

**STATE EMERGENCY RESPONSE COMMISSION
2025 UNITED WE STAND (UWS) GRANT APPLICATION
TITLE PAGE**

Applicant: Pershing County LEPC

Address: PO Drawer E
Lovelock, NV 89419

Local Emergency Planning Committee (LEPC) Chair:

Name: Sean Burke Title: Emergency Manager
Address: PO Drawer E City/Zip: Lovelock, NV 89419
Phone: 703-999-3901 Fax: n/a
E-mail: sburke@pershingcountynv.gov

Fiscal Officer:

Name: Melanie Hamilton Title: Auditor / Recorder
Address: PO Box 736 City/Zip: Lovelock, NV 89419
Phone: 775-273-2408 Fax: n/a
E-mail: mhamilton@pershingcountynv.gov

Budget Summary:

Planning	Training	Supplies	Equipment	Total*
0	0	0	31,970.00	31970.00

Round up total* to the nearest dollar

LOCAL EMERGENCY PLANNING COMMITTEE APPROVAL:

On behalf of the LEPC, I certify this body has reviewed this grant application and agrees to abide by the Federal and State procedures which are related to the acceptance of funds.

Sean Burke 4/23/24
Signature of LEPC Chair Date

GOVERNING BODY APPROVAL: (i.e. County Commissioner, County Manager)

The LEPC has the approval to apply for funding through this grant.

L. Rackley 4/25/2024
Signature of Governing Body Date

L. Rackley, Chairman, Pershing Board of Commissioners
Print Name and Title

I. GOALS:

Tell the SERC what you want to accomplish with this grant. **Provide a separate discussion of each goal and justify its need to support preparedness to combat terrorism.** The goals are general statements of desired results and identify intended outcomes the program has established to achieve. Justification to support preparedness to combat terrorism must be addressed.

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Improve safety and security as well as enhance response capabilities and operational effectiveness for terrorist / violent extremist events through improved secure storage of ammunition and other explosive / incendiary devices used in such responses.

II. OBJECTIVES:

How do you plan to achieve the goals listed above? Include specific uses of this grant funding to support preparedness to combat terrorism. Objectives focus on the methods/activities to be used to achieve the goals they support.

Answer these questions in each objective:

- ✓ WHAT will be purchased with these grant funds?
- ✓ WHO will complete the purchases awarded?
- ✓ WHEN will the purchases be made and the activity implemented?

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Purchase one Bureau of Alcohol, Tobacco and Firearms (ATF) Type 2 outdoor bullet resistant explosive magazine to be located at the Pershing County Sheriffs Office to store ammunition and other incendiary devices used for operational responses to terrorist / violent extremist events. This will enhance safety and security of these items and improve local law enforcement's ability to respond to such events. The Pershing County Emergency Manager / LEPC Chair will purchase this item and ensure that it is shipped to and installed at the Pershing County Sheriffs Office. The purchase will be made as soon as grant funding becomes available, with an anticipated manufacture / delivery time of 6 months from date of order.

III. UNITED WE STAND PRIORITIES, (to combat Terrorism):

Identify how each item (or category of items) requested addresses at least one of the United We Stand, to combat Terrorism priorities.



UWS Priorities.pdf

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The proposed purchase will improve Pershing County's operational coordination by providing a centralized secure facility to store critical response items in case of a terrorist / violent extremist event in our area. It will also greatly facilitate

maintaining an accurate inventory of such material and prevent any unauthorized use, thereby bolstering protection of critical infrastructure including key governmental operations, businesses, utilities, and cyber operations nodes in Pershing County.

IV. BUDGETS:

Please prioritize your request as awards may need to be reduced based on available funding. Do not round the unit prices or the line item totals. Round up the grand total of each category to the nearest dollar.

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Our top funding priority is for one ATF Type 2 bullet resistant explosive magazine. We have a quote of \$31,970.00 (includes shipping) for an 8.4'H x 10'W x 8'D unit that provides the most storage space for the available funds. This is the only item we are requesting to be funded by this grant.

Planning:

Requests to contract with a consultant must be accompanied by at least two competitive bids. The bids must include an itemized quote and detailed scope of work from the consultant.

Training:

All training requests must first be made through the Department of Emergency Management (DEM). If the DEM declines the training, the request may be included in the grant application along with the letter of declination.

Requests to contract to provide training must be accompanied by at least two competitive bids. The bids must include an itemized quote and detailed scope of work from the consultant.

State per diem rates (which generally follow the federal GSA rates; (<http://www.gsa.gov>) will prevail unless local rates are less. Travel eligibility requirements and rates are further defined in SERC policy 8.5. The rates listed below are for calendar year 2023 only and are subject to change.

*If a privately owned vehicle is used for agency convenience, mileage may be reimbursed at the State rate, currently **.655** cents per mile. If a personal vehicle is used for personal convenience, the reimbursement allowed is **.3275** cents per mile. If an agency vehicle is used, reimbursement may be made for fuel charges based on receipt or agency fuel logs. Airport parking (**most economical lot only**) and ground transportation expenses are reimbursable upon presentation of receipts. Rental cars must be pre-approved by the SERC.*

Double click on any box to open an embedded Excel Spreadsheet to enter your data, when finish click anywhere outside the box to re-embed the data into the Word document and then SAVE your work!!!

Consultant / Contract Services / Other				Amount Requested
Name				
Total Contract Training:				\$0.00
Course / Conference Costs				
Course / Conference Title:				
Registration	Cost per Attendee	# of Attendees		\$0.00
Hotel	Cost per Night	# of Nights	# of Rooms	\$0.00
Per Diem	Cost per Day	# of Days	# of Attendees	\$0.00
Transportation	# of Miles (Round Trip)	Personal Vehicle	# of Vehicles	\$0.00
		\$0.655		
	# of Miles (Round Trip)	Personal Convenience	# of Vehicles	\$0.00
		0.3275		
	Public Transportation	Total \$ Amount		\$0.00
Cost of Airline Ticket	# of Tickets			\$0.00
Parking	Cost per Day	# of Days	# of Vehicles	\$0.00
Total Course / Conference Costs:				\$0.00
Total Training Costs:				\$0.00

Supplies:

List supplies and, if applicable, identify what equipment it is used with.

Supplies Costs:			
Item	Quantity	Unit Price	Amount Requested
Itemized Equipment List will be attached totaling			Exact \$ from list
			\$0
			\$0
			\$0
			\$0
Total Supplies:			\$0

Equipment:

Equipment will be considered based on the state contract prices, as applicable. Please consult the State Purchasing Division's website at <http://purchasing.nv.gov/contracts/> to determine if your equipment may be eligible for the contract prices. As appropriate, the cost of shipping may be included in the grant request. If requesting an item from a state contract, please include a copy of the webpage with your application. Equipment requests other than those on the state's contract or higher priced than those on this list must be accompanied by a quote from the vendor and justification. Quotes for items not on the state's contract must be dated/active within 30 days of the open allocation cycle.

Communications equipment is subject to the completion of the attached Communications Interoperability Questionnaire.



Communications Interoperability Que

Equipment Costs:			
<i>Item</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Amount Requested</i>
<i>Itemized Equipment List will be attached totaling</i>			<i>Exact \$ from list</i>
ATF Type 2 Outdoor Bullet Resistant Explosive Magazine	1	\$29,275	\$29,275
Shipping	1	\$2,695	\$2,695
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
Total Equipment Costs:			\$31,970

V. BUDGET NARRATIVE

This is an explanation of the line items identified in each category. The budget narratives must explain the use of the requested grant funds. Budget narratives must be included for each category for which there is a request for items/services. Justify the relationship between the items listed within each category and the goals and objectives of this grant request. The budget narratives must tie each item requested to the goals and objectives of this project.

Planning -

Explain the basis for selection of each consultant and describe how the service to be provided is essential to achieving established goals.

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Training -

Explain the purpose of the training and how it relates to achieving established goals. Provide location of training, duration, itemized transportation and per diem expenses. If applicable, attach a copy of the letter from the DEM.

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Supplies -

Explain the type of supplies requested and how it relates to achieving the established goals and objectives to support preparedness to combat terrorism.

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Equipment -

Describe the equipment and how it will benefit the project, and why it is necessary to achieving established goals and objectives.

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An ATF Type 2 Explosive Magazine will allow for secure, centralized storage of ammunition and other explosive / incendiary devices at the Pershing County Sheriffs Office. This will facilitate more effective responses to terrorist or violent extremist events in Pershing County. This purchase will enhance the Sheriff's ability to properly store and maintain these sensitive items, while ensuring their rapid availability if an emergency situation develops. It will also facilitate improved inventory and accountability of these items.

CERTIFIED ASSURANCES For LEPCs

Grant Title: 2025 UWS Grant

Upon acceptance of funding from the State of Nevada Emergency Response Commission (SERC), the applicant and the lead governmental unit hereby agree to the following Certified Assurances governing the awarding of funds:

- A) The applicant assures compliance with the Nevada Administrative Code (NAC) 459.9912 et seq. and SERC policies found at <http://serc.nv.gov>.
- B) **FINANCIAL REPORTS** – The recipient is required to submit, at a minimum, quarterly financial reports to the SERC. Reporting must be made in accordance with all applicable federal, state, and local laws and regulations, and SERC Policies 8.5 and 8.6.

No expenditures or obligations will be eligible for reimbursement if occurring prior to or after the award period. All funds need to be obligated by the end of the grant period and expended by the final report date as stated in the grant award cover letter. Failure to submit proper reports pursuant to current policies may jeopardize future funding from the SERC and could result in a denial of reimbursement of funds expended. Failure to comply with this requirement can result in the delay or denial of future reimbursements.

- 1) **Request for advance:** May be requested only if expenses total over \$2,000.00 and is accompanied by a dated purchase order or quote. Complete and submit a financial report form with the appropriate "request for advance" box checked.
- 2) **Report on expenditure of advance:** Show the actual expenditure of the advanced funds. Complete and submit a financial report form with the appropriate "report on expenditure of advance" box checked. This report is due **within 30 days** of the date of the advanced check and must include copies of dated invoices and proof of payment. If the amount advanced is more than the amount spent or the advanced amount is not spent within the 30 days, the unexpended funds are to be returned to the SERC within 45 days* of the date of the check.
- 3) **Request for reimbursement:** Complete and submit a financial report form, at a minimum quarterly, for all expenditures funded by the grant. Include a summary breakdown of expenses, copies of dated invoices, proof of payment and any other documents required by SERC policies. Any other form of documentation for expenditures must be approved by the SERC staff. If additional non-federal funds or resources are used toward the project, report those expenditures as a **match** in the appropriate line on the report form.
- 4) **Quarterly report required:** If there are no expenditures within the quarter, a report with an explanation of why and the plan for future expenditures is due by the end of the month following the end of the quarter. Due dates for quarterly reports are as follows:

- October 31** - for reporting period July 1 to September 30;
- January 31** - for reporting period October 1 to December 31;
- April 30** - for reporting period January 1 to March 31; and
- July 31** - for reporting period April 1 to June 30.

- 5) **Final report:** There will be no further expenditures, the grant is closed, and no further reports are necessary. This report is due within 30 days after the end of the award period, or any time prior to the end of the award period if no further funds will be spent. Once the final report is processed there will no additional draws allowed for the sub-grant. If reporting is not in by the final date, the remaining funds will be de-obligated.
- C) **EXERCISE REPORTS** – To be eligible for grant funding, the LEPC must report to the SERC by January 31st of each year on at least one real event and/or tabletop, functional, or full-scale exercise or drill which utilizes and implements the hazardous materials emergency response plan. An exercise is required at least once every year with every key element of the plan being implemented in the exercises within three years.
- D) **GRANT CHANGE REQUEST** – Grant expenditures are authorized for the purposes set forth in this application, as approved in the grant award, and in accordance with all applicable laws, regulations, and policies and procedures of the State of Nevada and the applicable federal granting agency. Requests for change in the project must be submitted to the SERC and approved in writing prior to its implementation. Approval may be required by the Funding Committee if the change is significant, SERC Policy 8.7.
- E) The applicant must comply with the provisions for sub-awards stipulated at 2 *CFR* 200.311. The applicant assures the fiscal accountability of the funds received from the State Emergency Response Commission will be managed and accounted for by the lead agency's chief comptroller. Internal control and authority to ensure compliance with SERC's documentation, record keeping, accounting, and reporting guidelines will reside with that individual.
- F) SERC will **reimburse** the recipient reasonable, allowable, allocable cost of performance, in accordance with current federal requirements, Nevada Revised Statute, Nevada Administrative Code, State Administrative Manual, SERC policies and any other applicable fiscal rules, not to exceed the amount specified in the total award amount.
- G) The applicant assures it shall maintain data and information to provide accurate financial reports to SERC. Said reports shall be provided in form, by due dates and containing data and information as SERC reasonably requires to administer the program.
- H) The applicant will give the SERC, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant or grant requirements. The Uniform Guidance/OMB Guidance provides greater clarity to the role and expectations for pass-through entities conducting oversight of sub-recipients. The Uniform Guidance/OMB Guidance expands on the responsibilities of pass-through entities by providing a more robust system of oversight and monitoring. (see section 200.330 and section 200.331)
<http://www.gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/pdf/CFR-2014-title2-vol1-sec200-331.pdf>

- I) The applicant assures financial reports shall be submitted within 30 calendar days of the end of each calendar quarter and within 45* days of the end of the grant period and shall be current and actual.
- J) The applicant assures funds made available under this grant will not be used to supplant state or local funds.
- K) The applicant assures compliance with 2 CFR 200.212 and 180, *Non-procurement Suspension and Debarment*. The applicant assures, through the submission of the grant application for funding, neither the lead agency, county government, any of its participating agencies, are potential vendors, contractors or providers debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction by any federal department or agency.
- L) The applicant assures that it will comply with Administrative Requirements 2 CFR part 200, *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* appropriate to the award as follows:
1. 49 CFR 110, *Hazardous Materials Public Sector Training and Planning Grants*
 2. 49 CFR 18, *Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local and Tribal Governments*
 3. 2 CFR 225, *Cost Principles for State, Local and Indian Tribal Governments*
 4. OMB Circular A-133, *Audits of States, Local Governments and Nonprofit Organizations* (now contained in 2 CFR 200)
 5. 49 CFR 20, *New Restrictions on Lobbying*
 6. 49 CFR 32, *Government wide Requirements for Drug-Free Workplace*
- M) The applicant assures compliance with the below in any programs and activities receiving federal financial assistance:
- Title VI of the Civil Rights Act of 1964*, which prohibits discrimination on the basis of race, color and national.
- 49 CFR 21*, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964.
- Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990*, which prohibits discrimination based on disability.
- The Age Discrimination Act of 1975*, which prohibits unreasonable discrimination based on age.
- Title IX of the Education Amendments of 1972*, which prohibits discrimination based on gender in educational activities.
- N) Any publication (written, visual, or audio) issued by the recipient describing programs funded whole or in part with federal funds, shall contain the following statement:
- "This program was supported by Grant # 25-SERC-__-__, awarded by the Nevada State Emergency Response Commission (and, if an HMEP grant, the U.S. Department of Transportation). Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position of policies of the State Emergency Response Commission (and, if an HMEP grant, U.S. Department of Transportation)"

The applicant must provide a copy of any such publication to the SERC for the sub-grant file.

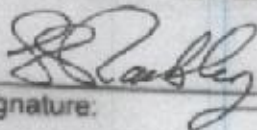
- O) The applicant fully understands the State Emergency Response Commission has the right to suspend, terminate or de-obligate grant funds to any recipient that fails to conform to the requirements or the terms and conditions of its grant award.
- P) **LOBBYING** - No grant funds appropriated will be paid, by or on behalf of the recipient, to any person for influencing or attempting to influence an officer, employee, or a member of Congress, or an officer, employee, or any member of the Nevada State Legislature or local government. The applicant will comply with provisions of Federal law, which limit certain political activities of employees of a state or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)
- Q) Project related income, (i.e., registration fees, royalties, sales of real and personal property) must be used for the purpose of furthering the goals and objectives of the project or program from which the income was generated. Interest earned must be returned to the State Emergency Response Commission.
- R) All activities and purchases utilizing any SERC administered sources of funding must comply with all local, state and federal laws and regulations as well as grant specific requirements. It is the responsibility of sub-grantees to be familiar with any such laws, regulations and requirements.
- S) Applicant understands that an updated addendum to the grant may be required based on the federal guidelines or state requirements between now and the time of the award documents based on requirements for State of Nevada or the federal sponsoring agency.

The applicant acknowledges receipt of these Certified Assurances and hereby assures adherence to all the above conditions of a grant award from the SERC.

GOVERNMENTAL UNIT (I.E., COUNTY COMMISSION, COUNTY MANAGER)

Name (print): L. Rackley

Title: Chairman, Pershing Board of Commissioners

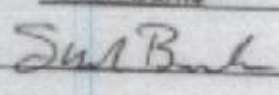
Signature: 

Date: 4/25/2014

LOCAL EMERGENCY PLANNING COMMITTEE CHAIRMAN

Name (print): Sean Burke

Title: Emergency Manager

Signature: 

Date: 4/23/24

LEPC COMPLIANCE CERTIFICATION

The following requirements must be met by the LEPCs for compliance with federal, State and SERC laws, regulations and policies and procedures. This checklist must be completed, signed and returned annually by March 31, even if the LEPC is not a recipient of grant funds.

A check mark in the squares on the left will indicate a YES response.

- Have changes in the LEPC Bylaws and Membership list been submitted to SERC?
Bylaws reviewed/updated - Date: **1/10/2024** Submitted: **1/11/2024**
Membership list reviewed/updated - Date: **1/10/2024** Submitted: **1/11/2024**
- Have LEPC meetings been held, at a minimum quarterly, and have agendas and minutes of all meetings, including special meetings, been forwarded to the SERC?
- Has the LEPC submitted all required reports which summarize the financial management of the active grants (i.e., copies of invoices and verification of expenditures)?
- Has the LEPC reviewed and updated its hazardous materials emergency plan (or hazmat portion of the jurisdiction's "all hazards" plan), NRT-1A, Level of Response Questionnaire and Letter of Promulgation within the last year? Have the review results and updates been submitted to the SERC in writing along with a copy of the LEPC meeting minutes documenting review of the Plan by January 31st?
Plan update - Date: **1/10/2024** Submitted: **1/11/2024**
NRT-1A update - Date: **1/10/2024** Submitted: **1/11/2024**
Level of Response Questionnaire update - Date: **1/10/2024** Submitted: **1/11/2024**
Letter of Promulgation update - Date: **1/10/2024** Submitted: **1/11/2024**
- Has the LEPC reported on at least one incident or exercise (exercise required at least every third year) of its hazardous materials emergency response plan by January 31st?
Indicate the date of the most recent exercise: **10/12/2023** Submitted: **1/11/2024**
Indicate the date of an incident report used in lieu of an exercise: **n/a** Submitted: **n/a**
- Has the LEPC met the **annual** requirement of publishing the Emergency Planning and Community Right-to-Know Act "information availability" in the local newspaper? Has the standard Affidavit of Publication been sent to the SERC?
Date of publication: **1/3/2024** Affidavit Submitted: **1/11/2024**
- Has LEPC read SERC policies?

As chairman of **Pershing** County Name Local Emergency Planning Committee, I attest

all information provided on this Compliance Certification is accurate

Sam Baul
LEPC Chair Signature

4/23/24
Date

RETURN THIS SIGNED FORM WITH GRANT APPLICATION



SECURALL
 5122 N State Road 39
 La Porte IN 46350
 United States

Quote# S09568

Invoice Address

Pershing County Sheriff's Office , Eric L Blondheim
 PO Box 147
 Lovelock NV 89419
 United States
 7752735111
 eblondheim@pershingcountynv.gov

Delivery Address

Pershing County Sheriff's Office , Eric L Blondheim
 PO Box 147
 Lovelock NV 89419
 United States
 7752735111
 eblondheim@pershingcountynv.gov

Date:
 03/15/2024

Expiration Date:
 04/14/2024

Payment Terms:
 Net 30

Estimated Lead Time:
 19 Weeks

NAME	DESCRIPTION	QUANTITY	UNIT PRICE	TAXES	AMOUNT
M1600T2O	M1600T2O (Red) Type 2 Outdoor Bullet Resistant Explosive Magazine 8'4"H x 10"W x 8'D	1.000 each	29,275.00000	Tax 0%	\$ 29,275.00
Shipping FlatBed	Shipping FlatBed Freight Estimate via Landstar * Off Loading and Installation Not Included. Shipping rate is estimated, rate will be determined upon delivery	1.000 each	2,695.00000	Tax 0%	\$ 2,695.00

Untaxed Amount	\$ 31,970.00
Taxes	\$ 0.00
Total	\$ 31,970.00

This quote is good for 30 days excepting clerical mistakes. Cancellation Fees may apply.

** Due to current market conditions, SECURALL reserves the right to adjust prices at time of order.

This document and all information contained herein is proprietary and shall not be disclosed outside your organization, nor shall it be duplicated, used or disclosed for purposes other than as permitted under written agreement with Securall Products.

By placing a purchase order pursuant to this quote/estimate you are agreeing to SECURALL's standard [Terms and Conditions](#).

Acceptable payment methods are Credit Card, Check or Wire Transfer.

Net 30

+1 888-326-7890 custserv@securallproducts.com <http://securallproducts.com>

300 Armag Avenue
 Bardstown, KY 40004 USA
 Phone: 502-348-3987
 Fax: 502-348-4801



Fed ID: 61-0863964
 DUNS: 007991748
www.armagcorp.com

Quotation: 42600R1

Billing Info:

Attention:

Pershing

Customer ID PERSHING

Shipping Info:

Attention: Eric Blondheim
 eblondheim@pershingcountynv.gov
 775-273-5111

Pershing County Sheriff's Office
 Lovelock, NV 89419

Quote Date: **Monday, March 18, 2024**

Prices are Valid Until **Friday, May 17, 2024**

Salesperson: Brad Smith
 brads@armagcorp.com
 502-348-3987

Payment Terms: Net 30

Available for shipment approximately 24 weeks after approval of drawings. Please allow 2-4 weeks for Armag to prepare submittals. Subject to change at time of order.

Due to current market volatility, pricing is subject to change following the expiration of the quote

		Quantity	U/M	Unit Price	Extended Price
Line: 1	Part ID: 969696ATF 8' X 8' X 8' (2438mm x 2438mm x 2438mm) Bureau of Alcohol, Tobacco, and Firearms (ATF) specification, Type 2 explosives storage magazine. Manufactured to meet or exceed construction requirements as described in Title 27 CFR Section 555.208 *Approximate weight per unit: 11000 lbs (4990kg)	1.00	EA	19,673.37	\$19,673.37
Line: 2	Part ID: 2 NFPA ground kit	2.00	EA	263.98	\$527.96
Line: 3	Part ID: 6A Anchor bracket with bolt	4.00	EA	157.64	\$630.56
Line: 4	Part ID: 4 ATF compliant padlock 7/16" shackle diameter with 1-1/16" clearance. The lock has a 5 pin tumbler.	2.00	EA	55.84	\$111.68
Line: 5	Part ID: DIR Direct Freight to Lovelock, NV FOB: Destination Price does NOT include offloading. Offloading is offered as a separate line item or the responsibility of the customer. Price includes taxes, insurance, surcharges, permits, escorts, etc. where required. Additional loading charges may apply if the customer elects to pick up the goods.	1.00	EA	10,847.00	\$10,847.00

Quote Total: **\$31,790.57**

Terms and Conditions

1. APPLICABILITY:

Any commercial Sales Order resulting from this Quotation includes the terms specified on the face of this Quotation and the terms and conditions of sale set forth below. To the extent that any provision of the terms and conditions of sale are in conflict with the terms specified on the face of this Quotation, or any special condition, drawing, print, specification, or other item specifically incorporated by reference in this Quotation, the terms specified on the face hereof and those items specifically incorporated by reference in this Quotation shall govern.

2. PAYMENT:

Payment of the total purchase price for items described in this Quotation and any resulting Sales Order shall be due and payable in accordance with the terms and conditions on the face of this Quotation and any resulting Sales Order.

a. If Purchaser requests a delay in shipment, Payment is due 30 days after the date when shipment is offered by Armag Corporation.

b. Payment by credit card - Visa, MasterCard, and American Express accepted, \$25,000 maximum limit. In the event that payment is not made on or before the due date as set forth herein, all outstanding amounts owed to Armag Corporation shall bear interest at the rate of eighteen percent (18%) per annum from such due date until payment in full. Armag Corporation may, from time to time, demand different terms of payment from those specified by this Quotation and any resulting Sales Order whenever Armag Corporation determines that Purchaser's financial condition requires such change, and may demand adequate assurance of Purchaser's ability to pay whenever it appears to Armag Corporation that such ability is in doubt.

3. DELIVERY:

Terms are FOB point specified on the face of the quote. Armag Corporation shall not be responsible for any delays in filling any Order resulting from this Quotation nor be liable for any costs or damages resulting from such delays. If a specific shipping date is designated either on the face hereof or subsequently by writing signed by Armag Corporation, Armag Corporation shall not be liable for any delays in filling such Order or for any damages suffered by Purchaser by reason of any delay that is directly or indirectly caused by accidents, labor disturbances, strikes, labor shortages, civil unrest, fires, floods, earthquakes, storms, war, hostilities, governmental interference, transportation delays, acts of God, or by any other catastrophe, casualty, or any other cause beyond the control of Armag.

4. LIMITED WARRANTY:

a. Armag Corporation warrants that the items fabricated by it under this Quotation and any resulting Sales Order will conform to the description on the face hereof.

b. Armag Corporation warrants that the items fabricated by it under this Quotation and any resulting Sales Order will conform to the description on the face hereof, that it will convey good title thereto; that such items will be delivered free from any lawful security interest or other lien or encumbrance unknown to the Purchaser; and that manufactured items will be free from defects in material and workmanship for a period of 12 months from date of shipment. Paint is warranted against flaking and peeling for a period of 12 months from date of shipment if maintained in accordance with the Owner's Manual.

c. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, BEYOND THOSE STATED HEREIN. In no event shall Armag Corporation be liable for any special, incidental, consequential, or any other damages, or for loss of profits, for any breach of warranty; Armag Corporation's liability and Purchaser's exclusive remedy being expressly limited, at Armag Corporation's option, to 1) the repair of defective goods; 2) the replacement thereof with conforming goods at FOB Bardstown, KY; or 3) the repayment of the purchase price.

5. LIEN RETAINED:

Seller shall retain a lien upon the items described in this Sales Agreement securing payment of all amounts due in full as provided herein. Purchaser shall keep said items free from any and all liens and security interests and agrees to execute and deliver all financing statements and other documents that Armag Corporation may reasonably require to protect its security interest.

6. RISK OF LOSS:

The items described in this Quotation and any resulting Sales Order shall be at the risk of the Purchaser from the time when such items are made available for delivery to Purchaser at the FOB point identified on the face hereof.

7. SELLER'S REMEDIES:

Upon the failure of Purchaser to promptly make any payment due under any Sales Order resulting from this Quotation, or upon any other event of default by Purchaser in the performance of its obligations under any Sales Order resulting from this Quotation, Armag Corporation may, at its option, suspend shipments, cancel the unshipped balance of any Sales Order resulting from this Quotation, repossess and/or resell the items encompassed by any Sales Order resulting from this Quotation, and recover from Purchaser all damages incurred by Armag, including but not limited to all loss, costs, damages, expense, lost profits, court costs and attorneys' fees incurred in connection with Purchaser's default and Armag Corporation's attempts to secure performance hereunder and to collect the amounts due and owing to Armag.

8. ASSIGNMENT:

Any assignment of rights or delegation of duties arising under any Sales Order resulting from this Quotation without prior consent of Armag Corporation shall be void.

9. TAXES AND OTHER CHARGES:

Unless otherwise specified on the face of any Sales Order resulting from this Quotation, any and all taxes, excises or other charges which Armag Corporation may be required to pay to any governmental authority upon the sale, production or transportation of the items described in this Agreement shall be added to the price specified herein and be paid by Purchaser. However, Armag Corporation does not collect state sales tax for states other than Kentucky. Customer is responsible for reporting and paying any applicable sales tax for states other than Kentucky.

10. ENTIRE AGREEMENT:

The terms and conditions of any Sales Order resulting from this Quotation set forth the entire Agreement between the parties hereto and supersede all communications, representations, or agreements, whether oral or written, between the parties hereto with respect to the subject matter hereof; and no agreement or understanding varying, modifying, or extending the terms or conditions of any Sales Order resulting from this Quotation shall be binding unless in writing and signed by Armag. Any use or description of, or reference to, Purchaser's Purchase Order or similar document, or any description thereof, on the face of this document shall be deemed to be for convenience only and, absent specific language to the contrary, any such use shall not be construed as incorporating the terms of such Purchase Order or other document herein. No conditions stated by the Purchaser with regard to any Sales Order resulting from this Quotation shall be binding upon Armag Corporation if in conflict with, inconsistent with, or in addition to the terms and conditions contained herein, and are hereby rejected by Armag Corporation unless expressly accepted by writing signed by Armag. The remedies herein reserved to Armag Corporation shall be in addition to any further remedies provided by law or equity. Any Sales Order resulting from this Quotation is entered into by Armag Corporation and Purchaser with reference to the laws of the Commonwealth of Kentucky and the rights of all parties and the construction and effect of every provision hereof shall be subject to and construed according to the laws of the Commonwealth of Kentucky. Any dispute between the Purchaser and Armag Corporation arising out of or relating to any Sales Order resulting from this Quotation or a breach thereof, and which is not resolved by the parties, shall be submitted to a judicial court of competent jurisdiction within Nelson County, Kentucky.

11. ACCEPTANCE:

By signing this proposal (Armag Quote No. _____, dated: _____), _____ (Company Name) enters into a purchase agreement for products and/ or services with Armag Corporation. This agreement extends to the conditions of purchase detailed in this proposal, the Terms and Conditions, and any referenced appendices. Changes to any area of this agreement may result in a change to the delivery schedule and final price.

ACCEPTED BY PURCHASER:

Authorized Signature: _____

Print Name & Title: _____

Date: _____

Customer Purchase Order Number: _____

ACCEPTED BY ARMAG CORPORATION:

Authorized Signature: _____

Print Name & Title: _____

Date: _____

THE PERSHING COUNTY LOCAL EMERGENCY PLANNING COMMITTEE AND PERSHING COUNTY EMERGENCY MANAGEMENT COMMITTEE MET IN A QUARTERLY SESSION ON APRIL 10, 2024, AT THE PERSHING COUNTY COURT HOUSE, ROUND ROOM AT 1:00 P.M.

PRESENT:

Sean Burke, Chairman, Civil Defense
Jerry Allen, Law Enforcement
Mike Giles, City of Lovelock(via Zoom)
Marti Nolan, First Aid (via Zoom)
Dan Murphy, PCSD (via Zoom)
Maria Menjivar, CNHD

Larry Rackley, Elected Local
Cheryl Haas, Health/Safety
Rich Wagner, EPCRA (via Zoom)
David Skelton, Elec State Alternate (via Zoom)
Rodney Wilcox, Firefighting
Lynn Christofferson, Secretary

PUBLIC PRESENT: Justin Abbott, PC IT, Jim Rich, Mark Birch, and Bear Lewis with the Red Cross, Wendy Nelsen, Tristian Wadsworth, NDEM, via Zoom, Rachel Marchetti & Shaira Roscom with Public Health Preparedness (PHP) via Zoom, Emily Gould, Dept of Health via Zoom.

Meeting was called to order at 1:05 pm by Chair, Sean Burke - A quorum of eleven (11) voting members were present. Pledge of Allegiance.

Public Input: Emily Gould gave members an update of activities, new partners and funding. She also told members about the Rural Preparedness Summit in Elko. Registration is open.

After discussion, Rodney Wilcox made a motion to approve the minutes as corrected from 1/10/2024. Jerry Allen seconded the motion. Motion passed unanimously.

Grant Status: Sean Burke reported on the status of the grants. The information had also been emailed to members ahead of time for review. (see pages attached to minutes)

After discussion and review

****Jerry Allen made a motion to approve the 2025 SERC OPTE grant - \$37,984. Rodney Wilcox seconded the motion. Motion passed unanimously.**

****Jerry Allen made a motion to approve 2025 SERC UWS grant - \$32,000. Maria Menjivar seconded the motion. Motion passed unanimously.**

Continuity of Operations (COOP): Sean Burke sent the information out to members prior to the meeting via email. This is a grant-funded opportunity coordinated by the Washoe County Office Emergency Management. He recapped for members the benefits of a COOP plan, especially if we experience a major disaster in our area. The tentative initial timeline is: Kickoff Meeting- first week of April, First Tabletop Exercise – first week of May. Workshops (2-hour events)- early June.

EOC status: The emergency generator is almost completely installed. Waiting for control panel to be installed.

Emergency Alert Sense: Updating the member list and the possibility of connecting all the County's Fire departments into one program was discussed. Sean will add the item to the next Fire Chief's agenda.

Board Discussion: Nothing further at this time.

Legal counsel comments: None

Setting date and time for future meetings; The next quarterly meeting Wednesday, July 10, 2024 @ 1:00 PM in the courthouse round room.

Tabletop Exercise for Sheltering in Pershing County: Members, public and Red Cross representatives had very productive discussion regarding the Earthquake scenario and the proposed 8 questions ranging from identifying shelters, communication (HAM radio) sources, identifying possible community volunteers, how pets and livestock might be sheltered.

Public Input: Trysten Wadsworth reported about a TrueNarc training on May 1, 2024. Emily Gould let members know they are monitoring the bird flu outbreak in Texas. No cases have been reported in Nevada.

Meeting was adjourned at 2:40 pm.