costs, and most importantly service response, the Town Manager is recommending that the best and most responsible vendor would be Xerox Corporation. Depending on the size, lease fees, copy fees, features, usage, and capacity of the range of copiers offered, the costs range from \$282.85 to \$407.83/month. Attachment B provides a summary of the comparative costs.

A.) While no comparison of features and pricing models will ever be identical apples-to-apples, one of the staff's key concerns addressed with the recommended model is reliability and service response, which has been an issue over the course of the current installed equipment

B.) The recommended vendor has a service representative based in Pahrump, and will provide four hour or next day service. This has been the experiences of the installed base with other governmental agencies; whose needs closely mirror the Town's when it comes to agenda packets and deadlines.

C.) More importantly, the installed base of similar copier equipment at both the county and school district involves over 100 various units, and provides a verifiable history of service response and operating performance.

D.) The equipment and agreement terms are part of the State of Nevada Department of Purchasing umbrella bid which allows all local governmental agencies to participate in the costs savings achieved by their volume purchasing capacity and pricing

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E.) The range of “annualized” costs is entirely dependent on copy volume, pricing models and color type of copy.

F.) As with computers and all electronics, after five years of use, there have been substantial changes to copier features and pricing. The newer generation copiers incorporate reliability and green technology improvements which will help reduce staff time, resource use, supplies and costs.

G.) Additionally the proposed agreement has been reviewed by the Town Attorney and one of its unique features is that it emphasizes complete customer satisfaction or replacement, should the model not deliver.

Those of you who use technology can appreciate; this often is a key to operating efficiently and effectively with mandated deadlines. Staff support of agenda packets for the public and advisory boards continues to increase and reliability is one of our key needs.

H.) The amount requested is a not to exceed amount, to allow flexibility to negotiate any additional financing or discount opportunities based on delivery that might become available during the transition

b.) Annex Copier

The smaller HP copier installed at the Annex for the convenience and benefit of the various Advisory Boards which historically have used that meeting space. It is not a high volume copier like the one proposed for approval this evening. It is primarily used for low volume copying of documents which, from my experience, has been typically brought to the meeting for distribution to public or board members for discussion as additional information.

The HP copier was purchased from Wal-Mart 3-4 years ago for approximately \$250. There is no monthly lease payment nor per copy charges like larger machines. Town purchases the ink and paper supplies as needed.

a.) FRS Copier

The copier currently in use at the FRS headquarters was acquired in October, 2008. The 60 month lease agreement is for \$338/ month and \$0.012/copy. The average number of copies per month over the last six months has been 5,140, so the monthly average cost is running \$400/month.

Comparatively, the FRS normally does not have large volume copying jobs such as agenda packets with backup for Town Board, Advisory Boards, or documents such as audits, proposals, or bid specifications.

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We discussed lease consolidation of the FRS and town copiers with Konica but it would cost more. Also the current Konica town copier has had reliability and maintenance response issues which staff does not want to face in the future, and therefore has recommended moving instead to a Xerox model for the reasons listed above.

2.) Fiscal Impact

The lease agreement replaces an expiring copier rental agreement and sufficient funds are available and budgeted in the FY10 General Fund budget for both the operating lease payments and copier charges.

3.) Town Manager Recommendation and Board Action Requested

The Town Manager recommends that the Town Board *move to approve a five year replacement copier lease agreement with the Xerox Corporation in an amount not to exceed \$25,000 for lease and future copier costs and further authorizes the Town Manager to execute appropriate documents, subject to Town Attorney review.*

If you have any additional questions, we would be happy to answer them.

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(Attachment A – Xerox Lease Form)

Lease Agreement



Terms and Conditions

INTRODUCTION:

1. **TOTAL SATISFACTION GUARANTEE.** If you are not totally satisfied with any Xerox-brand Equipment delivered under this Agreement, Xerox will, at your request, replace it without charge with an identical model or, at Xerox's option, with Xerox Equipment with comparable features and capabilities. This Guarantee applies only to Xerox-brand Equipment that has been continuously maintained by Xerox under this Agreement or a Xerox maintenance agreement. For "Previously Installed" Equipment, this Guarantee will be effective for 1 year after installation. For all other Equipment, this Guarantee will be effective for 3 years after installation unless the Equipment is being financed under this Agreement for more than 3 years, in which event it will expire at the end of the initial Term of this Agreement.

GOVERNMENT TERMS:

2. **REPRESENTATIONS & WARRANTIES.** You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

3. **FUNDING.** You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the purchase/maintenance of the Products, and it is your intent to use the Products for the entire term and to make all payments required under this Agreement. If (1) through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) you have made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox in its sole discretion within your general organization who can continue this Agreement, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current year under this Agreement and must certify that the canceled Equipment is not being replaced by equipment performing similar functions during the ensuing fiscal year. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

SOLUTION/SERVICES:

4. **PRODUCTS.** "Products" means the equipment ("Equipment"), Software and supplies identified in this Agreement. You agree the Products are for your business use (not resale) in the United States and its territories and possessions ("U.S.") and will not be used for personal, household or family purposes.

5. **TRADE-IN EQUIPMENT.** You warrant that you have the right to transfer title to the equipment you are trading in as part of this Agreement ("Trade-In Equipment") and that the Trade-In Equipment is in good working order and has not been modified from its original configuration (other than by Xerox). Title and risk of loss to the Trade-In Equipment will pass to Xerox when Xerox removes it from your premises. You will maintain the Trade-In Equipment at its present site and in substantially its present condition until removed by Xerox. You will pay all accrued charges for the Trade-In Equipment (up to and including payment of the final principal payment number) and all applicable maintenance, administrative, supply and finance charges until Xerox

removes the Trade-In Equipment from your premises.

6. **CONSUMABLE SUPPLIES.** If "Consumable Supplies" is identified in Maintenance Plan Features, Maintenance Services will include black toner (excluding highlight color toner), black developer, Cartridges, and, if applicable, fuser agent ("Consumable Supplies"). For full-color Equipment, Consumable Supplies will also include color toner and developer. For Phaser Products, Consumable Supplies may also include, if applicable, black solid ink, color solid ink, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print Cartridges, drum Cartridges, waste trays and cleaning kits. Consumable Supplies are Xerox's property until used by you, and you will use them only with the Equipment for which "Consumable Supplies" is identified in Maintenance Plan Features. If Consumable Supplies includes Cartridges that are furnished with pre-paid shipping labels, you will return used Cartridges to Xerox for remanufacturing. Upon expiration of this Agreement you will return to Xerox any unused Consumable Supplies that are furnished with pre-paid shipping labels and destroy all other unused Consumable Supplies. If your use of Consumable Supplies exceeds Xerox's published yield by more than 10%, Xerox will notify you of such excess usage. If such excess usage does not cease within 30 days after such notice, Xerox may charge you for such excess usage. Upon request, you will provide an inventory of Consumable Supplies in your possession.

7. **CARTRIDGES.** If Xerox is providing Maintenance Services for Equipment utilizing cartridges designated by Xerox as customer replaceable units, including copy/print cartridges and xerographic modules or fuser modules ("Cartridges"), you agree to use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the U.S. Cartridges packed with Equipment and replacement Cartridges may be new, remanufactured or reprocessed. Remanufactured and reprocessed Cartridges meet Xerox's new Cartridge performance standards and contain new or reprocessed components. To enhance print quality, Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. In addition, many Equipment models are designed to function only with Cartridges that are newly manufactured original Xerox Cartridges or with Cartridges intended for use in the U.S.

8. **MAINTENANCE SERVICES.** Except for Equipment identified as "No Svc.", Xerox (or a designated service) will keep the Equipment in good working order ("Maintenance Services"). Maintenance Services will be provided during Xerox's standard working hours in areas open for repair service for the Equipment. Maintenance Services excludes repairs due to: (i) misuse, neglect or abuse; (ii) failure of the installation site or the PC or workstation used with the Equipment to comply with Xerox's published specifications; (iii) use of options, accessories or products not serviced by Xerox; (iv) non-Xerox alterations, relocation, service or supplies; or (v) failure to perform operator maintenance procedures identified in operator manuals. Replacement parts may be new, reprocessed or recovered and all replaced parts become Xerox's property. Xerox will, as your exclusive remedy for Xerox's failure to provide Maintenance Services, replace the Equipment with an identical model or, at Xerox's option, another model with comparable features and capabilities. There will be no additional charge for the replacement Equipment during the remainder of the initial Term. If meter reads are a component of your Maintenance Plan, you will provide them using the method and frequency identified by Xerox. If you do not provide a meter reading, Xerox may estimate the reading and bill you accordingly.

9. **EQUIPMENT STATUS.** Unless you are acquiring "Previously Installed" Equipment, Equipment will be (1) "Newly Manufactured", which may contain some reconditioned components; (2) "Factory Produced New Model", which is manufactured and newly serialized at a Xerox factory, adds functions and features to a product previously disassembled to a Xerox predetermined standard, and contains new and reconditioned components; or (3) "Remanufactured", which has been factory produced following disassembly to a Xerox predetermined standard and contains new and reconditioned components.

10. **SOFTWARE LICENSE.** Xerox grants you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation provided with Xerox-brand Equipment ("Base Software") only with the Xerox-brand Equipment with which it was delivered; and (b) software and accompanying documentation identified in this Agreement as "Application Software" only on any single unit of equipment for as long as you are current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Software". You have no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Software; (2) activate Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Software will reside solely with Xerox and/or its

Lease Agreement



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licensors (who will be considered third-party beneficiaries of this Section). Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Xerox is denied access to periodically reset such code; (y) you are notified of a default under this Agreement; or (z) your license is terminated or expires. The Base Software license will terminate; (i) if you no longer use or possess the Equipment; (ii) you are a lessor of the Equipment and your first lessee no longer uses or possesses it; or (iii) upon the expiration or termination of this Agreement, unless you have exercised your option to purchase the equipment. Neither Xerox nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.

11. SOFTWARE SUPPORT. Xerox (or a designated service) will provide the software support set forth below ("Software Support"). For Base Software, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Xerox stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as you are current in the payment of all applicable software license and support fees. Xerox will maintain a web-based or toll-free hotline during Xerox's standard working hours to report Software problems and answer Software-related questions. Xerox, either directly or with its vendors, will make reasonable efforts to: (a) assure that Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to you. Xerox will not be required to provide Software Support if you have modified the Software. New releases of Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Xerox may make available will be provided at no charge and must be implemented within six months. New releases of Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at Xerox's then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Software governed by the Software License and Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require you to procure, at your expense, additional hardware and/or software from Xerox or another entity. Upon installation of a Release, you will return or destroy all prior Releases.

12. DIAGNOSTIC SOFTWARE. Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Xerox. Title to Diagnostic Software will remain with Xerox or its licensors. Xerox does not grant you any right to use Diagnostic Software, and you will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). You will allow Xerox reasonable access to the Equipment to remove or disable Diagnostic Software if you are no longer receiving Maintenance Services from Xerox.

PRICING PLAN/OFFERING SELECTED:

13. TERM. The Term for each unit of Equipment will commence upon: (a) delivery of customer-installable Equipment; or (b) installation of Xerox-installable Equipment. Unless either party provides notice of termination at least thirty days before the expiration of the initial Term, it will renew automatically on a month-to-month basis on the same terms and conditions. During this renewal period, either party may terminate the Equipment upon at least 30 days notice. Upon termination, you will make the Products available for removal by Xerox. At the time of removal, the Equipment will be in the same condition as when delivered (reasonable wear and tear excepted).

14. PAYMENT. Payment (including applicable Taxes) is due within 30 days after the invoice date, with all charges being billed in arrears. This Agreement will not be automatically renewed.

15. LATE CHARGE. If a payment is not received by Xerox within 10 days after the due date, Xerox may charge, and you will pay, a late charge of 5% of the amount due or \$25, whichever is greater.

16. PRICE INCREASES. Xerox may annually increase the maintenance component of the Minimum Payment and Print Charges, each such increase not to exceed 10.0%. For Application Software, Xerox may annually increase the software license or support fees, each such increase not to exceed 10%. These adjustments will occur at the commencement of each annual contract cycle.

17. DELIVERY, REMOVAL & RELOCATION. Equipment prices include standard

delivery and removal charges. Non-standard delivery and Equipment relocation must be arranged (or approved in advance) by Xerox and will be at your expense.

18. TAXES. You will be responsible for all applicable taxes, fees or charges of any kind (including interest and penalties) assessed by any governmental entity on this Agreement or the amounts payable under this Agreement ("Taxes"), which will be included in Xerox's invoice unless you timely provide proof of your tax exempt status. Taxes do not include personal property taxes in jurisdictions where Xerox is required to pay personal property taxes, and taxes on Xerox's income. This Agreement is a lease for all income tax purposes and you will not claim any credit or deduction for depreciation of the Equipment, or take any other action inconsistent with your role as lessee of the Equipment.

19. PURCHASE OPTION. If not in default, you may purchase the Equipment, "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE, at the end of the initial Term for the "Purchase Option" indicated on the face of this Agreement (i.e., either a set dollar amount or the fair market value of the Equipment at the expiration of the initial Term), plus all applicable Taxes.

20. DEFAULT & REMEDIES. You will be in default under this Agreement if (1) Xerox does not receive any payment within 15 days after the date it is due, or (2) you breach any other obligation in this or any other agreement with Xerox. If you default, Xerox may, in addition to its other remedies (including cessation of Maintenance Services), remove the Equipment at your expense and require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of: (a) all amounts then due, plus interest from the due date until paid at the rate of 1.5% per month; (b) the Minimum Payments (less the Maintenance Services and Consumable Supplies components thereof, as reflected on Xerox's books and records) remaining in the Term, discounted at 4% per annum; (c) the applicable Purchase Option; and (d) all applicable Taxes. You will pay all reasonable costs, including attorneys' fees, incurred by Xerox to enforce this Agreement. If you make the Equipment available for removal by Xerox within 30 days after notice of default, in the same condition as when delivered (reasonable wear and tear excepted), you will receive a credit for the fair market value of the Equipment as determined by Xerox, less any costs incurred by Xerox.

21. REFINANCE. The "Amount Refinanced" is included in the amount financed under this Agreement. If the Amount Refinanced is under an agreement with a third party, you acknowledge you have the right to terminate the agreement and you will provide Xerox with a statement from the third party identifying the equipment at issue, the amount to be paid off and the payee's name and mailing address. If the Amount Refinanced is under an agreement with Xerox, the refinancing will render your prior agreement null and void. If you breach any of your obligations under this Agreement, the full Amount Refinanced will be immediately due and payable.

GENERAL TERMS & CONDITIONS:

22. NON-CANCELABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN. YOUR OBLIGATION TO MAKE ALL PAYMENTS, AND TO PAY ANY OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF XEROX'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER. ANY CLAIM AGAINST XEROX MAY BE ASSERTED IN A SEPARATE ACTION AND SOLELY AGAINST XEROX.

23. REPRESENTATIONS. The individuals signing this Agreement are duly authorized to do so and all financial information you provide completely and accurately represents your financial condition.

24. LIMITATION OF LIABILITY. Except for liability under the indemnification obligations set forth in this Agreement, Xerox will not be liable to you for any direct damages in excess of \$10,000 or the amounts paid hereunder, whichever is greater, and neither party will be liable to the other for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this Agreement, whether the claim alleges tortious conduct (including negligence) or any other legal theory. Any action you take against Xerox must be commenced within 2 years after the event that caused it.

25. CREDIT REPORTS. You authorize Xerox or its agent to obtain credit reports from commercial credit reporting agencies.

26. FORCE MAJEURE. Xerox will not be liable to you during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control. Xerox will notify you if such a circumstance occurs.

27. PROTECTION OF XEROX'S RIGHTS. You authorize Xerox or its agent to file, by

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any permissible means, financing statements necessary to protect Xerox's rights as lessor of the Equipment. You will promptly notify Xerox of a change in ownership, or if you relocate your principal place of business or change the name of your business.

29. WARRANTY & FINANCE LEASE DISCLAIMERS. XEROX DISCLAIMS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. This Agreement is a "Finance lease" under Article 2A of the Uniform Commercial Code and, except to the extent expressly provided herein, and as permitted by applicable law, you waive all of your rights and remedies as a lessee under Article 2A.

29. INTELLECTUAL PROPERTY INDEMNITY. Xerox will defend, and pay any settlement agreed to by Xerox or any final judgment for, any claim that a Xerox-brand Product infringes a third party's U.S. intellectual property rights. You will promptly notify Xerox of any alleged infringement and permit Xerox to direct the defense. Xerox is not responsible for any non-Xerox litigation expenses or settlements unless it pre-approves them in writing. To avoid infringement, Xerox may modify or substitute an equivalent Xerox-brand Product, refund the price paid for the Xerox-brand Product (less the reasonable rental value for the period it was available to you), or obtain any necessary licenses. Xerox is not liable for any infringement based upon a Xerox-brand Product being modified to your specifications or being used or sold with products not provided by Xerox.

30. TITLE & RISK OF LOSS. Until you exercise your Purchase Option: (a) title to Equipment will remain with Xerox; (b) Equipment will remain personal property; (c) you will not attach the Equipment as a fixture to any real estate; (d) you will not pledge, sub-lease or part with possession of it, or file or permit to be filed any lien against it; and, (e) you will not make any permanent alterations to it. Risk of loss passes to you upon delivery and remains with you until Xerox removes the Equipment. You will keep the Products insured against loss or damage and the policy will name Xerox as a loss payee.

31. ASSIGNMENT. Except for assignment by Xerox to a parent, subsidiary or affiliate of Xerox, or to securitize this Agreement as part of a financing transaction ("Permitted Assignment"), neither party will assign any of its rights or obligations under this Agreement without the prior written consent of the other party. In the event of a Permitted Assignment: (a) Xerox may, without your prior written consent, release to the proposed assignee information it has about you related to this Agreement; (b) the assignee will have all of the rights but none of the obligations of Xerox hereunder; (c) you will continue to look to Xerox for performance of Xerox's obligations, including the provision of Maintenance Services; (d) you waive and release the assignee from any claim relating to or arising from the performance of Xerox's obligations hereunder; (e) you shall not assert any defense, counterclaim or setoff you may have against an assignee; and (f) you will remit payments in accordance with instructions of the assignee.

32. MISCELLANEOUS. Notices must be in writing and will be deemed given 5 days after mailing, or 2 days after sending by nationally recognized overnight courier. Notices will be sent to you at the "Bill to" address identified in this Agreement, and to Xerox at the inquiry address set forth on your most recent invoice, or to such other address as either party may designate by written notice. You authorize Xerox or its agents to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to Xerox. This Agreement constitutes the entire agreement as to its subject matter, supersedes all prior oral and written agreements, and will be governed by the laws of the State of New York (without regard to conflict-of-law principles). In any action to enforce this Agreement, the parties agree (a) to the

jurisdiction and venue of the federal and state courts in Monroe County, New York, and (b) to waive their right to a jury trial. If a court finds any term of this Agreement unenforceable, the remaining terms will remain in effect. The failure by either party to exercise any right or remedy will not constitute a waiver of such right or remedy. Each party may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this Agreement which will be admissible in any action to enforce it, but only the Agreement held by Xerox will be considered an original. Xerox may accept this Agreement either by signature or by commencing performance. Changes to this Agreement must be in writing and signed by both parties. Any terms on your ordering documents will be of no force or effect. The following four sentences control over every other part of this Agreement. Both parties will comply with applicable laws. Xerox will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable under this Agreement to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by Xerox in excess of that legally allowed will be applied by Xerox to the payment of amounts legally owed under this Agreement, or refunded to you.

33. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data shall be transmitted in a secure manner specified by Xerox. The automatic data transmission capability will not allow Xerox to read, view or download the content of any Customer documents residing on or passing through the Equipment or Customer's information management systems.

34. COLORQUBE EQUIPMENT.

A. ColorQube Equipment identified in the Agreement will have one of the following billing plans:

- i. A Tier 2 plan is billed using two meters, each with a different Print Charge or Charge per Impression. The meter identified as "BW CLR" counts (i) black and white impressions and (ii) color impressions that have up to 286,000 color pixels (also referred to as Useful Color). The meter identified as "CLR LVL2" counts color impressions with more than 286,000 color pixels.
- ii. A Tier 3 plan is billed using three meters, each with a different Print Charge or Charge per Impression. The meter identified as "BW CLR" counts (i) black and white impressions and (ii) color impressions that have up to 286,000 color pixels (also referred to as Useful Color). The meter identified as "CLR LVL2" counts color impressions with more than 286,000 color pixels and up to 1,900,000 color pixels (also referred to as Everyday Color). The meter identified as "CLR LVL3" counts color impressions with more than 1,900,000 color pixels (also referred to as Expressive Color).

B. The ColorQube Equipment automatically determines the color pixel count for each impression and records the impression on the appropriate meter.

Lease Agreement



Customer: NYE, COUNTY OF

BAITo: TOWN OF PAHRUMP
400 N Highway 160
Pahrump, NV 89060

Install: TOWN OF PAHRUMP
400 N Highway 160
Pahrump, NV 89060

State or Local Government Negotiated Contract : 072164800

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. 3CQ9201	(3 MTR COLORQUBE 9201) - 3hole Punch-efc Fin - Office Finisher - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV Competitive Buyout: \$742.00	- Konica Minolta Bizhub 7145 Trade-In to Xerox	2/17/2010

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. 3CQ9201	\$320.85	1: BW CLR 2: CLR LVL2 3: CLR LVL3	All Prints All Prints All Prints	\$0.0089 \$0.0290 \$0.0790	- Consumable Supplies Included for all prints
Total	\$320.85	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

<p>Customer acknowledges receipt of the terms of this agreement which consists of 4 pages including this face page.</p>		<p>Thank You for your business! This Agreement is proudly presented by Xerox and</p>	
<p>Signer: _____</p>	<p>Phone: (775)727-5107</p>	<p>Gerald Sloane (702)737-4601</p>	
<p>Signature: _____</p>	<p>Date: _____</p>	<p>For information on your Xerox Account, go to www.xerox.com/AccountManagement</p>	



MEMO
TOWN OF PAHRUMP
TOWN BOARD MEETING AGENDA ITEM
MEETING DATE: 02-09-10

(Attachment B – Replacement Copier Feature and Cost Summaries)

**Town of Pahrump
Copier Feature Comparison**

Feature Comparison	Konica Bizhub 501 (B&W)	Konica Bizhub C452 (Color)	Kyocera Taskalfa 520i (B&W)	Kyocera Taskalfa C500ci (Color)	Xerox WC5150 (B&W)	Xerox ColorQube 9200 (Color)	Xerox WC5655 (B&W)
Copy							
Copy Speed (ppm)	50	45	52	50	50	50	55
Copy Speed Increase (ppm)	N/A	N/A	N/A	N/A	N/A	85	N/A
Per Copy Cost	\$ 0.0081	\$ 0.0491	\$ 0.0090	\$ 0.0120	\$ 0.0089	\$ 0.0089	\$ 0.0089
Copy Speed Color (ppm)		45		40		38	
Copy Speed Increase Color (ppm)		N/A		N/A		60	
Per Copy Cost for Color		\$ 0.0491		\$ 0.0690		*\$ 0.0089 - \$	
Adjustable Charge Based on Amount of Color						X	
Network Printing							
Network Printing	X	X	X	X	X	X	X
Scan							
Scan to Email	X	X	X	X	X	X	X
Scan to PC	X	X	X	X	X	X	X
Scan to PDF	X	X			X	X	X
Scan to Searchable PDF					X	X	X
Scan to OCR for Editable Document				X			
Scan Speed (ppm)	70	78		75	60	75	60
Scan Speed Color (ppm)						51	
Scans Color		X	X	X		X	
Finishing							
Duplex	X	X	X	X	X	X	X
3 Hole Punch	X	X	X	X	X	X	X
Stapler	X	X	X	X	X	X	X
Bypass Drawer	X	X	X	X	X	X	X
# of Paper Drawers	3	4	3	3	4	3	4
11X17 Capability	X	X	X	X	X	X	X
Total Paper Capacity	3500	3500	4000	4000	4600	3200	4600
Service							
Includes Supplies except paper & staples	X	X	X	X	X	X	X

**TOWN OF PAHRUMP
COPIER COMPARISON**

BLACK & WHITE

Konica Bizhub 501 (B&W)		Kyocera Taskalfa 520i (B&W)		Xerox WC5150 (B&W)		Xerox WC5655 (B&W)	
Base Rate \$201.85	Per Copy Rate \$0.0081 (Cost for 10,000 copies)	Base Rate \$243.00	\$90 for 10,000 copies req'd coverage @ \$0.009 per copy	Base Rate \$229.37	Per Copy Rate \$0.0089 (Cost for 10,000 copies)	Base Rate \$318.83	Per Copy rate \$0.0089 (Cost for 10,000 copies)
\$ 201.85	\$ 81.00	\$ 243.00	\$ 90.00	\$ 229.37	\$ 89.00	\$ 318.83	\$ 89.00
\$282.85		\$333.00		\$318.37		\$407.83	
MONTHLY COST		MONTHLY COST		MONTHLY COST		MONTHLY COST	
TOTAL MONTHLY COST		TOTAL MONTHLY COST		TOTAL MONTHLY COST		TOTAL MONTHLY COST	

COLOR

Konica Bizhub C452 (Color)		Kyocera Taskalfa 520i (B&W)		Xerox ColorQube 9200 (Color)	
Base Rate \$243.93	Per Copy Rate \$0.0075 (Color @ \$0.0491) (Cost for 10,000 copies)	Base Rate \$243.00	\$100 for 10,000 copies req'd coverage @ \$0.012 (Color @ \$0.069) per copy	Base Rate \$317.62	Per Copy Rate \$0.0089 (Color @ \$0.0089 to \$0.0790) (Cost for 10,000 copies)
\$ 243.93	\$ 75.00	\$ 243.93	\$ 100.00	\$ 317.62	\$ 89.00
\$318.93		\$343.93		\$406.62	
MONTHLY COST		MONTHLY COST		MONTHLY COST	
TOTAL MONTHLY COST		TOTAL MONTHLY COST		TOTAL MONTHLY COST	

AGENDA ITEM REQUEST

Requests and backup **must** be in the Town Office by Noon, Wednesday of the week preceding the Town Board meeting you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 7:00 p.m. in the Bob Ruud Community Center.

DATE AGENDA ITEM SUBMITTED
2/16/2010

DATE OF DESIRED BOARD MEETING
2/23/2010

CIRCLE ONE: Discussion, Action, Decision or XXXXXXXXXX

ITEM REQUESTED FOR CONSIDERATION:

Discussion and Decision on Approving a Contract between the Town of Pahrump and Brian K. Shoemake (Brain K. Media & Design) in regards to designing, operating and hosting the Town of Pahrump's Website.

If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.

BRIEF SUMMARY OF ITEM:

See attached Contract.

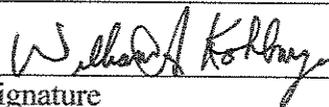
BACKUP ATTACHED: YES NO

SPONSORED BY: Town Manager

NAME OF PRESENTER(S) OF ITEM: Town Manager

William A. Kohbarger

Print Name

 02/16/10

Signature

Town Office

Mailing Address

(775) 727-5107 ext. 305

Telephone Number

MEMO
TOWN OF PAHRUMP
TOWN BOARD MEETING AGENDA ITEM
MEETING DATE: 02/23/2010

TO: Town Board

FROM: William A. Kohbarger, Town Manager

DATE: February 18, 2010

RE: Contract between the Town of Pahrump and Brian K. Shoemake (Brian K. Media & Design) in regards to designing, operating and hosting the Town of Pahrump's Website

1.) Background

The Town Board chose to terminate services of the current Website Designer and directed staff to go out for an RFP (Request for Proposal) on a new Website Designer. After several meetings and much discussion it was determined to choose a local Website Designer and that Website Designer was Brian K Media. During a special meeting held on November 19, 2009 it was approved by the Town Board to approve the Website Development and Maintenance go to Brian K. Shoemake (Brian K. Media & Design) Contingent on Contract Negotiations with the Town Manager and Town Attorney.

The Town Manager and Mr. Shoemake met on three (03) occasions and after coming to an agreement on several issues, those issues were sent to the Town's Legal Department to be placed into a contract. The final negotiated issues are as follows:

- 1) \$25,000.00 (½ paid upon signing of the contract and ½ upon signed off completion)
- 2) Two-years free web hosting (Annual savings of \$1,440.00)
- 3) Two-years free maintenance (Annual savings of \$900.00 to \$8,600.00)*
- 4) 6-months un-limited training for up to three staff members

*depending on amount of maintenance utilized

2.) Fiscal Impact

\$25,000.00 plus \$59.00 monthly after year two for three years to host the website plus any maintenance charges after year two.

3.) Town Manager Recommendation and Board Action Requested

The Town Manager recommends that the Town Board *approve the contract between the Town and Brian K. Shoemake (Brian K Media and Design) in regards to the designing, operating and hosting the Town's Website.*

If you have any additional questions, I would be happy to answer them.

Agreement for Production of Web Site and Webmaster Maintenance Package

THIS AGREEMENT ("Agreement") made this 23rd day of February, 2010, by and between the Town of Pahrump, an unincorporated town in the State of Nevada ("Town") and Brian K. Shoemake and Brian K Media & Design (together "Web Designer").

WHEREAS, Town desires to procure the serves of a web site designer to create and maintain a professional web site; and

WHEREAS, Web Designer is in the business of providing web site design and maintenance services and is agreeable to providing such services in accordance with provisions of this Agreement;

NOW, THEREFORE, in consideration of the agreements contained herein, Town and Web Designer agree as follows:

1. SERVICES.

- Web Designer will plan, design, and code a web site for Town to the specifications in Exhibits A and B. The specifications shown in Exhibit A were drafted by Web Designer. The specifications shown in Exhibit B were drafted by Town and promulgated in its REQUEST FOR PROPOSAL, RFP NO. 2009-05, which is incorporated herein by reference. To the extent that the specifications in Exhibit A conflict with the specifications in Exhibit B, the specifications in Exhibit B control. The web site created pursuant to the specifications in Exhibits A and B will be comprised of a Content Management System ("CMS") and will be database driven, with dynamically loaded pages.
- Web Designer will provide web site maintenance services following the production and publication.

2. COMPENSATION. Web Designer estimates that the cost for producing and programming the site described herein will not exceed \$25,000.00. A deposit of 1/2 of the estimated total, \$12,500.00, is due upon the signing of this Agreement. The final 1/2 payment of the estimate, which may be adjusted for changes as necessary upon written approval by the Town Manager, is due upon completion of the site as specified, before the site is published on the Internet but after Town has had a complete and thorough opportunity to inspect and test the site for its satisfaction and compliance with this Agreement.

Following the completion and publication of the web site to Town's satisfaction, Web Designer will provide a maintenance service to Town for services, such as on-call webmaster services, ongoing web site maintenance, regular web site updates, ongoing search engine optimization, web site marketing, web site photography, training of up to three Town personnel, attendance of meetings and functions if needed, special event photography, and all web site related services for Town's web site.

Except for the services provided free of charge pursuant to this Agreement and the specifications included herein, Web Designer will be compensated for maintenance services requested by Town at the following rates:

- 1-10 hours per month: \$65.00 per hour
- 11-30 hours per month: \$60.00 per hour
- 31+ hours per month: \$55.00 per hour

Billing for maintenance services requested by Town will be sent via emailed invoice on a monthly basis.

3. **TIME FOR COMPLETION.** The production process must be completed within 90 days of the execution of this Agreement. Upon written approval of the Town Manager, however, Web Designer may take longer than 90 days to complete the web site. If the Town Manager approves of the extension of time to complete production of the web site and if the amount of work completed exceeds the amount of the deposit, billing may switch to semi-monthly and be based on hours expended at the normal hourly rate of \$65, while still honoring this estimate, with invoices sent mid-month and at month's end.

4. **CONTRACT TERM.** This Agreement is for a five year term from the date of the execution of this Agreement. Notwithstanding the five year term, either party may terminate the Agreement at any time upon 30 days written notification.

5. **MISCELLANEOUS PROVISIONS.**

- Web Designer is entitled to place an unobtrusive credit with a hypertext link ("Web Site Design by Brian K Media") in the footer of the web site and is also entitled to reproduce samples of Town's web site in Web Designer's portfolio and in marketing materials.
- Web Designer will maintain the confidentiality of Town's source materials, technical and marketing plans and all other sensitive information.
- All work product and material prepared by Web Designer pursuant to this Agreement is the property of Town. Notwithstanding the foregoing, secondary materials not necessary for the proper operation and maintenance of the web site, such as preliminary drafts and plans, remain the sole property of Web Designer.
- Town represents to Web Designer that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished by Town to Web Designer for inclusion in Town's web site are owned by Town or that Town has permission from the rightful owner to use each of these elements. Town agrees to classify such content as "editorial content" pursuant to subsection 6 of this Agreement for purposes of indemnification.
- Web Designer will set up web hosting for Town on Web Designer servers and guarantees a reasonable "uptime". Notwithstanding the foregoing, Web Designer shall not be held responsible for any direct, indirect, special or consequential damages resulting from possible lapses in hosting services. Such possible

- damages include any lost profits or business interruption or loss of digital data.
- During the production process, Web Designer must provide drafts of visuals, such as graphics and photographs, to Town. Town must then provide Web Designer with feedback. The feedback will then be used to produce another draft. The estimate assumes that two rounds of this process for each design element will suffice.
 - For content added to the web site at the direction of Town, text and graphic content must be provided to Web Designer in a digital format as final drafts ready for publication and clearly labeled as to desired use on site.

6. **INDEMNIFICATION CLAUSE.** Web Designer shall indemnify, defend and hold harmless Town, its board members, staff, officers, employees and agents from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorney's fees incurred by Town, its board members, staff, officers, employees, and agents in defense thereof, arising out of, connected with or resulting directly or indirectly on account of or out of the performance of activities pursuant to this Agreement; provided, however, this paragraph does not purport to indemnify the Town against liability for damages arising out of bodily injuries to persons or damages caused by or resulting from the sole negligence of Town, its board members, staff, officers, employees and agents. Town shall not be responsible, under any circumstances, for Web Designer's lost profits, economic losses, or special, incidental, or consequential damages, whether in an action in contract or tort.

Notwithstanding the foregoing, Town shall indemnify, defend and hold harmless Web Designer from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorney's fees incurred by Web Designer arising out of, connected with or resulting directly or indirectly on account of editorial content included on the web site at the direction of Town, its board members, staff, officers, employees and agents.

7. **ASSIGNABILITY.** It is agreed that this Agreement must not be assigned, transferred, conveyed, or otherwise disposed of by either party in any manner, unless approved in writing by the other party. Notwithstanding the foregoing limitation, Web Designer may use qualified subcontractors under its supervision for any or all work performed pursuant to this Agreement.

8. **INDEPENDENT CONTRACTOR RELATIONSHIP.** Nothing contained in this Agreement shall establish an employer-employee relationship between Town and Web Designer or its employees, subcontractors or independent contractors. Web Designer shall be solely responsible and shall assume exclusive liability for the actions, conduct, supervision and instruction of its employees, subcontractors or independent contractors. Web Designer is a licensee of the Town and not an employee. The relationship of the parties shall not be construed as an agency relationship, nor shall it be construed as a partnership or joint venture. Web Designer shall be solely responsible for all of the following regarding all Web Designer related activities: SIIS, unemployment insurance (state and federal), FICA, federal withholding taxes (including quarterly federal tax returns), and all other local state or federal taxes it may be obligated to pay as a licensee, including all corporate fees of Web Designer. Web Designer agrees it shall have no right, demand or claim under this Agreement or by reason of the relationship between Town and Web Designer for SIIS compensation, unemployment insurance (state or federal), FICA, federal withholding taxes (including

quarterly federal tax returns) or any corporate fees. Web Designer hereby forever relinquishes any and all right, demand and claim to any of the foregoing.

9. **CONSENT AND UNDERSTANDING.** This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein. No provision of this Agreement will be deemed waived, amended, or modified by either party unless such waiver, amendment or modification is in writing and signed by the authorized agents of both parties.

10. **SEVERABILITY.** If any provision of this Agreement, or its application to any person or circumstances is held invalid, the remainder of the Agreement, or the application of the provision to other persons or circumstances shall not be affected.

11. **ATTORNEY'S FEES.** Should a dispute arise between the parties to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

12. **LAW AND VENUE.** This Agreement shall be governed by and construed under the laws of the State of Nevada. Any action commenced between the parties arising from or relating to this Agreement shall be resolved by means of binding arbitration with a single arbitrator, which shall be determined by the mutual agreement of the parties. This Agreement was entered into in Nye County, Nevada, and any arbitration will take place in this county.

IN WITNESS WHEREOF, the Town and Web Designer have executed this Agreement as of the date first above written.

Town of Pahrump:

Web Designer:

EXHIBIT A

Site Specification

The following describes the planned web site for the purposes of the estimate included in the attached contract. Specifications in subsequent CHANGE ORDERS shall supersede these.

A. Total Number of Pages

Number of pages will be determined by client, and will be dynamically driven based on search queries and customer needs. Each department or division will have it's own section or category and will draw data from the database as necessary. Pages will be dynamically driven via the MySQL Database.

B. Graphic Images

Graphics will be provided by client. Additional graphic images will be provided by Brian K Media as necessary including website graphics, and photographs. Brian K Media will provide professional quality photography services for this website as part of this package whenever possible and practical.

C. List of Planned Pages/Sections/Departments

To be determined by client's needs.

D. Text Content

All text will be furnished by client in an orderly fashion with clear instructions as to where text items should be placed within the site. All text copy shall be provided in digital form in a text document or email. Scanned text items will be converted to Adobe PDF format and added to the site, generally as downloadable content. At client's request we may also take text from the town's existing website where appropriate. Client should notify Brian K Media if additional website copy writing services will be needed.

E. Details on Graphic Elements to Be Included

Brian K Media will provide all graphic elements necessary to design and build website. Additional graphic elements may be provided by client. Brian K Media will also provide photography services for the website.

Ongoing photography services will be provided by Brian K Media as part of the separate Webmaster Maintenance Agreement.

F. Site Structure/Navigation

Website will be constructed using the latest web technology. All code will be valid XHTML, CSS, PHP, Javascript, and Flash. Code will be validated through W3C. Website will utilize the latest navigation techniques in a logical and well designed navigation panel that will carry throughout the site for maximum accessibility and ease of use.

G. Design/Layout/Color Concepts

Website design will be created using the latest graphic editing software. Adobe Photoshop, Adobe Illustrator, and Adobe Fireworks. Some Flash elements will be incorporated for slideshows and rotating images where appropriate and applicable.

Site layout will be designed for ease of use and accessibility based on world wide web standards and the W3C. (<http://w3.org>) All government standards for accessibility will be adhered to in the design and development of this website.

Original design and layout will be based on comparable city websites and will be created with attractive, functional design, layout and colors. The Town of Pahrump will have final approval of all design, layout, and colors used prior to site being completed and launched.

It would be helpful if client could provide Brian K Media with at least 3 different URLs of comparable websites to help identify desirable functions and features. This will help in the initial planning stages and will also help us to more clearly identify exactly what you would like your website to accomplish both functionally and aesthetically. (This is not a requirement.)

H. Interactive Forms

Interactive Forms will be determined by clients needs.

I. Other Special Features/Functions

Content Management System, PayPal Payments, Contact Form, Image Rotator, Video capabilities, Audio capabilities, File downloading capabilities. Additional features where practical as required by client.

J. Databases/Data-Driven Applications

Website will be driven by a MySQL Database which will be custom created, programmed, and launched to Brian K Media Servers, which are leased from, and maintained by Rackspace, the nations number one server provider of enterprise level servers.

K. Search Engine Positioning Measures

Website will be search engine optimized for compatibility with all major search engines. Site will be submitted to Google, MSN, Yahoo, and approx 196 other search engines. This will cover over 98% of search traffic worldwide.

Ongoing SEO (Search Engine Optimization) and web marketing will be done as part of the ongoing website maintenance package.

L. Other Requirements

Webmaster package is described below.

M. Website Hosting

Website hosting will be provided by Brian K Media free of charge for a period of 2 years from date of site launch, and will include a 100% website guarantee against broken links, broken images, or broken pages for as long as site is hosted with Brian K Media.

Hosting package also includes unlimited webmail email accounts and domain specific email addresses. Website will be launched to the domain of client's choice.

N. Additional Hosting Agreements

As part of the ongoing webmaster services provided by Brian K Media we will transfer the Fire Dept. and Fall Festival websites to Brian K Media Servers where we will provide hosting only for both sites at no charge for a period of 2 years. Additional webmaster services will be charged at the rates provided below.

Both sites will be transferred as soon as the Pahrump Town website is completed and online.

O. Webmaster and Maintenance Agreement

Brian K Media will manage and maintain the town website and will provide full webmaster services for updates, maintenance and any other website services the client may need on the Town of Pahrump website. Our full website guarantee will apply.

Brian K Media will provide maintenance services at no charge for Town of Pahrump website for a period of 2 years from date of website launch on client's permanent domain.

P. Support and Training of Town Personnel

Brian K Media will provide ongoing support and training for up to 3 town personnel regarding use of the Town of Pahrump website features such as the content management system. Brian K Media will train staff in how to do updates and edits to the Town of Pahrump website. This training will be provided free of charge for 6 months from sites launch date.

Training and support may be provided by phone, email, video tutorial, or in person depending on circumstances and the nature of the training.

Brian K Media will be available during regular working hours for training, and 24/7 for emergencies or catastrophic failure of website for any reason.

EXHIBIT B

SCOPE OF WORK

RFP No. 2009-05

Multi-Year Web Site Design and Maintenance Services

SCOPE OF WORK

1. Provide web design and maintenance services to Town web sites for a minimum period of five (5) years, including but not limited to: pahrumpnv.org & pahrumppfallfestival.com.
2. Design – The Designer shall conduct a critical review of current sites in cooperation with the Client and suggest changes, updates and improvements.
3. Graphic Creation - The Designer shall create, capture or receive from the Client all the graphic elements necessary to complete the Client's web sites.
4. Photography – The Designer shall at the Client's request capture up to 30 images in digital format for inclusion on the Client's web site to be retouched by the Designer as necessary. The Designer shall provide multiple photo albums on the websites representing area attractions and local events.
5. Forms – The Designer shall provide any administrative tools to add, edit, or remove any forms as necessary in conjunction with the websites.
6. Real Audio/Video – The Designer shall transfer Town Board and all Advisory Board digital recordings to labeled disks, provide copies to the Client and download those recordings to the pahrumpnv.org website and other sites as necessary.
7. Town Documents - The Designer shall scan all Town Board and Advisory Board agendas backup materials, and minutes, resolutions and ordinances and convert each into PDF format. Each document shall be titled, cataloged and uploaded into the Client's document data base(s) so as to make them searchable by key word, title and document number.
8. Data Bases – The Designer shall provide data base(s) as necessary to the Client on a platform of the Designer's choice.
9. Browser Compatibility – The websites shall be viewable with the following systems: Windows and Macintosh platforms, versions 4X and above for Netscape, IE browsers, and current versions of AOL, MSN, and Opera browsers.
10. Maintenance – The Designer shall provide a calendar to allow staff scheduling of events for multiple Town facilities.

11. Individual Sites – Any Advisory Board desiring its own site shall receive its own site allowing for use of their own logo, template and its own individual listing. The pahrumpfallfestival.com site shall be updated annually as necessary and closely monitored in anticipation of this seasonal event.
12. Maintenance – The Designer shall ensure the websites are available on line and the server is functioning. With the exception of the Client’s Town Board agendas, and back up materials, which shall be uploaded no later than 48 hours before the meeting, all other documents shall be uploaded within five (5) working days of receipt by the Designer.
13. Search Engine Registration – The final product will dictate the hosting service to be utilized based on security compliance and needs of the final design. The Designer shall optimize the Client’s website with appropriate titles, keywords, descriptions, and texts and thereafter submit the Client’s website to each of the major search engines and directories, including but not limited to Yahoo.com. The Designer shall continually monitor Search engine positioning, and resubmit pages and keyword additions.
14. Training – The Designer shall provide group training onsite during a one month period from the date of completion of any updates or improvements and thereafter e-mail, telephone and onsite assistance to the owner’s representatives regarding management and operation of the Client’s website as necessary.

AGENDA ITEM REQUEST

Requests and backup **must** be in the Town Office by **Noon, Wednesday** of the week **preceding the Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 7:00 p.m. in the Bob Ruud Community Center.

DATE AGENDA ITEM SUBMITTED
2/16/2010

DATE OF DESIRED BOARD MEETING
2/23/2010

CIRCLE ONE: Discussion, Action, Decision or 

ITEM REQUESTED FOR CONSIDERATION:
Discussion and Decision on a Memorandum of Agreement Between the Town of Pahrump and Nye County Outlining the Relationship Between the Pahrump Valley Fire Rescue Service and Nye County Emergency Services.

If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.

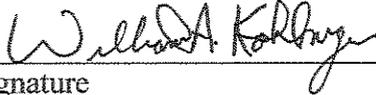
BRIEF SUMMARY OF ITEM:
See attached copy of MOA

BACKUP ATTACHED: YES NO

SPONSORED BY: Town Manager/Town Fire Chief

NAME OF PRESENTER(S) OF ITEM: Town Manager/Town Fire Chief

William A. Kohbarger
Print Name

 02/16/10
Signature

Town Office
Mailing Address

(775) 727-5107 ext. 305
Telephone Number

#9

MEMO
TOWN OF PAHRUMP
TOWN BOARD MEETING AGENDA ITEM
MEETING DATE: 02/23/2010

TO: Town Board

FROM: William A. Kohbarger, Town Manager

DATE: February 18, 2010

RE: Memorandum of Agreement between the Town of Pahrump and Nye County Outlining the relationship between the Pahrump Valley Fire Rescue Service and Nye County Emergency Management Services

1.) Background

The Town of Pahrump and Nye County entered into a Mutual Aid Agreement (MAA) on May 16, 2005. (See Attached Exhibit B) On February 19, 2008 Nye County Commissioners voted to approve Nye County Resolution NO. 2008-03 to terminate the MAA with the Town of Pahrump. (See attached NCR 2008-03 Exhibit C)

Shortly after Mr. Osborne, Nye County Manager was hired Town Manager Kohbarger met with him to discuss the possibility of constructing another Memorandum of Agreement between the Town (Pahrump Valley Fire Rescue Service) and Nye County (Emergency Management Services). After numerous agreements and revisions Town staff had placed an MOA on the Town Board agenda of February 9, 2010 only to pull the item on the request of Nye County staff in order for the Town staff to address two (02) words in the presented MOA in which Nye County staff had concerns. Upon addressing those two (02) words, Town staff kept one (legality issue) and changed the other (“can” to “will”) Town staff was satisfied. Town staff sent same to Nye County staff and shortly thereafter but before the January 23, 2010 agenda was created, Nye County staff approached the Town staff about adding yet another line into the MOA that the Town staff could not agree with.

At this point, Nye County staff pulled out of the talks. However, Town staff is still satisfied with the finished product (See attached Exhibit A) and their goal is that the Town continues on with this process in order to mend the fences between the PVFRS and NCEMS and to work to provide the best possible service for the health and safety of the citizens of the Town of Pahrump. That is why the Town Manager decided to still place this item on the current agenda to be either approved, denied, table or removed.

If this item is approved by the Town Board it will be forwarded to Nye County requesting that Nye County place same on their agenda and bring this issue to light.

NOTE: Town staff has included in the backup three (03) other agreements that the Town of Pahrump (PVFRS) is currently entered into with other entities. (See attached Exhibits D, E, and F)

MEMO
TOWN OF PAHRUMP
TOWN BOARD MEETING AGENDA ITEM
MEETING DATE: 02/23/2010

2.) Fiscal Impact

No fiscal impact.

3.) Town Manager Recommendation and Board Action Requested

The Town Manager recommends that the Town Board *approve the MOA as written with direction to staff to forward same to Nye County for them address this issue.*

If you have any additional questions, I would be happy to answer them.

Memorandum of Agreement

Introduction

The purpose of the Memorandum of Agreement (MOA) is to identify the potential assistance that the Town of Pahrump and Nye County can offer to each other.

The MOA shall outline the relationship between the Town of Pahrump (Pahrump Valley Fire-Rescue) and Nye County (Nye County Emergency Services) by clearly defining the respective responsibilities for each entity.

Agreement Guidelines

The Town of Pahrump agrees that NCES will provide the following support to the Town's Fire and Rescue Service as listed below:

The Pahrump Valley Fire and Rescue Service may:

1. Work with Nye County to ensure the safety and health of the responders and to protect the citizens / visitors of this county on a daily basis.
2. Work with Nye County on funding support and the submission, receipt, and administration of grants as necessary.
3. Participate in the meetings with the Emergency Services Director and the Nye County Volunteer Fire Department Coordinator. This group of designated leaders within the departments will strive to establish a highly motivated, well trained group of responders, working as a team to maximize response efforts County wide.
4. Acknowledge that both parties will comply with all county, state and federal laws, regulations, statues and standards.
5. Acknowledge that both parties will complete, monitor and update their own respective administrative requirements as deemed necessary by the National Fire Protection Association (NFPA), International Fire Service Accreditation Congress (IFSAC), State of Nevada and Federal criteria. (Physicals, paperwork, driving record review, appropriate drivers license to operate apparatus, workman's compensation reporting, National Fire Incident Reporting System, etc.)
6. Acknowledge that both parties will be compliant with training requirements deemed necessary by the National Fire Protection Association (NFPA), International Fire Service Accreditation Congress (IFSAC), State of Nevada and Federal governments. Participants must be trained to the appropriate level for the response duties they are tasked to perform.

7. When feasible both parties will ensure uniformity of equipment through joint ordering and the establishment of standardized equipment lists i.e., self-contained breathing apparatus (SCBA), personal protective equipment, and all other applicable safety and operational equipment
8. Acknowledge that both parties will maintain all equipment and facilities to the same industrial standards. (annual inspections, testing and calibrations)
9. Acknowledge that both parties will strive for excellence, professionalism and utmost safety in all aspects of the duties performed while representing Nye County and the Town of Pahrump. Communication between departments and consistency of our actions are the keys to overall success.
10. Understand that the failure of an individual to meet the criteria and work within the system described in this document will result in immediate removal from an emergency scene. While at the scene, the Incident Commander (IC) of the authority having jurisdiction has full responsibility for the management of all incident operations and all personnel operating at the scene will fall under the direction of the IC. Off-scene personnel issues shall be addressed by each agency's respective management and/or disciplinary policies.

This Memorandum of agreement pertains only to the items listed above. The mutual and/or automatic aid agreement pertaining to Nye County response efforts to assist and render aid to the Pahrump Valley Fire and Rescue Service will be covered in another document that will be agreed upon by both entities. It is acknowledged by NCEMS that PVFRS has sole responsibility for Fire Suppression, Prevention, EMS, HAZ Mat and/or Rescue responses that occur within the Town's boundaries. It is further understood that NCEMS will be called upon directly for non-emergencies including body recoveries and evidence collection.

One of the main objectives of this agreement is to get the two departments working and training together so that not only in Pahrump but countywide we can work as a unified team of responders for what is in the best interest of our responders, citizens and visitors.

Amendment and Termination

This MOA may be amended by written agreement between the Town of Pahrump and Nye County, and may be terminated by either party or both parties, upon a 30-day written notice to the other party.

Effective Date

This MOA shall become effective upon the latter date of the signature of the parties.

Chairman BOCC

Date

Town of Pahrump Board Chairman

Date

Pahrump Valley Fire-Rescue Service
Mutual Aid Agreement for
Fire, EMS and Hazardous Materials

Parties. This interlocal cooperative agreement is made and entered into by and between the Unincorporated Town of Pahrump, Nevada (Town) and Nye County Emergency Services (NCES).

Purpose. It is desirable that each of the parties hereto should voluntarily aid and assist each other in the event that a Fire, Emergency Medical or Hazardous Materials disaster should occur, by the interchange of services and it is necessary and desirable that a cooperative agreement be executed for the exchange of such mutual aid on a county-wide basis.

Now therefore: it is hereby agreed by each party as follows:

1. The Town of Pahrump and Nye County [will enter into an interlocal cooperative agreement for each to provide its own firefighting and fire protection and EMS equipment for the protection of lives and property (when requested). Each party] agree[s] to furnish resources, facilities and to render services to each other (when requested). In order to fulfill this agreement, it is understood that the Town of Pahrump (PVFRS) has the sole responsibility for Fire, Prevention, EMS, Haz Mat. and/or Rescue responses that occur within the town boundaries. When mutual aid is requested, each party shall provide their own firefighting, fire protection equipment, EMS equipment and vehicles. No party shall be required to deplete unreasonably its own resources, facilities and service in furnishing such mutual aid. Further, each party reserved the right to furnish these resources and services in its sole discretion.
2. Each agency shall assist only in those situations for which it has determined it has qualified personnel, appropriate equipment, and necessary materials.
3. Each party's resources shall remain under its respective control and direction.
4. Each party's employees remain employees of their respective agencies while performing the functions and duties of this Agreement. Nothing herein shall be construed to create an independent contractor or an employer-employee relationship between the one party and the other party's employees, independent contractors, or volunteers.
5. This contract is solely for the benefit of the parties and does not create any third party liability.
6. Nothing herein shall prevent either party from entering into other mutual aid agreements.
7. It is expressly understood that this Agreement and the operational plans adopted pursuant thereto shall not supplant existing agreements between some of the parties hereto providing for the exchange or furnishing of certain types of facilities and services on a non-reimbursable, exchange, or other basis, but that the mutual aid extended under this agreement is intended to be available in the event of a Fire, Emergency Medical and/or

Hazardous Materials disaster of such magnitude that it is, or likely to be, beyond the control of a single agency and requires the combined forces of several or all of the parties to this Agreement. Further, it is hereby understood that this Agreement shall supplement, not supplant agency personnel.

8. It is expressly understood that any mutual aid extended under this Agreement and the operational plans adopted pursuant thereto, is furnished in accordance with the Interstate Mutual Aid Compact, NRS 415, Interlocal Cooperation Act, NRS Chapter 277, et. Seq. and other applicable provisions of law, and except as otherwise provided by law that the responsible local official or his representative in whose jurisdiction the Fire, Emergency Medical and/or Hazardous Materials incident requiring mutual aid has occurred shall remain in charge at such incident including the direction of such personnel and equipment provided him through the operation of such mutual aid plans.
9. To the extent permitted by law, each agency shall hold the other harmless and indemnify the other agency, its officers, employees, and volunteers from any and all claims, suits, costs, damages, or causes of action, including attorney's fees arising in connection with the performance of this contract.
10. This Agreement shall become effective as to each party when approved or executed by the party, and shall remain operative and effective as between each and every party that has heretofore or hereafter approved or executed under this Agreement, until participation in this agreement is terminated by the party. The termination by one or more of the parties of its participation in this Agreement shall not affect the operation of this Agreement as between the other parties thereto.
11. Approval or execution of this agreement shall be as follows: Nye County and the Town of Pahrump shall be resolution approve and agree to abide by this agreement, which may be designated as "Nye County Emergency Services and Town of Pahrump Mutual Aid Agreement. Upon adoption of such a resolution, a certified copy thereof shall forthwith be filed with Nye County and the Town of Pahrump.
12. Termination of participation in this agreement may be affected by any party as follows:

Nye County and/or the Town of Pahrump shall, by resolution, give notice of termination of participation in this agreement and shall maintain a certified copy of such resolution with Nye County and the Town of Pahrump[.]. This [and this] agreement [is] shall automatically [terminated as to such party] terminate 20 days after the filing of such resolution.
13. All privileges and immunities from liability, exemptions from law, ordinances, rules, all pension, relief disability, worker's compensation and other benefits which apply to the activity of its agencies, instrumentalities, officers, agents, employees and contractors (whether compensated or uncompensated) when performing their respective functions within the territorial limits of their respective political subdivisions, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties extra-territorially under the provisions of this agreement.

14. Pahrump Valley Fire-Rescue Service and Nye County shall adopt the use of NIMS Incident Command System (ICS) and incorporate an accountability system in an effort to combat the effects of Fire, EMS, Hazardous Material Incidents, disaster or other emergencies.

Approved this 16th day of May, 2005

Town Of Pahrump



Scott Lewis, PVFRS Fire Chief



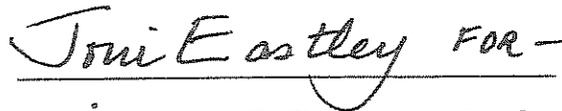
Richard Billman, Chairperson

Town Board

Nye County



Brent Jones, Emergency Services Director



Candace Trummell, Chairperson Nye County

Board of Commissioners

1 **NYE COUNTY RESOLUTION NO. 2008-03**

2 A RESOLUTION TERMINATING PARTICIPATION IN THE MUTUAL AID AGREEMENT FOR
3 FIRE, EMS AND HAZARDOUS MATERIALS BETWEEN THE PAHRUMP VALLEY FIRE-
4 RESCUE SERVICE AND NYE COUNTY EMERGENCY SERVICES.

5 WHEREAS, the Nye County Board of County Commissioners (“Board”) is the governing body
6 of the County of Nye (“County”), a political subdivision of the State of Nevada; and

7 WHEREAS, the PAHRUMP VALLEY FIRE-RESCUE SERVICE (PVFRS) and NYE
8 COUNTY EMERGENCY SERVICES (NCES), through their respective governing bodies ,entered into
9 the Mutual Aid Agreement in good faith on May 16, 2005; and

10 WHEREAS, the NCES has voiced concerns that the Agreement has become ineffective and
11 cause for concern in the Pahrump Valley area because the working relationship between the PVFRS and
12 NCES has deteriorated to the point that serious public safety concerns exist due to the following:

- 13 • The NCES response assets stationed within the unincorporated town of Pahrump are not being
14 utilized in any type of effective capacity per the Mutual Aid Agreement.
- 15 • When the NCES assets respond to incidents at the request of the Nye County Sheriff’s office,
16 the PVFRS Fire Chief repeatedly voices concern about the Town’s services not being called
17 to handle the incident.
- 18 • The PVFRS has repeatedly made the fact very clear that they need more manpower to serve a
19 community the size of the Pahrump Valley, yet when opportunities exist where NCES
20 can/could have provided valuable assistance, a request for mutual aid was not received.
- 21 • On several instances in the past the NCES personnel have made ready a response effort,
22 notified the PVFRS that additional aid was available to assist in large response incidents, only
23 to be ignored and not acknowledged;

24 and

1 WHEREAS, the spirit of the Mutual Aid Agreement was for the two services to train and work
2 together for the betterment of the community as a whole, and the Board finds that it is not in the best
3 interest of the community to have the NCES resources stand idle when productive assistance can be
4 provided to the community and its citizens as deemed necessary and prudent; and

5 WHEREAS, the Board concurs with the concerns voiced by NCES; and

6 WHEREAS, Section 12 of the Mutual Aid Agreement clearly states, "Nye County and/or the
7 Town of Pahrump shall, by resolution, give notice of termination of participation in this agreement and
8 shall maintain a certified copy of such resolution with Nye County and the town of Pahrump. This
9 Mutual Aid Agreement shall automatically terminate 20 days after filing of such resolution";

10 NOW THEREFORE, the Nye County Board of County Commissioners hereby resolves that its
11 participation in the Mutual Aid Agreement dated May 16, 2005 between PVFRS and NCES is hereby
12 terminated effective 20 days following the date of this Resolution.

13 IT IS FURTHER RESOLVED that the termination of the Mutual Aid Agreement shall be total,
14 and that the personnel and resources of NCES will stand ready to assist the PVFRS in any manner
15 deemed appropriate when called for assistance.

16
17 APPROVED this 19th day of February, 2008.

18
19 NYE COUNTY BOARD OF
20 COUNTY COMMISSIONERS:

ATTEST:

21
22 _____
23 Joni Eastley, Chairperson

24 _____
25 Sandra "Sam" L. Merlino, Nye County Clerk
And Ex-Officio Clerk of the Board

23 ///

24 ///

NYE COUNTY AGENDA INFORMATION FORM

Action
 Presentation
 Presentation & Action

Department: Board of County Commissioners		Agenda Date:	
Category: Regular Agenda Item		February 19, 2008	
Contact: Commissioner Carver	Phone:	Continued from meeting of:	
Return to:	Location:	Phone:	
Action requested: (Include what, with whom, when, where, why, how much (\$) and terms)			
Discussion, deliberation, and possible decision to approve, amend and approve or reject Nye County Resolution No. 2008-03: a Resolution terminating participation in the mutual aid agreement for Fire, EMS and Hazardous Materials between the Pahrump Valley Fire-Rescue Service and Nye County Emergency Services.			
Complete description of requested action: (Include, if applicable, background, impact, long-term commitment, existing county policy, future goals, obtained by competitive bid, accountability measures)			
Please review the attached Resolution.			
Any information provided after the agenda is published or during the meeting of the Commissioners will require you to provide 20 copies: one for each Commissioner, one for the Clerk, one for the District Attorney, one for the Public and two for the County Manager. Contracts or documents requiring signature must be submitted with three original copies.			
Expenditure Impact by FY(s): (Provide detail on Financial Form)			
<input type="checkbox"/> No financial impact			

Routing & Approval (Sign & Date)

1. Dept	Date	6.	Date
2.	Date	7. HR	Date
3.	Date	8. Legal	Date
4.	Date	9. Finance	Date
5.	Date	10. County Manager <i>AW</i>	Date <i>2/12/08</i>

Board of County Commissioners Action

<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved		<input type="checkbox"/> Amended as follows:
Clerk of the Board	Date	

ITEM # 11L

Clark
County
Active until
terminated

MUTUAL AID AGREEMENT FOR EMERGENCY SERVICES

This agreement is made and entered into on this 17 day of March, 2006 by and between Pahrump Valley Fire-Rescue Services, an unincorporated township in Nye County and the County of Clark a subdivision of the State of Nevada.

WITNESSETH:

Whereas, the parties to this Agreement provide emergency services within their respective territorial limits; and WHEREAS, the parties participate in joint training and/or use of training facilities.

WHEREAS, it is the mutual advantage and benefit of the parties to this Agreement to render training, supplemental fire protection, rescue services, hazardous material incidents, and other emergency assistance to each other in the event of a fire or local emergency which is likely, or is likely to be, beyond the control of services, personnel, equipment and facilities of the party in whose jurisdiction the emergency occurs; and

WHEREAS, Chapter 277 of the Nevada Revised Statutes authorizes cooperative agreements for the performance of governmental functions; and

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO, AS FOLLOWS:

A. TRAINING

1. The parties agree, where applicable, to assist each other in the planning, scheduling and implementation of in-service training sessions for the benefit of each department's personnel. Each party, upon receipt of a request from the other party, will assist in providing for the training needs of the requesting party by providing access to facilities, training materials, scheduled training sessions and necessary support, if available at the time of request. Training assistance shall include, but is not limited to classrooms, usage of burn props, usage of a burn tower, or other specialized training equipment or capabilities. The cost to obtain training from third-party vendors for the mutual benefit of personnel of both departments shall be equally borne by the two agencies. This agreement does not relieve either party of its obligation to provide adequate training to its own personnel.
2. Both parties shall assist each other, when available, for special operations such as wild land fires, hazardous material incidents, weapons of mass destruction incidents, rescue assignments and/or search and rescue for structural collapse. This will be conducted through a shared training and equipment program.

B. EMERGENCY ASSISTANCE

MUTUAL AID AGREEMENT FOR EMERGENCY SERVICES

1. To the extent allowed by other demands on personnel and equipment of the parties hereto, Pahrump Valley Fire-Rescue Service and Clark County hereby agree that upon specific request of a party hereto, the other party shall dispatch personnel and equipment to provide fire protection, EMS/Rescue services and other emergency assistance at the scene of a fire or other emergency occurring within the territorial limits of the requesting party.
2. Officers of each of the parties designated as the "officer-in-charge" by their respective department shall, in the event of an emergency originating within their jurisdiction, have the authority to request additional emergency assistance from the other party hereto; and shall have the authority to grant such a request for emergency assistance originating from the other party hereto.
3. The personnel responding to an emergency situation pursuant to this Agreement shall work insofar as possible under their own supervisors, and the equipment furnished under this Agreement will insofar as possible be operated by the personnel of the party furnishing the equipment. The overall command of the forces engaged in controlling a particular emergency situation shall be retained by the officer-in-charge.
4. No party furnishing aid pursuant to this Agreement shall be entitled to monetary compensation for such services rendered, it being agreed that the respective covenants contained in the Agreement shall constitute the sole consideration for such services.
5. Except as specifically provided in this paragraph, it is mutually understood and agreed that the party receiving assistance is not required to indemnify the party furnishing assistance for any liability or damages imposed by law upon the party furnishing assistance, arising out of an act or omission of its employee which occurred in the performance of the provision of assistance under this Agreement. The party receiving assistance shall be required to provide indemnification and defense of, and/or contribution for only such claims arising out of acts or omission of the employees of the party furnishing assistance which were performed at the scene of the emergency and which were performed at the specific direction of a receiving party's employee who was authorized to provide such direction.
6. This Agreement shall not be construed as or be deemed to be an Agreement for the benefit of any third party or parties not specifically named herein, and no third party or parties shall have a right of action hereunder for any cause whatsoever.
7. This Agreement shall become effective when approved or executed by both of the governing bodies of the parties hereto, and shall remain operative effective until participation in this Agreement is terminated by either party. This agreement may be terminated at any upon giving written notice to the other party at least thirty (30) days prior to the date of withdrawal. The notice shall be directed to the Chief of the Department of

**MUTUAL AID AGREEMENT FOR
EMERGENCY SERVICES**

the respective party and shall be hand delivered or sent by United States Mail, certified, upon return receipt requested.

8. Any notice, request or demand which may be, or is required to be given under this Agreement shall be delivered in person or shall be sent by certified mail, postage prepaid and return receipt requested, to such party at the address designated below or to such other address as may hereafter be designated by either party by written notice thereof to the other:

Pahrump Valley Fire-Rescue Services
Fire Chief Scott F. Lewis
300 North Highway 160
Pahrump, Nevada 89060

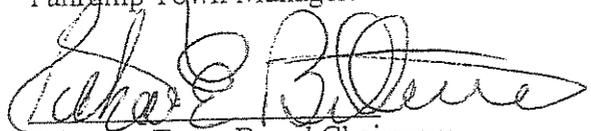
Clark County Fire Department
Fire Chief
575 E. Flamingo Road
Las Vegas, Nevada 89119

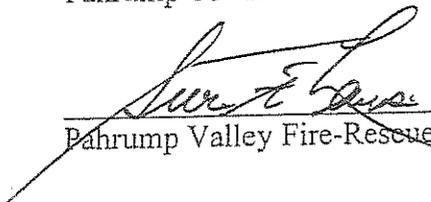
9. Should any section or any other part of any section of this Agreement be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not be rendered void, invalid or unenforceable any other section or any other portion of any section of this Agreement.
10. The drafting, execution and delivery of this Agreement by the parties have been induced by no representations, statements, warranties or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein or expressly incorporated herein by reference thereto.
11. Except as otherwise provided herein, this document reflects the entire Agreement of the parties and may not be amended or modified except by written agreement approved by the governing bodies of each of the parties hereto. This Agreement shall not be governed by the laws of the State of Nevada.

IN WITNESS WHEREOF, this Agreement has been executed and approved and is effective and operative on the day and year first written above.

MUTUAL AID AGREEMENT FOR
EMERGENCY SERVICES


Pahrump Town Manager:


Pahrump Town Board Chairman:


Pahrump Valley Fire-Rescue Services Chief

3/17/06

RECEIVED

JUN 7 7 30 AM '99

PAHRUMP VALLEY FIRE - RESCUE SERVICE



Practice Good Fire Prevention

**FIRE CONTROL AGREEMENT
BETWEEN
TOWN OF PAHRUMP, PAHRUMP VALLEY FIRE-RESCUE SERVICES
OF PAHRUMP, NEVADA
AND
USDI - BUREAU OF LAND MANAGEMENT - LAS VEGAS FIELD OFFICE**

This Interagency Agreement is entered into by and between the Town of Pahrump, acting by and through the Town Board and Town Manager, and Pahrump Valley Fire-Rescue Service, acting through the Pahrump Valley Chief, in the State of Nevada, hereinafter known as PVFRS, and the Bureau of Land Management, United States Department of the Interior, acting by and through the Las Vegas Field Office, hereinafter known as the BLM. This Interagency Agreement supersedes the previous fire related Memorandum of Understanding Amendment #1, dated June 8, 1984.

I. OBJECTIVES

The purpose and object of this Agreement is to provide for:

1. Establishing guidelines to coordinate mutual efforts in the fire prevention, dispatch, pre-suppression, and suppression of wildland fires occurring on lands under the responsibility of the signatories of this Agreement; and
2. To provide a mechanism to exchange funds for assistance in fire prevention, dispatch, pre-suppression, suppression, and prescribed burning support for the signatory partners.

II. AUTHORITY

This Interagency Agreement is made under the authority, and under the provisions of:

1. The Fire Protection Act of May 27, 1955 (16 U.S.C.572);
2. Federal Land Policy and Management Act of 1976 (43 U.S.C. 1737, Section 307);
3. Disaster Relief Act of 1974;
4. Cooperative Fire Suppression Act of April 24, 1950 (16 U.S.C. 572);
5. Public Law 94-148 (16 U.S.C. 565a-1-3);
6. Public Law 99-499, SARA Title III;
7. Nevada State Emergency Management Act of 1950 (N.R.S.);
8. State of Nevada Fire Mutual Aid Plan of 1993; and
9. Nevada Revised Statute 277.080 to 277.180.

III. PROVISIONS

WHEREAS, PVFRS maintains fire prevention, detection, and suppression forces to protect areas of private lands in Nye County, Nevada, which are adjacent to lands which BLM protects;

WHEREAS, BLM maintains wildfire prevention, detection, and suppression forces through the Las Vegas Field Office covering areas adjacent to lands which PVFRS protects; and

WHEREAS, it is to the mutual advantage of all parties to coordinate their efforts in the fire prevention, detection, and suppression of wildfires in and adjacent to their areas of responsibility, without duplication;

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree as follows:

IV. DEFINITION OF TERMS

1. **Authorized Officer:** This shall mean the Pahrump Valley Fire Chief, or the Pahrump Valley Assistant Fire Chief, for Pahrump, Nevada, or the District Fire Management Officer, or the Assistant District Fire Management Officer for the BLM.
2. **Initial Attack Forces:** These shall mean fire suppression personnel and equipment of signatory agencies that are initially dispatched to a fire in accordance with a pre-planned dispatch plan or specific resource order.
3. **Responsible Agency:** This shall mean an agency that has the responsibility for fire control/management for a given parcel of land.

V. SPECIFIC OBLIGATIONS OF THE AGENCIES

PAHRUMP VALLEY FIRE-RESCUE SERVICE

1. Furnish personnel and firefighting equipment to BLM at the request of an Authorized Officer. Requests will be honored provided that such assistance is within its capabilities and that such action will not leave its own responsibility unduly exposed to fire danger, and as current conditions permit.
2. Release the BLM equipment and personnel from emergency duties as soon as practicable and mutually desirable.
3. Go upon BLM lands to engage in wildfire suppression activities for fire protection when a wildfire is threatening lands of PVFRS responsibility.
4. Adhere to the suppression and mop up standards of BLM when suppression wildfires on their lands.

5. Shall normally operate, service, and repair equipment owned and used by PVFRS to suppress wildfires on lands for BLM.
6. Report wildfires immediately to the Las Vegas Interagency Communication Center at 702/631-2300.
7. Furnish the BLM with a Preliminary Fire Report within ten (10) days after the fire is declared out. Supporting records, documents, and maps will be included in the Fire Report.
8. Request mutual aid through the established channels and made by an Authorized Officer of PVFRS and approved by an Authorized Officer of BLM.
9. Provide accommodations for the BLM to station one (1) engine at their Pahrump Fire Station, and also permit up to four (4) people to live at the station during the operational period of April through October.
10. Reach agreement, and document, specific work to be performed for which BLM has jurisdiction. Total costs of such work exceeding the initial forty-eight (48) hours are reimbursable and need to be submitted with an itemized statement.
11. Supervise PVFRS employees for the purpose of tort claims and compensation for work injuries while performing work under this agreement. Therefore, PVFRS shall be responsible for the welfare of their own personnel, including the treatment of any injuries which may result from any wildfire or travel to or from any wildfire.
12. Not be liable to BLM for any damage in consequence of the performance of work under this agreement.
13. Provide funds to the BLM for the transfer of wildland firefighting equipment and supplies ordered through the National Cache System. Funds will be transferred according to BLM and PVFRS regulations.
14. Provide reimbursements to the BLM, made payable to: USDI, Bureau of Land Management, Unit Collections Officer.

BUREAU OF LAND MANAGEMENT SHALL:

15. Furnish personnel and firefighting equipment to PVFRS at the request of an Authorized Officer. Requests will be honored provided that such assistance is within their capabilities and that such action will not leave their own responsibilities unduly exposed to wildfire danger, and as current conditions permit.
16. Release PVFRS equipment and personnel from emergency duties as soon as practicable and mutually desirable.
17. Go upon PVFRS responsibility lands to engage in wildfire suppression activities for fire protection when a wildfire is threatening lands of BLM responsibility.

18. Adhere to the suppression and mop up standards of PVFRS when suppressing wildfires on their responsibility lands.
19. Shall normally operate, service, and repair equipment owned and used by BLM to suppress wildfires on lands for PVFRS.
20. Reach agreement, and document, specific work to be performed for which PVFRS has jurisdiction. Total costs of such work exceeding the initial forty-eight (48) hours are reimbursable and need to be submitted with an itemized statement.
21. Supervise BLM employees for the purpose of tort claims and compensation for work injuries while performing work under this agreement. Therefore, BLM shall be responsible for the welfare of their own personnel, including the treatment of any injuries which may result from any wildfire or travel to or from any wildfire.
22. Not be liable to PVFRS or any landowner for any damage in consequence of the performance of work under this agreement.
23. Report fire immediately to the PVFRS Dispatch (Nye County Sheriff's Office) at 775/751-7000.
24. Furnish PVFRS with a Preliminary Fire Report within ten (10) days after the fire is declared out. Supporting records, documents, and maps will be included in the Fire Report.
25. Request mutual aid through the established channels and made by an Authorized Officer of BLM, and approved by an Authorized Officer of PVFRS.
26. Provide assistance to PVFRS in the form of a support nature that consists of delivering water to a structure fire incident.
27. Transfer ownership of wildland firefighting equipment and supplies paid for by PVFRS (as identified in #13 above). Funds will be transferred according to BLM and PVFRS regulations.
28. Provide reimbursements to PVFRS, made payable to: Pahrump Valley Fire-Rescue Service, Business Office, 300 North Highway 160, Pahrump, Nevada 89048.

ALL AGENCIES SHALL:

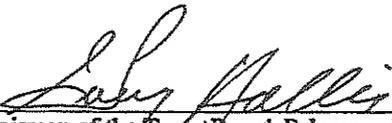
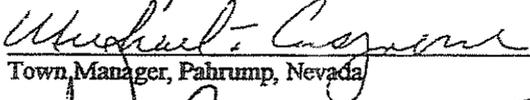
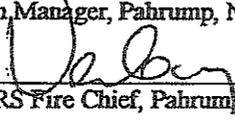
29. Notify the other agencies in advance of prescribed burning operations in areas of mutual protection or adjacent boundaries.
30. Plan for the future construction of a co-located Fire Station Facility in Pahrump that meets the needs of the signatories of this agreement.

31. Cooperate, whenever possible, on such matters as training facilities, training equipment, instructors, fire prevention programs, planning, public information, news releases, and environmental education.
32. Dispatch, on the closest resource basis, only personnel who meet or exceed the minimum requirements for the training and physical standards of the National Wildland Coordination Group (NWCG).
33. Promptly dispatch Initial Attack Forces in cases of a known or suspected Boundary Fire.
34. Follow the Incident Command Structure on all incidents.
35. Be responsible for, and pay its own, fire costs when a fire burns on both sides of a jurisdictional boundary.
36. Not be bound to make any expenditures under the terms of this agreement, except as authorized by law.
37. Include the following information when reporting fires: location, present size, type of fuel, rate of spread, time discovered, and name and location of reporting party.
38. Investigate the Fire Cause on their own areas of responsibility.
39. Meet annually to: a) review this Agreement for possible updates, b) review the previous year's activities, c) plan for the next year of activity, and d) discuss and define areas of responsibility and Mutual Aid Zones in order to update the Fire Reporting System.
40. Comply with the requirement that no member of, or delegate to, Congress or Resident Commissioner shall be admitted to share any or part of this agreement, or to any benefit to arise therefrom; but, this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.
41. Furnish each entity, or otherwise make available upon request, such maps, documents, instructions, records, and reports, including, but not limited to, fire reports and law enforcement reports, which any agency considers necessary in connection with this agreement.
42. Comply with the provisions shown in Section 1, Equal Opportunity, Part B, Labor Standards Provisions.
43. Comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, and in accordance with Title VI of that Act, no person in the United States shall, on the grounds of race, color, handicap, or national origin, be excluded from participation, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the recipient receives federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

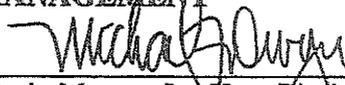
44. Be for the sole benefit of the signatory agencies, and that no intention, express or implied, exists to benefit any persons not a party hereto. By entering into this agreement, Signatory Agencies do not adopt any duty to protect, to inspect, or to provide any other function other than that imposed by general law.
45. Comply with Public Law 91-190, the National Environmental Policy Act of 1969, activities covered by this agreement work toward managing and enhancing the environment for the widest range of beneficial uses without its degradation or risk to health, safety, or other undesirable consequences.
46. Become effective as soon as signed by the parties hereto and shall continue in force indefinitely unless formally terminated by either party after thirty (30) days notice in writing to the other party of intention to do so. The main body of this agreement shall remain in effect, even though one or more of the incorporated elements could be discontinued via a thirty (30) day notice in writing describing the voiding of the specific element or elements.

IN WITNESS WHEREOF, each agency hereto has caused this Interagency Agreement to be executed by an Agency Authorized Official on the day and year set forth opposite their signatures.

TOWN OF PAHRUMP

	
Chairman of the Town Board, Pahrump, Nevada	Date
	5/27/99
Town Manager, Pahrump, Nevada	Date
	5-27-99
PVFRS Fire Chief, Pahrump, Nevada	Date

USDI-BUREAU OF LAND MANAGEMENT

	
District Manager, Las Vegas District, Las Vegas, Nevada	Date
	6/11/99

Henderson
-5 yrs-

INTERLOCAL COOPERATIVE AGREEMENT
FOR USE OF FACILITY

THIS COOPERATIVE AGREEMENT, made and entered into this _____ day of _____, 2005, by and between the CITY OF HENDERSON, NEVADA, a municipal corporation of the State of Nevada (hereinafter referred to as "Henderson"), and the TOWN OF PAHRUMP, NEVADA, a political subdivision of the State of Nevada (hereinafter referred to as "Pahrump").

WITNESSETH

WHEREAS, Henderson and Pahrump each provide fire services to the public; and
WHEREAS, Pahrump plans to conduct ongoing firefighter training and testing; and
WHEREAS, Pahrump desires to use the Henderson Fire Training Facility for the purpose of conducting said firefighter training and testing;

NOW, THEREFORE, pursuant to the authority granted in NRS 277.045, authorizing cooperative agreements, and for and in consideration of the promises and the mutual covenants hereinafter contained, the parties mutually agree as follows:

SECTION ONE
FIRE TRAINING FACILITY

Henderson hereby agrees to allow Pahrump to utilize the training tower, driving area, burn props, extracation and portions of the drill grounds as needed. The respective Training Chiefs of Henderson and Pahrump will mutually agree upon the specific details relevant to the use of the equipment and areas. Pahrump shall provide all training materials, apparatus, fuel, protective clothing, and instructor and clerical personnel as may be required during the course of the training and testing. The training will commence on a date selected by Pahrump, provided Pahrump gives Henderson at least 30 days written notice of that date.

SECTION TWO
FINANCIAL RESPONSIBILITY

Pahrump hereby agrees that it will maintain at its sole cost and expense all financial responsibilities, including all salaries, benefits and insurance for its firefighter cadets, instructor and clerical personnel. The Pahrump firefighters, firefighter cadets, instructors and clerical personnel shall in no way be considered employees of the City of Henderson.

SECTION THREE
EFFECTIVE DATE AND TERM

The effective date of this Agreement shall be the date on which the governing body of the last party to approve this Agreement takes action to approve this Agreement.

The term of this Agreement will be for five (5) years from the date of approval by the governing bodies of each party unless it is terminated earlier by either party giving written notice of termination to the other at least thirty (30) days prior to the effective date of such termination.

SECTION FOUR
NOTICES

All notices which are required or permitted to be given hereunder must be given in writing and must either be delivered personally to the party to whom such notice is given or sent to it by certified mail, postage prepaid and return receipt requested, addressed to such party at the address which is designated below (or such other address as may hereafter be designated by either party by written notice thereof to the other):

HENDERSON: Jim Cavalieri, Fire Chief
 City of Henderson - Fire Department
 240 Water Street, 3rd Floor
 P.O. Box 95050, MSC 133
 Henderson, Nevada 89009-5050

PAHRUMP: Scott Lewis, Fire Chief
 Pahrump Town Offices
 400 N. Nevada Highway 160
 Pahrump, NV 89060

SECTION FIVE
INDEMNIFICATION

Subject to the limitations on liability set forth in NRS Chapter 41, Pahrump hereby agrees to indemnify and defend and hold Henderson its officers, agents or employees harmless from and against any and all liability, loss, damage, cost, claims, liens, judgments or demands of any kind which it or they may incur, suffer or be required to pay by reason of death, disease, or bodily injury resulting to any person, or of injury or damage to or destruction or loss of any property due directly to the action and deeds of Pahrump personnel, agents and officers, which may occur as a result of this Agreement.

SECTION SIX
INTEGRATION

This Agreement represents the entire integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, either written or oral. This Agreement may be amended only by a written document, which is signed by both parties.

SECTION SEVEN
PURPOSE

This Agreement is entered into solely for the benefit of the two (2) parties to this Agreement and does not create any rights, powers or privileges in any third parties in any manner, method or form.

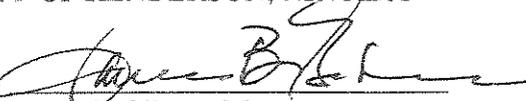
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SECTION EIGHT
GOVERNING LAW

This Agreement is to be governed by and interpreted according to the laws of the State of Nevada.

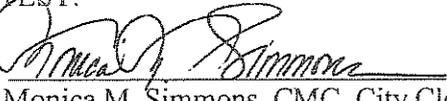
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

CITY OF HENDERSON, NEVADA

By: 

James B. Gibson, Mayor

ATTEST:

By: 

Monica M. Simmons, CMC, City Clerk

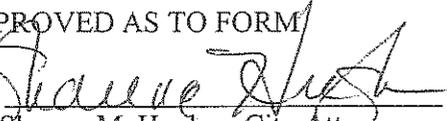
Date of Council Action: 11/1/05

APPROVED AS TO SUBJECT MATTER

By: 

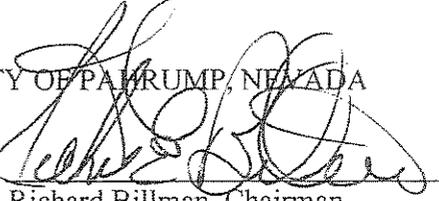
Jim Cavalieri, Fire Chief

APPROVED AS TO FORM

By: 

Shauna M. Hughes, City Attorney

CITY OF PARRIP, NEVADA

By: 

Richard Billman, Chairman

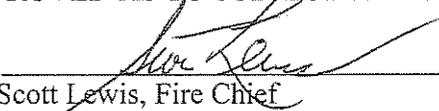
ATTEST:

By: 

~~Laurayne Murray, Town Clerk~~
Paul Willis

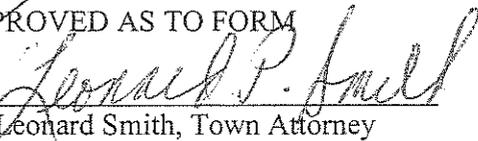
Date of Town Board Action: 2/14/06

APPROVED AS TO SUBJECT MATTER

By: 

Scott Lewis, Fire Chief

APPROVED AS TO FORM

By: 

Leonard Smith, Town Attorney

AGENDA ITEM REQUEST

Requests and backup **must** be in the Town Office by Noon, Wednesday of the week **preceding the Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 7:00 p.m. in the Bob Ruud Community Center.

DATE AGENDA ITEM SUBMITTED

JAN 20, 2010

DATE OF DESIRED BOARD MEETING

FEB 9, 2010

CIRCLE ONE:

Action

or

Non-Action

ITEM REQUESTED FOR CONSIDERATION:

STATUS UPDATE FROM PAVED BOARD

If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.

BRIEF SUMMARY OF ITEM:

(A) STATUS OF PAVED PLAN ON ECONOMIC DEVELOPMENT

(B) ACCOUNTING OF THE LAST FUNDS RECEIVED FROM THE TOWN OF PAHRUMP TO PAVED MAY 2009 AMOUNT OF 30,000.00

BACKUP ATTACHED:

YES

NO

NAME OF PRESENTER(S) OF ITEM:

BOARD OF DIRECTORS PAVED

SPONSORED BY:

Bill Dolan VICE CHAIRMAN TB

Print Name

Bill Dolan
400 N. Hwy 160 PAHRUMP 89060

Mailing Address

Signature

[Signature]
775-764-1327

Telephone Number

#10

February 14, 2010

Town Of Pahrump
250 HWY 160
Pahrump, Nevada 89060

Re: PAVED, INC, Summary

To Whom It May Concern,

Attn: Mr. William Kohbarger, Town Manager

This is in reference to the Paved, Inc yearly summary. We first want to take this opportunity to thank the Town board and Staff for their co-operation and assistance throughout the year.

To review, the Paved Board has been very busy. Part of this time was spent re-organizing after the change of Board members and personnel. The current board stepped into their roles within the PAVED structure and assumed many of the pre-change activities.

Time was spent on checking and changing many of the here-to –for practices. We changed the entire work force of PAVED, i.e, removing paid personnel and down-sizing the entire operation. We also changed the location to its' current spot on Hwy 160, in order to facilitate easy access of members, new visitors and locals alike. During this period, we have cut costs and kept all activities as a volunteer basis and therefore, there has been reduced costs to the PAVED budget.

Previously, paid staff operated the office activities, arranged meetings, kept records and generally “manned” the office for daily operation. With the changes we undertook, many of the day to day duties we combined and shared. Our limited budget was now to be utilized for the creation of new programs, continuation of the MOU we have with the Town of Pahrump for the “fairgrounds” endeavor and the operation of the office. Therefore, reviewing our budget, it is clear that the monies we have spent are limited to those practices. Specific questions can be answered at the Town’s request.

Reviewing our activities is as follows:

- A.) **Office practices.** Most the office practices revolve around keeping any usual business alive and functioning. Initially, in the change-over, we had to sort out what was previously done and how it was accomplished. Many new practices are now in process and we feel it is a better and more streamlined. From phones to computers, to filing taxes, quarterlies and paying bills, we have done it step by step and currently have executed and updated necessary processes,
- B.) **Member services:** Currently we are holding quarterly meetings; the next on is March 25th, 2010 is at the Pahrump alley Museum. These meetings will keep the general members updated as to our newest activities and outline our recommendations for the next half year.
- C.) **RBEG/Class:** We currently have the RBEG half way completed. We held two classes before the end of the year. The Holidays came along and we had

to cancel classes due to location and equipment availability. We now have the equipment and the location will be at the PAVED Office, so we can accommodate a larger group of people. We also feel that the response will be better, with Holidays over and the Economy a bit better overall. We genuinely feel that this is a worthwhile class with great information for the new ‘Entrepreneur’ in Pahrump.

- D.) **Fairgrounds Development:** This is a special section and ask you to please refer to the attached summary for information, clarification and recommendations.
- E.) **Roundtable Meetings:** This “group of groups” was undertaken in late July of 2009. PAVED formed this organization for the betterment of Pahrump by joint venturing similar and connecting agencies to look at issues within the Valley. Our initial consensus was that Planning, Zoning needed a closer look to see what was hindering businesses from getting started here. Other top goals for this group are Bringing Businesses to Pahrump and better Communication in Pahrump overall. Currently, we are working on the Planning and Zoning issue. Unfortunately, we have been side-lined by the County hierarchy and we will be re-grouping at the next Roundtable meeting on this very subject. Due to the current economy, it has been difficult to actively court new businesses to the Town. We have also expressed a need to connect with the new and possible businesses the Town is currently working with, however, we have not ever received any information on these possible entities. This group is a very eclectic group representing EDEN, RNDC, the Chamber, Casinos, the College and Work Force Development, Realtors County Commissioners, Tourism representatives, and Hotel Managers. Obviously, we are getting a fair share of opinions and goals for the Town with this diverse and experienced group.
- F.) **Pahrump Fair:** The newest endeavor for the PAVED group. We are immersed in the process of undertaking and developing the “new and improved” version of the Fall Festival that was previously run by the Town. This is a multiple layered and interactive grouping of volunteers and tasks which look simple by observation, but are detailed and time-consuming by practice. It is only by the commitment and pure joy of assisting the event; that all of these divisions, come together in a seamless and organized fashion. The different groups have proved once again that they are up to the task and embrace the venture with enthusiasm.! It is PAVEDs’ desire to make this a better and more vibrant event. Many new ideas and practices are already being implemented. The Fair will hopefully draw more folks to participate, thereby making profits grow and the re-imburement to the Town substantial. This will allow further expansion, growth and development of the Fairgrounds area.

Thank you again for allowing us to serve the Town of Pahrump and we look forward to emboldened year for PAVED and Pahrump!

Respectfully submitted,
The Board of Directors, PAVED, Inc.

February 19, 2010

To the members of the Pahrump Town Board

In July, 2009 the PAVED, Inc Board of Directors presented the Town Manager with a comprehensive audit of the PARC project.

In that meeting, a recommendation was presented. The recommendation was to reduce the size of the PARC project to an initial park and fairgrounds development with expansion in additional phases to come in time.

We were assured, in that meeting, the Town Manager would present the rendering of the initial phase to a new engineering group, he was working with, and we would have additional correspondence from him and/or the engineering group very soon. After several requests, no additional correspondence from the Town Manager has been received on this issue.

Over the past several months, it has come to the attention of PAVED, Inc., the Town of Pahrump owns two contiguous 40 acre parcels of land located off of Kellogg Rd. Currently a fire station resides on a portion of the front parcel.

PAVED, Inc. has performed some initial due diligence and have found these two parcels are very well suited as a replacement location for a new park and fairgrounds facility. We feel this location can be developed at significantly lower cost and time. We feel a park facility will be enthusiastically welcomed by the residents of Pahrump. We feel it will be a significantly better location to host future events such as the Pahrump Fair, July 4th Festival, etc.

PAVED, Inc recommends the Pahrump Town Board consider the development of a new park and fairgrounds complex on the Kellogg properties. Should the Pahrump Town Board decide to develop this project, PAVED, Inc. is ready to take on the task of managing the project.

In time, the original PARC project can be revisited and analyzed to see if it makes sense, or possibly use the land the PARC project would occupy for another purpose.

Thank you in advance for you review and consideration of the PAVED, Inc. recommendations.

Sincerely,

PAVED, Inc Board of Directors.

Findings Report of PARC

Prepared by PAVED, Inc.

Date: July 2009

Overview-

PARC, Pahrump Arts and Recreation Complex

The PARC project is a 426 acre multiuse recreation facility. This project, originally called the Nye County Fairgrounds has gone through many changes.

With the creation of P.A.V.E.D., the Town of Pahrump tasked P.A.V.E.D. with the responsibility of moving the PARC project forward.

In November 2008 and with the direction of the Pahrump Town Manager, PAVED, Inc inherited the project from P.A.V.E.D. Paved, Inc was directed to continue the work of P.A.V.E.D. and do everything possible to bring the project to fruition.

In late 2008, during the transfer, Paved, Inc. received an overview of the project from the P.A.V.E.D Chairman of the Board, Al Balloqui.

- We were advised the plan for PARC was designed by Larc, a Texas based company who designs multiuse facilities such as PARC.
- We were presented with the Biological Opinion performed in 1998.
- We were provided with Feasibility Studies created by Larc.
- We received information relating to three federal grants to be used for PARC.
- We received information regarding a negotiation taking place between the Town of Pahrump and the Department of Fish and Wildlife pertaining to the amount of Desert Tortoise Take and the fee per acre for the Take.
- We were advised the agreement between the Town and the Department of Fish and Wildlife was a prerequisite for release of the HUD Grants.
- We were advised the Town would like us to wait to advertise the PARC project with new billboard signs until the negotiations were complete between the Town and Department of Fish and Wildlife.
- We were advised this negotiation was nearing completion.
- We were advised an Environmental Assessment was nearing completion and required in order to have the grant money released.
- We were advised time was of the essence as the grant money would be expiring at the end of the federal fiscal year 2009.
- We were informed a pipeline was planned to provide sewer effluent from the Mt. Falls sewer treatment plant to PARC for non-potable uses.
- We were informed a commercial well would be installed on the property and used to provide potable water.
- We were advised there were three main planned areas. A "Field of Dreams" little league baseball facility, a commercial "Water Park" recreation facility and a "Western Theme Town" amusement facility along with a fairgrounds facility and several other ancillary facilities.
- We were advised there was an investment group comprised of retired major league baseball players prepared to develop the "Field of Dreams"
- We were advised engineered plans had already been prepared, and approved by the county, pertaining to the work itemized in the HUD grants.
- We were advised the Town has a 1.2 million dollar pool of funds set aside for development of the PARC project.

- We were advised in early to mid 2009 by Mr. Balloqui that he was working with a group of entities to create an MUD and a GID which would allow the Town to build and install a water and sewer system near the PARC facility which would provide water, sewer and infrastructure to the PARC and nearly 3000 individual parcels of land adjacent to PARC. We were informed this plan had the blessing of the Town and County management.
- We were advised there were no less than 3 local developers who would be willing to contribute significant amounts of money to see this happen. We were advised this would alleviate the Town having to negotiate with Utilities Inc. for services to PARC.

PAVED, Inc formed a committee to undertake the assignment of moving the PARC project forward. This committee was initially under the direction of Mr. Balloqui. While the committee was under Mr. Balloqui's direction, he continually assured us, we were on task and the Town was working diligently to complete the negotiations with the Department of Fish and Wildlife and once this negotiation was complete we could begin to move forward with the release of the HUD Grants and engineering. After several months of no progress, the resignation of Mr. Balloqui and continued delay with the completion of the negotiations, the PAVED, Inc Board of Directors decided to conduct an audit of the entire PARC project. The audit was to determine the viability of the PARC project and if PAVED, Inc. should continue to volunteer its time and efforts for the PARC project

The following are the findings of the PAVED, Inc. Board of Directors audit of the PARC project.

- We found there were no investors planning to develop any part of the PARC project and any potential developers who may have been interested have gone elsewhere to develop. Additionally, after many requests, both written and verbal, the PAVED, Board of Directors was unsuccessful at securing the contact information for the said investors.
- We submitted the Larc Feasibility Studies to several independent companies who are nationally known for the feasibility studies they prepare for investors who develop Family Entertainment Centers, Water Parks, Sports Complexes, etc. We found the Feasibility Studies submitted by Larc for the PARC project were fatally flawed. The studies indicated the Water Park and Western Theme Town would need an average of several thousand visitors per month with tens of thousands of visitors during the peak months. The studies showed a primary market of 40,000, a secondary market of 2.5 million and a tertiary market of 600,000. The independent feasibility companies advised the primary market typically provides the largest draw. We found our primary market is comprised of a significant number of fixed income retirees and a significant number of under employed lower income citizens. We found it is unrealistic to believe the primary market would be able to support PARC. We found the secondary market is the greater Las Vegas metropolitan area. We additionally found it is unrealistic to believe the secondary market will support PARC considering all the things they can already do in their own market. We found the Las Vegas market is planning its own "Field of Dreams" and commercial Water Park. Neither of these plans has moved forward making it even more unrealistic that the secondary market would travel to Pahrump to support PARC. We found the tertiary market was comprised of tourists who travel, on commercial tour busses, from Las Vegas through Pahrump to Death Valley National Park. We found it was unrealistic to believe this market would return to Pahrump to support PARC.
- We found the Larc Feasibility Study was based on an entry fee of \$35 per person per day for either the Water Park or the Western Theme Park, not both. We believe this is an unrealistic amount of money to charge the primary market making the success of the PARC project even more unrealistic.
- We found we do not have complete disclosure as to the status of the HUD Grant money. We have been told by the Town the grants are available to be drawn down now. We have been told by the Environmental Specialist (Mary Ellen Giampolli) the grants expire at the end of the federal fiscal year 2009. We have received information, from HUD, the grants do not expire until 2012 but are in jeopardy as the Town and County have not

provided their required reporting to keep the grants alive. We found the HUD Grants only require the submission of the Biological Opinion and the Environmental Assessment or Environmental Impact Study in order for the draw down process to begin. We have been informed, no completed negotiation between the Town and the Department of Fish and Wildlife is required.

- We found the Environmental Specialist had requested, on several occasions over the past 15 months, from Mr. Balloqui, a list of several items in order to complete the EA or the EIS. We found the Environmental Specialist advised Mr. Balloqui the PARC project in its configuration as designed by Larc would require the very lengthy and very expensive EIS. We found Mr. Balloqui had not been complying with her request for additional information. The PAVED, Inc PARC committee met with Ms. Giampolli and found the PARC project would have to be reduced to a small initial development and used as a fairgrounds facility with a limited amount of out buildings in order to qualify for an EA. The balance of the land could be marked as "Future Development".
- We found the installation of a pipeline connecting PARC to the Mt. Falls community was fatally flawed as well. We found negotiations between William Lyons Homes and the Town of Pahrump have already taken place and the Town is aware of this fact. We found William Lyons Homes conducted and paid for initial engineering to install the pipeline from the sewer treatment facility to PARC. We found negotiations broke down when the Town was unwilling to share the expenses with William Lyons Homes. We found William Lyons Homes has an existing contract with Utilities Inc. whereby they have the rights to 100% of the effluent from their treatment facility and if an agreement were to exist between William Lyons Homes and a third party to provide effluent, it would have a contingency whereby William Lyons Homes will shut off the service to the third party if a need presented itself and William Lyons Homes needed the effluent it was providing to the third party. We found that these initial negotiations between the Town and William Lyons Homes took place during the real estate boom years of 2005-2007 and William Lyons Homes anticipated having extra effluent to provide to a third party. This situation does not exist now and William Lyons Homes does not even have enough effluent to provide for their community. They are currently supplementing with potable water. We found it unrealistic to believe a situation will ever exist where it would make sense to install a pipeline or enter into an agreement with William Lyons Homes.
- We found the PARC project was in the Utilities Inc tariff. We found the commercial well could not be installed and utilized without the consent of Utilities Inc. We found that you cannot provide untreated potable well water to the general public. We found that any well water pumped from the commercial well located on the PARC grounds would have to be pumped through an onsite treatment center or pumped to a Utilities Inc. treatment facility and then piped back to the PARC grounds. We found that we have not received full disclosure from the Town as to the number of water rights the Town possesses for use by the PARC project.
- We found the Town has not provided full disclosure or proof of the existence of 1.2 million dollars it has earmarked for the PARC project.
- We found the MUD and GID ideas to be a perfect long term solution in a perfect world. However, we found it completely unrealistic, extremely expensive and unnecessary for the PARC project to proceed.
- We found the MUD will require an expensive lawsuit along with the blessing of the NPUC in order for the Town to acquire the section of the Utilities Inc. tariff it seeks. Even if the Town was successful in acquiring the section of UI tariff, it would still need to install and operate the infrastructure. We found it unlikely the Town would prevail in the acquisition of the section of tariff it seeks and unlikely the Town would be able to acquire the funding to install and operate the infrastructure.
- We found the GID would require the notice of over 3000 parcel owners and the approval of 51% in order for the GID to prevail. The GID would seek to change the zoning of each parcel to a Commercial status. This would allow the County to increase the existing property tax by 300%-400%. The GID would receive the difference between the existing

tax base and the increased tax base. This would provide funding for the MUD infrastructure. However, we found that most of these lots are ¼ acre residential lots south of Gamebird. Current Nye County Code requires a Commercial lot be a minimum of ½ acre in size. Therefore the ¼ acre lots would be unusable. We found it extremely unlikely the GID would be successful.

- We found the initial phase of the PARC project will require an investment of \$5M-\$7M dollars. At best, the Town has represented it has \$1.9M for development. This leaves a \$3M-\$5M dollar shortfall. PAVED, Inc has not been provided with any information pertaining to where the additional funds would come from.

This concludes the findings of PAVED, Inc. for the PARC project.

Operating Statement

PAVED, INC
361 S. FRONTAGE ROAD, #1
PAHRUMP, NV 89048

Totals up to 03-31-2009

Account	Quarter-to-Date	%	Year-to-Date	%	
* INCOME *					
100	Membership	\$1,550.00	100.0	\$1,550.00	100.0
	TOTAL INCOME	<u>\$1,550.00</u>	100.0	<u>\$1,550.00</u>	100.0
* EXPENSES *					
120	Advertising/Promotions	\$1,166.05	75.2	\$1,166.05	75.2
180	Office Equipment	\$320.25	20.7	\$320.25	20.7
200	Insurance	\$346.00	22.3	\$346.00	22.3
220	Licenses & Permits	\$5.00	0.3	\$5.00	0.3
240	Office Supplies	\$124.84	8.1	\$124.84	8.1
260	Postage, Shipping, Delivery	\$329.26	21.2	\$329.26	21.2
300	Printing & Copying	\$269.77	17.4	\$269.77	17.4
320	Professional Services	\$2,558.60	165.1	\$2,558.60	165.1
340	Training & Seminars	\$389.40	25.1	\$389.40	25.1
345	Hosted Conventions/Seminars	\$119.24	7.7	\$119.24	7.7
360	Telephone & Telecommunications	\$12.95	0.8	\$12.95	0.8
380	Travel & Meals	\$71.00	4.6	\$71.00	4.6
390	Web Site	\$85.00	5.5	\$85.00	5.5
420	Office Rent	\$2,594.35	167.4	\$2,594.35	167.4
460	Salaries	\$16,451.79	1061.4	\$16,451.79	1061.4
461	FICA (Form 941)	\$4,828.96	311.5	\$4,828.96	311.5
462	FUTA (Form 940)	\$33.12	2.1	\$33.12	2.1
463	NUCI (State Unemployment)	\$124.20	8.0	\$124.20	8.0
500	Corporation State Biz Filings	\$420.00	27.1	\$420.00	27.1
501	State Business Tax - Other	\$120.58	7.8	\$120.58	7.8
	OPERATING EXPENSES	<u>\$30,370.36</u>	1959.4	<u>\$30,370.36</u>	1959.4
	OPERATING PROFIT	<u>(\$28,820.36)</u>	(1859.4)	<u>(\$28,820.36)</u>	(1859.4)
	TOTAL INTEREST EXP.	<u>\$0.00</u>	0.0	<u>\$0.00</u>	0.0
	TOTAL EXPENSES	<u>\$30,370.36</u>	1959.4	<u>\$30,370.36</u>	1959.4
	NET INCOME >>	<u><u>(\$28,820.36)</u></u>	(1859.4)	<u><u>(\$28,820.36)</u></u>	(1859.4)

Operating Statement

PAVED, INC
361 S. FRONTAGE ROAD, #1
PAHRUMP, NV 89048

Totals up to 06-30-2009

Account	Quarter-to-Date	%	Year-to-Date	%
* INCOME *				
100 Membership	\$195.00	0.6	\$1,745.00	5.3
130 Federal Grants	\$1,376.32	4.4	\$1,376.32	4.2
150 Local Government Grants	\$30,000.00	95.0	\$30,000.00	90.6
TOTAL INCOME	<u>\$31,571.32</u>	100.0	<u>\$33,121.32</u>	100.0
* EXPENSES *				
120 Advertising/Promotions	\$1,227.91	3.9	\$2,393.96	7.2
130 Bank Fees	\$6.00	0.0	\$6.00	0.0
180 Office Equipment	\$0.00	0.0	\$320.25	1.0
200 Insurance	\$0.00	0.0	\$346.00	1.0
220 Licenses & Permits	\$0.00	0.0	\$5.00	0.0
240 Office Supplies	\$568.53	1.8	\$693.37	2.1
260 Postage, Shipping, Delivery	\$497.83	1.6	\$827.09	2.5
280 Miscellaneous	\$331.00	1.0	\$331.00	1.0
300 Printing & Copying	\$126.59	0.4	\$396.36	1.2
320 Professional Services	\$360.00	1.1	\$2,918.60	8.8
340 Training & Seminars	\$68.42	0.2	\$457.82	1.4
345 Hosted Conventions/Seminars	\$570.00	1.8	\$689.24	2.1
360 Telephone & Telecommunications	\$379.87	1.2	\$392.82	1.2
380 Travel & Meals	\$36.00	0.1	\$107.00	0.3
390 Web Site	\$0.00	0.0	\$85.00	0.3
420 Office Rent	\$0.00	0.0	\$2,594.35	7.8
460 Salaries	\$8,500.31	26.9	\$24,952.10	75.3
461 FICA (Form 941)	\$3,070.52	9.7	\$7,899.48	23.9
462 FUTA (Form 940)	\$94.38	0.3	\$127.50	0.4
463 NUCI (State Unemployment)	\$1,188.00	3.8	\$1,312.20	4.0
500 Corporation State Biz Filings	\$149.74	0.5	\$569.74	1.7
501 State Business Tax - Other	\$0.00	0.0	\$120.58	0.4
503 Payroll Expense - Other	\$81.70	0.3	\$81.70	0.2
OPERATING EXPENSES	<u>\$17,256.80</u>	54.7	<u>\$47,627.16</u>	143.8
OPERATING PROFIT	<u>\$14,314.52</u>	45.3	<u>(\$14,505.84)</u>	(43.8)
TOTAL INTEREST EXP.	<u>\$0.00</u>	0.0	<u>\$0.00</u>	0.0
TOTAL EXPENSES	<u>\$17,256.80</u>	54.7	<u>\$47,627.16</u>	143.8
NET INCOME >>	<u>\$14,314.52</u>	45.3	<u>(\$14,505.84)</u>	(43.8)

Operating Statement

PAVED, INC
361 S. FRONTAGE ROAD, #1
PAHRUMP, NV 89048

Totals up to 06-30-2009

Account	Quarter-to-Date	%	Year-to-Date	%
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Operating Statement

PAVED, INC
361 S. FRONTAGE ROAD, #1
PAHRUMP, NV 89048

Totals up to 09-30-2009

Account	Quarter-to-Date	%	Year-to-Date	%	
* INCOME *					
100	Membership	\$0.00	0.0	\$1,745.00	5.3
130	Federal Grants	\$0.00	0.0	\$1,376.32	4.2
150	Local Government Grants	\$0.00	0.0	\$30,000.00	90.6
	TOTAL INCOME	<u>\$0.00</u>	0.0	<u>\$33,121.32</u>	100.0
* EXPENSES *					
120	Advertising/Promotions	\$0.00	0.0	\$2,393.96	7.2
130	Bank Fees	\$0.00	0.0	\$6.00	0.0
180	Office Equipment	\$20.00	0.0	\$340.25	1.0
200	Insurance	\$800.00	0.0	\$1,146.00	3.5
220	Licenses & Permits	\$210.00	0.0	\$215.00	0.6
240	Office Supplies	\$2.00	0.0	\$695.37	2.1
260	Postage, Shipping, Delivery	\$0.00	0.0	\$827.09	2.5
280	Miscellaneous	\$265.94	0.0	\$596.94	1.8
300	Printing & Copying	\$14.92	0.0	\$411.28	1.2
320	Professional Services	\$0.00	0.0	\$2,918.60	8.8
340	Training & Seminars	\$0.00	0.0	\$457.82	1.4
345	Hosted Conventions/Seminars	\$167.92	0.0	\$857.16	2.6
360	Telephone & Telecommunications	\$340.25	0.0	\$733.07	2.2
380	Travel & Meals	\$0.00	0.0	\$107.00	0.3
390	Web Site	\$159.80	0.0	\$244.80	0.7
400	Expenses - Other	\$400.00	0.0	\$400.00	1.2
420	Office Rent	\$1,400.00	0.0	\$3,994.35	12.1
460	Salaries	\$0.00	0.0	\$24,952.10	75.3
461	FICA (Form 941)	\$0.00	0.0	\$7,899.48	23.9
462	FUTA (Form 940)	\$0.00	0.0	\$127.50	0.4
463	NUCI (State Unemployment)	\$0.00	0.0	\$1,312.20	4.0
500	Corporation State Biz Filings	\$0.00	0.0	\$569.74	1.7
501	State Business Tax - Other	\$0.00	0.0	\$120.58	0.4
503	Payroll Expense - Other	\$0.00	0.0	\$81.70	0.2
	OPERATING EXPENSES	<u>\$3,780.83</u>	0.0	<u>\$51,407.99</u>	155.2
	OPERATING PROFIT	<u>(\$3,780.83)</u>	0.0	<u>(\$18,286.67)</u>	(55.2)
	TOTAL INTEREST EXP.	<u>\$0.00</u>	0.0	<u>\$0.00</u>	0.0
	TOTAL EXPENSES	<u>\$3,780.83</u>	0.0	<u>\$51,407.99</u>	155.2
	NET INCOME >>	<u><u>(\$3,780.83)</u></u>	0.0	<u><u>(\$18,286.67)</u></u>	(55.2)

Operating Statement

PAVED, INC
361 S. FRONTAGE ROAD, #1
PAHRUMP, NV 89048

Totals up to 09-30-2009

Account	Quarter-to-Date	%	Year-to-Date	%
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Operating Statement

PAVED, INC
361 S. FRONTAGE ROAD, #1
PAHRUMP, NV 89048

Totals up to 12-31-2009

Account	Quarter-to-Date	%	Year-to-Date	%
* INCOME *				
100 Membership	\$19.00	100.0	\$1,764.00	5.3
130 Federal Grants	\$0.00	0.0	\$1,376.32	4.2
150 Local Government Grants	\$0.00	0.0	\$30,000.00	90.5
TOTAL INCOME	<u>\$19.00</u>	100.0	<u>\$33,140.32</u>	100.0
* EXPENSES *				
120 Advertising/Promotions	(\$90.62)	(476.9)	\$2,303.34	7.0
130 Bank Fees	\$0.00	0.0	\$6.00	0.0
180 Office Equipment	\$43.36	228.2	\$383.61	1.2
200 Insurance	\$0.00	0.0	\$1,146.00	3.5
220 Licenses & Permits	\$5.00	26.3	\$220.00	0.7
240 Office Supplies	\$0.00	0.0	\$695.37	2.1
260 Postage, Shipping, Delivery	\$84.00	442.1	\$911.09	2.7
280 Miscellaneous	(\$300.00)	(1578.9)	\$296.94	0.9
300 Printing & Copying	\$0.00	0.0	\$411.28	1.2
320 Professional Services	\$0.00	0.0	\$2,918.60	8.8
340 Training & Seminars	\$0.00	0.0	\$457.82	1.4
345 Hosted Conventions/Seminars	(\$81.15)	(427.1)	\$776.01	2.3
360 Telephone & Telecommunications	\$90.63	477.0	\$823.70	2.5
380 Travel & Meals	\$0.00	0.0	\$107.00	0.3
390 Web Site	\$0.00	0.0	\$244.80	0.7
400 Expenses - Other	\$0.00	0.0	\$400.00	1.2
420 Office Rent	\$1,800.00	9473.7	\$5,794.35	17.5
460 Salaries	(\$718.41)	(3781.1)	\$24,233.69	73.1
461 FICA (Form 941)	\$0.00	0.0	\$7,899.48	23.8
462 FUTA (Form 940)	\$0.00	0.0	\$127.50	0.4
463 NUCI (State Unemployment)	\$0.00	0.0	\$1,312.20	4.0
500 Corporation State Biz Filings	\$0.00	0.0	\$569.74	1.7
501 State Business Tax - Other	\$0.00	0.0	\$120.58	0.4
503 Payroll Expense - Other	\$0.00	0.0	\$81.70	0.2
OPERATING EXPENSES	<u>\$832.81</u>	4383.2	<u>\$52,240.80</u>	157.6
OPERATING PROFIT	<u>(\$813.81)</u>	(4283.2)	<u>(\$19,100.48)</u>	(57.6)
TOTAL INTEREST EXP.	<u>\$0.00</u>	0.0	<u>\$0.00</u>	0.0
TOTAL EXPENSES	<u>\$832.81</u>	4383.2	<u>\$52,240.80</u>	157.6
NET INCOME >>	<u><u>(\$813.81)</u></u>	(4283.2)	<u><u>(\$19,100.48)</u></u>	(57.6)

Operating Statement

PAVED, INC
361 S. FRONTAGE ROAD, #1
PAHRUMP, NV 89048

Totals up to 12-31-2009

Account	Quarter-to-Date	%	Year-to-Date	%
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Operating Statement

PAVED, INC
361 S. FRONTAGE ROAD, #1
PAHRUMP, NV 89048

Totals up to 02-15-2010

Account	Quarter-to-Date	%	Year-to-Date	%
* INCOME *				
TOTAL INCOME	\$0.00	0.0	\$0.00	0.0
* EXPENSES *				
140 Dues & Subscriptions	\$90.00	0.0	\$90.00	0.0
320 Professional Services	\$121.02	0.0	\$121.02	0.0
350 FAIR & RODEO	\$750.00	0.0	\$750.00	0.0
360 Telephone & Telecommunications	\$60.42	0.0	\$60.42	0.0
390 Web Site	\$12.95	0.0	\$12.95	0.0
420 Office Rent	\$900.00	0.0	\$900.00	0.0
462 FUTA (Form 940)	\$53.44	0.0	\$53.44	0.0
463 NUCI (State Unemployment)	\$200.40	0.0	\$200.40	0.0
501 State Business Tax - Other	\$42.08	0.0	\$42.08	0.0
OPERATING EXPENSES	\$2,230.31	0.0	\$2,230.31	0.0
OPERATING PROFIT	(\$2,230.31)	0.0	(\$2,230.31)	0.0
TOTAL INTEREST EXP.	\$0.00	0.0	\$0.00	0.0
TOTAL EXPENSES	\$2,230.31	0.0	\$2,230.31	0.0
NET INCOME >>	(\$2,230.31)	0.0	(\$2,230.31)	0.0

AGENDA ITEM REQUEST

Requests and backup must be in the Town Office by **Noon, Wednesday** of the week **preceding the Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 7:00 p.m. in the Bob Ruud Community Center.

DATE AGENDA ITEM SUBMITTED
2/16/2010

DATE OF DESIRED BOARD MEETING
02/23/10

CIRCLE ONE: Discussion, Action, Decision or XXXXXXXXXX

ITEM REQUESTED FOR CONSIDERATION:

Discussion and Decision on Pahrump Town Ordinance #39, An Amendment to Ordinance No. 39 of the Unincorporated Town of Pahrump, To Revise and Restate the Town's Regulations Concerning the Management and Maintenance of the Town's Cemetery, And Providing for Other Matters Properly Relating Thereto.

If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.

BRIEF SUMMARY OF ITEM:

See attached copy of PTO #39.

BACKUP ATTACHED: YES NO

SPONSORED BY: Town Manager

NAME OF PRESENTER(S) OF ITEM: Town Manager

William A. Kohbarger
Print Name

William A. Kohbarger 02/16/10
Signature

Town Office
Mailing Address

(775) 727-5107 ext. 305
Telephone Number

Cookie Westphal

From: Lance Maiss [lmaiss@ArmstrongTeasdale.com]
Sent: Friday, February 19, 2010 12:16 PM
To: Bill Kohbarger
Cc: Cookie Westphal
Subject: MEMO re PTO 39 and Veteran's SOP
Attachments: Memorandum re PTO 39 and Veteran_s SOP.DOC

Bill

Attached hereto is a memo regarding draft PTO 39 and issues surrounding the previously-adopted Veteran's SOP. As you will see, there are essentially two issues the TB should discuss. Assuming those issues can be easily hashed out, my recommendation is to go with one document. Let me know if you need anything further. Best.

Lance P. Maiss
Armstrong Teasdale, LLP
50 W. Liberty Street, Suite 950
Reno, NV 89501
T 775-322-7400
F 775-322-9049

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Memorandum

To: Town Board and Town Manager
From: Lance Maiss
Date: February 19, 2010
Subject: PTO 39 – Cemetery Ordinance and Veteran’s Memorial SOP

After preparing draft PTO 39, which was based upon a draft of a general operating manual for the Town Cemetery, concerns were raised regarding the previously-adopted Veteran’s Memorial SOP.

Town Staff and counsel had been working through the issues surrounding general operations of the Town Cemetery last summer, when it was evident that the Veteran’s Memorial Advisory Board had put forth a draft operating manual for a veteran’s memorial “Veteran’s Memorial SOP.” In an effort to achieve consistency by having one document cover all aspects of the Town Cemetery, we incorporated nearly all of the provisions of the Veteran’s Memorial SOP. However, the Town Board proceeded to adopt the Veteran’s Memorial SOP separately.

After further review of draft PTO 39 and the Veteran’s Memorial SOP, the only substantive differences are the following:

1. Parking is addressed in the Veteran’s Memorial SOP, but is not addressed in draft PTO 39.
2. The Veteran’s Memorial SOP provides for a fee for a veteran burial in grave of \$450, and placement in a columbarium with one dependent to be \$450. On the other hand, draft PTO 39 sets forth that a fee for burial in a grave is \$900 but the fee for burial in a grave for a veteran dependent is \$650. The fee for a veteran and one dependent placed in a columbarium is \$450.

While the Town Board could have draft PTO 39 incorporate the Veteran’s Memorial SOP, having both documents, which address the same issues using different language (but in several instances using the same language), may cause some confusion and not be as user-friendly as intended. Instead, it is recommended that the Town Board consider going with one document – PTO 39. If the Town Board can reconcile the aforementioned differences, it is recommended that the Town Board adopt draft PTO 39 and provide that PTO 39 will supersede not only the current ordinance but the Veteran’s Memorial SOP. By doing so, there will be one document

February 19, 2010

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that the Town and its residents can refer to and rely upon for issues regarding the management and maintenance of the Town Cemetery, including the Veteran's Memorial.

LM



Memorandum

To: Town Board of Pahrump
From: Lance Maiss
Date: February 4, 2010
Subject: Amending and Restating PTO 39 – Pahrump Cemetery Ordinance

For many months, the Town Board and Town Staff have worked through issues involving the management and maintenance of the Town Cemetery, including the addition of a Veterans Memorial. To that end, efforts focused upon developing and implementing a cemetery operating manual, based in part on PTO 39. However, with such significant additions and changes to the policy and procedures for managing and maintaining the Town Cemetery, although not required, it made sense to have PTO 39 amended and restated to reflect the additions and changes, as well as providing the public full disclosure of them. Set forth below are comments regarding the additions and revisions made for amending PTO 39:

- 39.000: This section is renamed from “Purpose of Ordinance” to “Declaration of Town Policy” with less language to simplify what PTO 39 is about.
- 39.100: This section is unchanged.
- 39.105: This section is added to further explain that the authority to operate the cemetery lies with the Town Board and its designated representatives, if any, whether a sexton or manager or some other position.
- 39.110: This definitional section is significantly changed by adding many more definitions. The current ordinance only defines “sexton.”
- 39.200: This section addressing plots has been revised to include the applicability of cremated remains and for a columbarium.
- 39.210: This section is essentially unchanged.
- 39.215: This authority section is an important addition, explaining what persons under Nevada law are authorized to order a burial. See, NRS 451.024.
- 39.220: The provisions of this section (A, B, C) are essentially the same; however, sections D and E are added to further comply with Nevada law. See, NRS 440.510; NRS 440.520; NRS 440.560; NRS 440.570; NRS 440.580.

February 4, 2010

Page 2

39.230: This disinterment section is added to address removal of remains. See, NRS 451.045; NRS 451.050; NRS 440.520; NRS 440.530; NRS 440.560.

39.300: This section for grave digging and setting headstones is revised to provide more details for issues such as notice, time of day, special circumstances, practicality of notice, type of headstones and plaques.

39.340: This section is added to address veterans' columbarium services, based upon the intent of the Town to build a columbarium dedicated to veterans.

39.350: This section is added to provide for any new construction at the cemetery in compliance with NRS Chapter 452 and NAC Chapter 452.

39.400: This section is essentially the same but is revised to provide more detail regarding the maintenance of records. See, NRS 440.590.

39.500: This section is slightly modified regarding what persons are to be notified for indigent burials.

39.600: This section is changed entirely. In the current ordinance, this section is the "Miscellaneous Regulations" section. For the amended ordinance, miscellaneous regulations will be moved to 39.760. Instead, this section addresses the eligibility of a veteran for burial.

39.650: This new section addresses indemnification of the Town for burial or removal of remains.

39.700: This section for fees is revised significantly to change current rates and add new rates, including rates for the burial of veterans.

39.710: This new section is added to provide further detail for the maintenance of records.

39.720: This new section is added to address the maintenance of the cemetery grounds.

39.740: This new section is added to provide for the use of the cemetery for gatherings.

39.760: This section is now the "Miscellaneous Regulations" section. There are additional provisions added to such issues as access, trespass, dogs, items placed at plots, and behavior on cemetery grounds.

39.800: This section for violations is unchanged.

39.810: This section for penalties is essentially the same; however, some unnecessary language is removed for better clarity.

39.820: This section is reworded but serves the same purpose and has the same effect as in the current ordinance.

39.825: This section for injunctive relief is added to indicate that the Town has additional authority to seek injunctive relief to protect the integrity of the cemetery.

February 4, 2010

Page 3

39.830: With the exception of a change of the heading from "Repeal" to "No Conflict," this section is unchanged.

LM

ORDINANCE NO. 39

AN AMENDMENT TO ORDINANCE NO. 39 OF THE UNINCORPORATED TOWN OF PAHRUMP TO REVISE AND RESTATE THE TOWN'S REGULATIONS CONCERNING THE MANAGEMENT AND MAINTENANCE OF THE TOWN'S CEMETERY, AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO

WHEREAS, the current regulations regarding the management and maintenance of the Town Cemetery must be updated to reflect, among other things, additional definitions, enhancement of cemetery services, maintenance of cemetery grounds, updating burial fees and other related expenses, establishment of burial provisions for veterans, and maintenance of records; and

WHEREAS, to carry this out, it is appropriate to replace, update, or add regulations to this ordinance.

NOW, THEREFORE, the Town of Pahrump, Nevada does ordain:

- 39.000** **Declaration of Town Policy.** It is declared to be the policy of this Town to establish uniform regulations regarding the management and maintenance of the Town Cemetery in a manner consistent with the Nevada Revised Statutes as well as all other applicable law.
- 39.100** **Short Title.** The title by which this ordinance shall be known is the "Pahrump Cemetery Ordinance."
- 39.105** **Authority to Operate.** The Pahrump Cemetery shall operate under the authority of the Town Board of the Town of Pahrump by and through its designated sexton or manager pursuant to this ordinance.
- 39.110** **Definitions.** Definitions within this ordinance shall be understood as follows:

"Cemetery" means any enclosure or plot of land that is or may be used for the burial of the dead and includes an individual plot.

"Cemetery Purpose" means a purpose necessary or incidental to establishing, maintaining, managing, operating, improving, or conducting a cemetery, interring remains, or caring for, preserving, and embellishing cemetery purposes.

“Columbarium” means a durable, fireproof structure, or a room or other space in a durable fireproof structure, containing niches and used or intended to be used to contain cremated remains.

“Crypt” means a chamber in a mausoleum of sufficient size to inter human remains.

“Grave” means a space of ground that is in a burial park and that is used or intended to be used for interment in the ground.

“Human Remains” or “Remains” means the body of a deceased person, and includes the body in any stage of decomposition and the cremated remains of a body.

“Interment” means the permanent disposition of remains by entombment, burial, or placement in a niche.

“Lawn Crypt” means a subsurface receptacle installed in multiple units for ground burial of human remains.

“Mausoleum” means a durable, fireproof structure used or intended to be used for entombment.

“Niche” means a space in a columbarium used or intended to be used for the placement of cremated remains in an urn or other container.

“Plot” means space in a cemetery owned by an individual or organization that is used or intended to be used for internment, including grave or adjoining graves, a crypt or adjoining crypts, a lawn crypt or adjoining lawn crypts, or a niche or adjoining niches.

“Sexton” means the individual assigned by the Town of Pahrump to manage cemetery property and shall not connote any religious affiliation whatsoever.

“Urn” means a vessel in which cremated remains can be placed and which can be closed to prevent leaking or spilling of the remains or the entrance of a foreign material.

“Veteran” means a member or former member of the United States Armed Forces (Army, Navy, Air Force, Marine Corps, Coast Guard) or the Reserve Components and Reserve Officers’ Training Corps, a commissioned officer of the National Oceanic Atmospheric Administration or the Public Health Service, or a World War II Merchant Mariner, subject to certain eligibility requirements.