

**LANDER COUNTY COMMISSIONERS MEETING
TOWN BOARD OF BATTLE MOUNTAIN & AUSTIN
BOARD OF COUNTY HIGHWAY COMMISSIONERS**

March 8, 2018

LANDER COUNTY COURTHOUSE
COMMISSIONERS' CHAMBER
50 STATE ROUTE 305
BATTLE MOUNTAIN, NEVADA

Also Via Teleconference At

AUSTIN COURTHOUSE
COMMISSION OFFICE
122 MAIN STREET
AUSTIN, NEVADA

9:00 A.M Call to Order
 Pledge of Allegiance
 A Moment of Silence
 Lander County Commissioners may break for lunch from 12:00pm to 1:15pm
 Any agenda item may be taken out of order, may be combined for consideration by the public
 body, and items may be pulled or removed from the agenda at any time.
 Commissioners Reports on meetings, conferences and seminars attended
 Staff Reports on meetings, conferences and seminars attended

Public Comment - For non-agendized items only. *Persons are invited to submit comments in writing and/or attend and make comments on any non- agenda item at the Board meeting if any, and discussion of those comments at the discretion of the Board. All public comment may be limited to three (3) minutes per person, again at the discretion of the Board. Reasonable restrictions may be placed on public comments based upon time, place and manner, but public comment based upon viewpoint may not be restricted.*

CONSENT AGENDA

All matters listed under the consent agenda are considered routine, and may be acted upon by the Board of County Commissioners with one action, without extensive discussion. Any member of the Board or any citizen may request that an item be taken from the consent agenda, discussed and acted upon separately during this meeting. Consent agenda materials are available at the Lander County Clerk's office for viewing and copies are available for a nominal charge.

- *(1) Approval of March 8, 2018 Agenda Notice
- *(2) Approval of February 8, 2018 Meeting Minutes
- *(3) Approval of February 15, 2018 Special Meeting Minutes
- *(4) Approval of February 22, 2018 Meeting Minutes
- *(5) Approval of the Payment of Bills

COMMISSIONERS

- *(1) Discussion for possible action to approve/disapprove the contract between the State of Nevada acting by and through the Department of Health and Human Services Aging and Disability Services Division and Lander County, and all other matters properly related thereto.

Public Comment

- *(2) Discussion for possible action to approve/disapprove the contract between the Board of Trustees of the Elko County Library and the Lander County Board of Commissioners, and all other matters properly related thereto.

Public Comment

- *(3) Discussion for possible action to approve/disapprove annual free use of the Battle Mountain Civic Center for the Veteran's Day Breakfast sponsored by Newmont, and all other matters properly related thereto.

Public Comment

- *(4) Discussion for possible action regarding the abandoned mines within Lander County, and all other matters properly related thereto.

Public Comment

- *(5) Discussion for possible action to approve/disapprove closure of the Battle Mountain Recreation Center one day a month for deep cleaning, and all other matters properly related thereto.

Public Comment

- *(6) Discussion only involving a brainstorming session regarding Lander County Indigent Transport, and all other matters properly related thereto.

Public Comment

BOARD APPOINTMENTS

- *(7) Discussion for possible action to appoint individuals to fill one vacancy on the Lander

County Advisory Board to Manage Wildlife, a Category II board, to complete a term ending June 30, 2019, and to consider the following:

- a) Worth Nelson;

and all other matters properly related thereto.

Public Comment

- * (8) Discussion for possible action to appoint/re-appoint individuals to the Lander County Debt Management Commission, a Category I Board, with the term expiring December 31, 2019, and to consider the following:

- a) Louis Lani;
- b) Bart Negro;

and all other matters properly related thereto.

Public Comment

- * (9) Discussion for possible action to appoint individuals to fill three vacancies on the Battle Mountain Livestock Events Center Advisory Board, a Category III Board, all terms expiring June 30, 2018, and to consider each of the following:

- a) Lisa Clark;
- b) Lezli Schroeder;
- c) Clayton Schroeder;
- d) Adam McKinney;

and all other matters properly related thereto.

Public Comment

AIRPORT

- * (10) Discussion for possible action to approve/disapprove the Agreement for Professional Services between JUB Engineers, Inc. and Lander County for the Battle Mountain and Austin Airports in an amount not to exceed \$30,000 in each fiscal year without written authorization from Lander County, and all other matters properly related thereto.

Public Comment

- * (11) Update from JUB Engineers, Inc. regarding the status of airport projects within Lander County, and all other matters properly related thereto.

Public Comment

PUBLIC WORKS

- *(12) Discussion for possible action to modify the current policy for metered use of non-potable water in Battle Mountain, and all other matters properly related thereto.

Public Comment

- *(13) Discussion for possible action to approve/disapprove Ormat Technologies additional encroachment on Lander County Right-of-Way located in Grass Valley, and all other matters properly related thereto.

Public Comment

COMMISSIONERS

- *(14) Discussion for possible action regarding the Human Resources Director vacant position, and all other matters properly related thereto.

Public Comment

- *(15) Discussion for possible action regarding Vyper Adamas and their proposed Memorandum of Understanding to Lander County as a future production site, and all other matters properly related thereto.

Public Comment

- *(16) Discussion for possible action to approve/disapprove a donation to MedX AirOne, and all other matters properly related thereto.

Public Comment

- *(17) Update from the Lander County Treasurer, and all other matters properly related thereto.

Public Comment

- *(18) Discussion for possible action to approve/disapprove the contract between Lander County and Steven Stanfill dba Lone Wolf Commercial for preventative maintenance services for several facilities owned by Lander County in Battle Mountain, Nevada, and all other matters properly related thereto.

Public Comment

- *(19) Discussion for possible action to approve/disapprove a contract between Lander County and Hilltop Refrigeration, Inc. for preventative maintenance services for several facilities owned by Lander County in Austin, Nevada, and all other matters properly related thereto.

Public Comment

- *(20) Discussion for possible action to approve/disapprove a contract between Lander County and Nevada Energy Systems, Inc. for preventative maintenance services for the standby power system located at the Lander County Courthouse and Administration Building, and all other matters properly related thereto.

Public Comment

- *(21) Discussion for possible action regarding a letter of appreciation/support for John Ruhs State BLM Director, and all other matters properly related thereto.

Public Comment

FINANCE

- *(22) Discussion for possible action regarding the augmentation of the FY 2017/2018 budget for the Golf Course 9A Well Project in an amount not to exceed \$1,597,780.00, and all other matters properly related thereto.

Public Comment

***COMMISSIONERS**

- *(23) Discussion for possible action to approve/disapprove the Well No. 9-A, CMAR Project between Stonehouse Drilling and Construction, LLC., and Lander County, and all other matters properly related thereto.

Public Comment

***CORRESPONDENCE**

- *(24) Correspondence/reports/potential upcoming agenda items.

Public Comment

Public Comment - For non-agendized items only. *Persons are invited to submit comments in writing and/or attend and make comments on any non- agenda item at the Board meeting if any, and discussion of those comments at the discretion of the Board. All public comment may be limited to three (3) minutes per person, again at the discretion of the Board. Reasonable restrictions may be placed on public comments based upon time, place and manner, but public comment based upon viewpoint may not be restricted.*

ADJOURN

*Denotes "for possible action". Each such item may be discussed and action taken thereon with information provided at the meeting. Action may be taken according to the "Nevada Open Meeting Law Manual" via a telephone conference call in which a quorum of the Board members is simultaneously linked to one another telephonically.

NOTE: TIMES ARE APPROXIMATE

This is the tentative schedule for the meeting. The Board reserves the right to take items out of order to accomplish business in the most efficient manner. The Board may combine two or more agenda items for consideration. The Board may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

Notice to persons with disabilities: Members of the public who are disabled and require special assistance or accommodations at the meeting are requested to notify the County Executive Director in writing at the Courthouse, 50 State Route 305, Battle Mountain, Nevada 89820, or call (775) 635-2885 at least one day in advance of the meeting.

NOTICE: Any member of the public that would like to request any supporting material from the meeting, please contact the clerk's office, 50 State Route 305, Battle Mountain, Nevada 89820 (775) 635-5738.

AFFIDAVIT OF POSTING

State of Nevada)
) ss
County of Lander)

Keith Westengard, Lander County Executive Director of said Lander County, Nevada, being duly sworn, says, that on the 2nd day of March, 2018, he posted a notice, of which the attached is a copy, at the following places: 1) Battle Mountain Civic Center, 2) Battle Mountain Post Office, 3) Lander County Courthouse, 4) Swackhamer's Plaza Bulletin Board, 5) Kingston Community Hall Bulletin Board, and 6) Austin Courthouse in said Lander County, where proceedings are pending.



Keith Westengard, Lander County Executive Director

Subscribed and sworn to before me this 2nd day of March, 2018.

Witness



Name of Agenda: Lander County Board of Commissioners

Date of Meeting: March 8, 2018

Keith Westengard
Lander County Executive Director

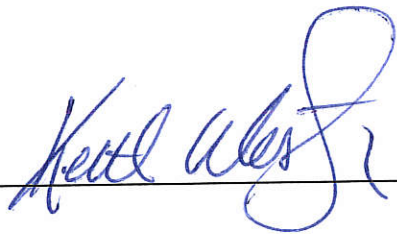
LANDER COUNTY COMMISSION MEETING

March 8, 2018

APPROVE

Check #105992

Executive Director

 2-26-18

COUNTY OF LANDER

TYCO INTEGRATED SECURITY

DATE	INVOICE	AMOUNT	REMARKS
02/22/18	30064359	316.80	2/10/18 MARCH-MAY
02/22/18	30064360	291.58	2/10/18 MARCH-MAY

CHECK NO 105992 \$608.38 **

COUNTY OF LANDER

50 State Route 305
Battle Mountain, NV 89820
(775) 635-2573

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 105992

94-7074
3212

PAY TO THE ORDER OF

TYCO INTEGRATED SECURITY

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
02/23/18 **VOID**	105992 **VOID**	\$608.38 **VOID**

VOID**608DOLLARS AND38CENTS***

TYCO INTEGRATED SECURITY
P.O. BOX 371967

PITTSBURG

PA 15250-7967

NON-NEGOTIABLE

Keith Westengard
Lander County Executive Director

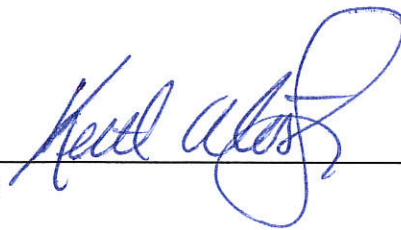
LANDER COUNTY COMMISSION MEETING

March 8, 2018

APPROVE

Check #105989

Executive Director

 2-26-18

COUNTY OF LANDER

RITA ROGERS

DATE	INVOICE	AMOUNT	REMARKS
02/22/18	REIMBURSEMENT	498.05	XMAS DECORATIONS

CHECK NO 105989 \$498.05 **

COUNTY OF LANDER

50 State Route 305
Battle Mountain, NV 89820
(775) 635-2573

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 105989

94-7074
3212

PAY TO THE ORDER OF

RITA ROGERS

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
02/23/18	105989	\$498.05
VOID	**VOID**	**VOID**

VOID**498DOLLARS AND05CENTS***

RITA ROGERS
1699-2200 EAST STREET
3275-12
BATTLE MOUNTAIN NV 89820

NON-NEGOTIABLE

Keith Westengard
Lander County Executive Director

LANDER COUNTY COMMISSION MEETING

March 8, 2018

APPROVE

Check #105987

Executive Director

 2-26-18

COUNTY OF LANDER
PERFORMANCE COMPUTING

SMS COMPUTING, INC.

DATE	INVOICE	AMOUNT	REMARKS
02/22/18	1117732	373.60	2/13/18 CIVIC CENTER

CHECK NO 105987 \$373.60 **

COUNTY OF LANDER

50 State Route 305
 Battle Mountain, NV 89820
 (775) 635-2573

WELLS FARGO BANK
 BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 105987

94-7074
 3212

PAY TO THE ORDER OF

SMS COMPUTING, INC.

VOID IF NOT CASHED
 WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
02/23/18 **VOID**	105987 **VOID**	\$373.60 **VOID**

VOID**373DOLLARS AND60CENTS***

SMS COMPUTING, INC.
 332 S. BRIDGE STREET

PERFORMANCE COMPUTING

WINNEMUCCA, NV 89445-3111

NON-NEGOTIABLE

Keith Westengard
Lander County Executive Director

LANDER COUNTY COMMISSION MEETING

March 8, 2018

APPROVE

Check #105986

Executive Director

 2-26-18

COUNTY OF LANDER

HISIDRO PALAFOX

DATE	INVOICE	AMOUNT	REMARKS
02/22/18	REIMBURSEMENT	220.00	PLACEMENT PERMIT

CHECK NO 105986 \$220.00 **

COUNTY OF LANDER

50 State Route 305
Battle Mountain, NV 89820
(775) 635-2573

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 105986

94-7074
3212

PAY TO THE ORDER OF

HISIDRO PALAFOX

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
02/23/18 **VOID**	105986 **VOID**	\$220.00 **VOID**

VOID**220DOLLARS AND00CENTS***

HISIDRO PALAFOX
PO BOX 1049

BATTLE MOUNTAIN NV 89820

VOID
NON-NEGOTIABLE

Keith Westengard
Lander County Executive Director

LANDER COUNTY COMMISSION MEETING

March 8, 2018

APPROVE

Check #105984

Executive Director

 2-26-18

COUNTY OF LANDER

NORCO, INC.

DATE	INVOICE	AMOUNT	REMARKS
02/22/18	22877675/ATEMO	196.60	1/17/18 CARBON DIOXIDE
02/22/18	22986339/ATEMO	80.00	1/31/18 CARBOMISER

CHECK NO 105984 \$276.60 **

COUNTY OF LANDER

50 State Route 305
Battle Mountain, NV 89820
(775) 635-2573

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 105984

94-7074
3212

PAY TO THE ORDER OF

NORCO, INC.

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
02/23/18 **VOID**	105984 **VOID**	\$276.60 **VOID**

VOID**276DOLLARS AND60CENTS***

NORCO, INC.
PO BOX 413124

SALT LAKE CITY UT 84141-3124

NON-NEGOTIABLE

Keith Westengard
Lander County Executive Director

LANDER COUNTY COMMISSION MEETING

March 8, 2018

APPROVE

Check #105983

Executive Director

 2-26-18

COUNTY OF LANDER
LAKE'S MARKET INC.

MIDWAY MARKET

DATE	INVOICE	AMOUNT	REMARKS
02/22/18	ACCOUNT #1261	38.92	JANUARY STATEMENT

CHECK NO 105983 \$38.92 **

COUNTY OF LANDER

50 State Route 305
Battle Mountain, NV 89820
(775) 635-2573

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 105983

94-7074
3212

PAY TO THE ORDER OF

MIDWAY MARKET

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
02/23/18 **VOID**	105983 **VOID**	\$38.92 **VOID**

VOID**38DOLLARS AND92CENTS***

MIDWAY MARKET
P.O. BOX 580

LAKE'S MARKET INC.

BATTLE MOUNTAIN NV 89820

VOID
NON-NEGOTIABLE

Keith Westengard
Lander County Executive Director

LANDER COUNTY COMMISSION MEETING

March 8, 2018

APPROVE

Check #105981

Executive Director

 2-28-18

LESLIE'S SWIMMING

COUNTY OF LANDER
POOL SUPPLIES

DATE	INVOICE	AMOUNT	REMARKS
02/22/18	693-001-2794	167.48	2/17/18 COLOR REFILL

CHECK NO 105981 \$167.48 **

COUNTY OF LANDER

50 State Route 305
Battle Mountain, NV 89820
(775) 635-2573

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 105981

94-7074
3212

PAY TO THE ORDER OF

LESLIE'S SWIMMING

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
02/23/18 **VOID**	105981 **VOID**	\$167.48 **VOID**

VOID**167DOLLARS AND48CENTS***

LESLIE'S SWIMMING
PO BOX 501162

POOL SUPPLIES

ST LOUIS

MO 63150

NON-NEGOTIABLE

Keith Westengard
Lander County Executive Director

LANDER COUNTY COMMISSION MEETING

March 8, 2018

APPROVE

Check #105980

Executive Director

 2-26-18

COUNTY OF LANDER

LANDER HARDWARE LLC

DATE	INVOICE	AMOUNT	REMARKS
02/22/18	626324/145600	23.97	1/4/18 TAPE GUN
02/22/18	626497/145600	239.98	1/11/18 LADDER
02/22/18	626808/145600	128.20	1/24/18 POOL SUPPLIES

CHECK NO 105980 \$392.15 **

COUNTY OF LANDER

50 State Route 305
Battle Mountain, NV 89820
(775) 635-2573

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 105980

94-7074
3212

PAY TO THE ORDER OF

LANDER HARDWARE LLC

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
02/23/18 **VOID**	105980 **VOID**	\$392.15 **VOID**

VOID**392DOLLARS AND15CENTS***

LANDER HARDWARE LLC
424 E. FRONT STREET

BATTLE MOUNTAIN NV 89820

VOID
NON-NEGOTIABLE

Keith Westengard
Lander County Executive Director

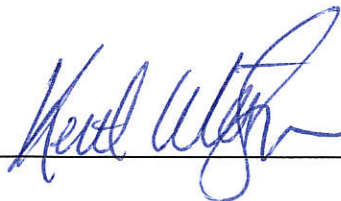
LANDER COUNTY COMMISSION MEETING

March 8, 2018

APPROVE

Check #105979

Executive Director



2-26-18

COUNTY OF LANDER

KNORR SYSTEMS, INC.

DATE	INVOICE	AMOUNT	REMARKS
02/22/18	SI198481	963.31	1/18/18 POOL TEST
02/22/18	SVI-013518	816.00	1/17/18 LABOR/TRAVEL

CHECK NO 105979 \$1,779.31 **

COUNTY OF LANDER

50 State Route 305
Battle Mountain, NV 89820
(775) 635-2573

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 105979

94-7074
3212

PAY TO THE ORDER OF

KNORR SYSTEMS, INC.

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
02/23/18 **VOID**	105979 **VOID**	\$1,779.31 **VOID**

VOID**1,779DOLLARS AND31CENTS***

KNORR SYSTEMS, INC.
2221 STANDARD AVE.

SANTA ANA

CA 92707

VOID
NON-NEGOTIABLE

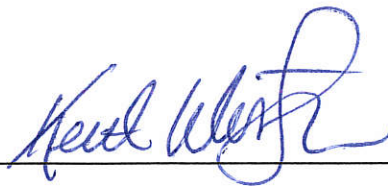
Keith Westengard
Lander County Executive Director

LANDER COUNTY COMMISSION MEETING

March 8, 2018

APPROVE

Check #105978



2-26-18

Executive Director

COUNTY OF LANDER

HANEY'S FURNITURE

DATE	INVOICE	AMOUNT	REMARKS
02/22/18	17069	765.40	11/29/17 SHELVES CONCSNS

CHECK NO 105978 \$765.40 **

COUNTY OF LANDER

50 State Route 305
Battle Mountain, NV 89820
(775) 635-2573

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 105978

94-7074
3212

PAY TO THE ORDER OF

HANEY'S FURNITURE

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
02/23/18 **VOID**	105978 **VOID**	\$765.40 **VOID**

VOID**765DOLLARS AND40CENTS***

HANEY'S FURNITURE
110 CARSON ROAD

BATTLE MOUNTAIN NV 89820

NON-NEGOTIABLE

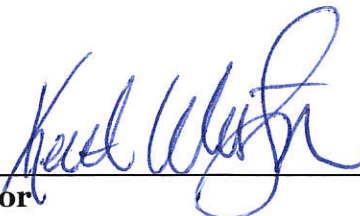
Keith Westengard
Lander County Executive Director

LANDER COUNTY COMMISSION MEETING

March 8, 2018

APPROVE

Check #105975

 2-26-18

Executive Director

COUNTY OF LANDER

DEONILLA R. FULLER

DATE	INVOICE	AMOUNT	REMARKS
02/22/18	REIMBURSEMENT FOOD	80.00	2/22-2/23/18 HR TRAINING
02/22/18	REIMBURSEMENT FUEL	255.06	2/22-2/23/18 HR TRAINING

CHECK NO 105975 \$335.06 **

COUNTY OF LANDER

50 State Route 305
Battle Mountain, NV 89820
(775) 635-2573

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 105975

94-7074
3212

PAY TO THE ORDER OF

DEONILLA R. FULLER

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
02/23/18 **VOID**	105975 **VOID**	\$335.06 **VOID**

VOID**335DOLLARS AND06CENTS***

DEONILLA R. FULLER
107 COVE AVE.

BATTLE MOUNTAIN NV 89820

NON-NEGOTIABLE

Keith Westengard
Lander County Executive Director

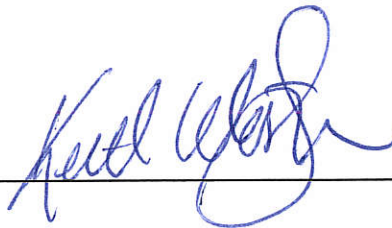
LANDER COUNTY COMMISSION MEETING

March 8, 2018

APPROVE

Check #105973

Executive Director



COUNTY OF LANDER

ECOLAB

DATE	INVOICE	AMOUNT	REMARKS
02/22/18	8197773	92.83	1/10/18 RENTAL FEE

CHECK NO 105973 \$92.83 **

COUNTY OF LANDER

50 State Route 305
Battle Mountain, NV 89820
(775) 635-2573

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 105973

94-7074
3212

PAY TO THE ORDER OF

ECOLAB

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
02/23/18 **VOID**	105973 **VOID**	\$92.83 **VOID**

VOID**92DOLLARS AND83CENTS***

ECOLAB
P.O. BOX 100512

PASADENA

CA 91189-0512

NON-NEGOTIABLE

Keith Westengard
Lander County Executive Director

LANDER COUNTY COMMISSION MEETING

March 8, 2018

APPROVE

Check #105971

Executive Director

 2-25-18

BETTY CARLSEN

COUNTY OF LANDER

DATE	INVOICE	AMOUNT	REMARKS
02/22/18	PER DIEM 4/4/18	69.00	EUTHANASIA TECH TRAINING

CHECK NO 105971 \$69.00 **

COUNTY OF LANDER

50 State Route 305
Battle Mountain, NV 89820
(775) 635-2573

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 105971

94-7074
3212

PAY TO THE ORDER OF

BETTY CARLSEN

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
02/23/18 **VOID**	105971 **VOID**	\$69.00 **VOID**

VOID**69DOLLARS AND00CENTS***

BETTY CARLSEN
1579 1800 EAST

BATTLE MOUNTAIN NV 89820

NON-NEGOTIABLE

LANDER COUNTY COMMISSIONERS MEETING
3/8/2018

Agenda Item Number __1__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action to approve/disapprove the contract between the State of Nevada acting by and through the Department of Health and Human Services Aging and Disability Services Division and Lander County, and all other matters properly related thereto.

Public Comment:

Background: **Contract attached**

Recommended Action: **Approval**

Jeanne Falzone

From: Keli Menzel <KMenzel@adsd.nv.gov>
Sent: Tuesday, February 20, 2018 1:51 PM
To: jfalzone@landercountynv.org
Cc: Lisa R. Tuttle; Robin Williams; dfuller@landercountynv.org
Subject: Lander County Revenue Contract
Attachments: Lander County Contract.pdf

Good Afternoon Jeannie,

The Aging and Disability Services Division (ADSD) will be renewing the Intrastate Interlocal contract for provision of services for children with intellectual disabilities in your county. Attached is the new revenue contract for Lander County that will begin on July 1, 2018.

As a reference, I have listed below the pages that will require signatures and dates:

1. Page 4, Intrastate Interlocal Contract
2. Page 9, Attachment B Service Billing
3. Page 16, Attachment C Business Associated Addendum

We understand that this contract must be reviewed and approved by your Board of County Commissioners. Our goal is to have approval by our State of Nevada Board of Examiners (BOE) meeting in May. Please let us know if it is **not** possible to have the signed contract returned to me by Friday, March 16, 2018 so we may prepare for our following June BOE meeting.

Please review, sign in **blue** ink where indicated and send a color scan to me.

We will send you a termination letter for the current Lander County ongoing contract when we receive the newly signed contract with a start date of July 1, 2018.

If you have any questions or concerns regarding the contract process, please don't hesitate to contact me or Lisa Tuttle, 775-687-0532.

Thank you, Keli



Keli Menzel

Management Analyst I
Nevada Department of Health and Human Services
Aging and Disability Services | Fiscal Contract Unit
3416 Goni Rd, Bldg. D-132 | Carson City, NV 89706
T: (775) 687-0545 | F: (775) 687-0573 | E: kmenzel@adsd.nv.gov
www.dhhs.nv.gov | www.adsd.nv.gov

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INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting By and Through Its

Department of Health and Human Services
Aging and Disability Services Division
3416 Goni Road, Suite D-132
Carson City, NV 89706
Contract Manager
(775) 687-0532

and

Lander County
50 State Route 305
Battle Mountain, NV 89820
(775) 635-5195

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

WHEREAS, it is deemed that the services of Lander County and Aging and Disability Services Division (ADSD) hereinafter set forth are both necessary to the County and in the best interests of the State of Nevada;

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

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. CONTRACT TERM. This Contract shall be effective 07/01/2018 and will continue year to year with an automatic renewal unless sooner terminated by either party as set forth in this Contract.
4. TERMINATION. This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. NOTICE. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.

6. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: SCOPE OF WORK

ATTACHMENT B: SERVICE BILLING

ATTACHMENT C: BUSINESS ASSOCIATE ADDENDUM

7. CONSIDERATION. ADSD agrees to provide the services set forth in paragraph (6) as outlined in Attachment B. Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

8. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

9. INSPECTION & AUDIT.

a. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the other party, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable regulations and statutes.

b. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the other party, the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained by each party for a minimum of three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

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

11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

12. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without

limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

13. INDEMNIFICATION. Neither party waives any right or defense to indemnification that may exist in law or equity.

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

15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

16. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

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

18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law or this Contract, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

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

21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

22. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.

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

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

LANDER COUNTY

Signature Date Title

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
AGING AND DISABILITY SERVICES DIVISION**

Dena Schmidt Date Administrator, Aging and Disability Services
Title

Richard Whitley Date Director, Department of Health and Human Services
Title

Signature – Nevada State Board of Examiners APPROVED BY BOARD OF EXAMINERS

On _____
(Date)

Approved as to form by:

Deputy Attorney General for Attorney General, State of Nevada On _____
(Date)

ATTACHMENT A SCOPE OF WORK

A. PURPOSE AND OBJECTIVES:

The Aging and Disability Services Division (ADSD) is the State agency responsible for support services and service coordination for residents with intellectual and developmental disabilities pursuant to NRS 433 and NRS 435. ADSD's services are consistent with the standards of Person Centered Planning as advocated by the Centers for Medicare and Medicaid and the Olmstead Supreme Court decision. This Interlocal Agreement authorizes ADSD to contract with the County to continue to provide services to children with intellectual and developmental disabilities and to assess the County for services provided to County children as outlined in Attachment B. This agreement can serve as a transition from state to county operated services or as an on-going agreement between ADSD and the County for the provision of the services described below.

Definitions:

Child is an individual under the age of 18.

Clinical Services include clinical assessment, clinical consultation, behavioral consultation and intervention, 1:1 therapy, and group therapy.

Developmental disability is a severe, chronic disability accompanied by substantial developmental delay or specific congenital or acquired condition, that is manifested before the individual attains age 22; is likely to continue indefinitely; results in substantial functional limitations in three or more areas of major life activities; and reflects the individual's need for a combination and sequence of special, interdisciplinary, or generic services, supports, or other assistance that is of lifelong or for an extended duration.

Intellectual disability is characterized by significant limitations both in intellectual functioning and in adaptive behavior which covers many everyday social and practical skills. This disability originates before the age of 18.

In Home Supported Living Environment – children living with family members who receive intermittent provider supports and services based on an assessment of individual need and to assure health and welfare. Services compliment but do not replace the natural and informal support system within the family.

Jobs and Day Training services are designed to provide vocational or habilitative skill building for the purpose of the acquisition, retention or improvement in self-help, socialization, adaptive functioning, and/or job skills. Services include career planning, vocational and pre-vocational skills building, job coaching, and day habilitation.

Person Centered Planning – planning based upon goals that are desired by the person/child/parent/guardian and used as a basis to develop an individual support plan.

Purchase of Service – a one-time allotment for no more than \$250 per child. This allotment is approved by ADSD to pay for a specific item or items, and is intended for emergency situations or for the purpose of purchasing needed medical/care supplies.

Room and Board expenses include rent, utilities, phone, food costs, and other expenses related to housing.

Service Coordination/Targeted Case Management (TCM) – service delivery consisting of assessment, referral, planning, linkage and monitoring provided by a service coordinator who is qualified by educational background and training to assist, advise, direct and oversee services to eligible children.

Support services are those services identified in the assessment and planning process to address specific goals, mitigate health and safety issues and facilitate skill development that enables a child to live successfully in the home and community

Supported Living Arrangement - supports provided to children usually with roommates, by staff of contracted provider agencies or individuals to develop and maintain skills needed to live independently in the home and community.

Qualified providers are providers that have completed the agency certification process successfully and have been determined to have appropriately skilled staff to provide services to a specific child.

Transportation expenses include bus passes, stipends for gas or other items related to traveling from one place to another place.

B. ADSD AGREES:

- 1) To perform all intake services for children (age 18 and under) with an intellectual disability and/ or a developmental disability to determine eligibility for Developmental Services (DS). ADSD agrees to accept all eligible children based on criteria established and set forth per NRS 433.174, NRS 433.211, NAC 435.400, and ADSD policy: Qualification Guidelines for Developmental Services. The criteria DS uses to determine eligibility includes, but is not limited to:
 - a. A confirmed diagnosis of intellectual disability;
 - b. Developmental delays (if under age 6) with eligibility re-determined at age 6;
 - c. Another diagnosed condition closely related to an intellectual disability that results in substantial functional limitations (42CFR 435.1009) (NRS 433.211);
 - d. Residency in Nevada.
- 2) To provide a written social assessment, if requested, completed by a Qualified Intellectual Disability Professional along with a statement of qualification completed by a licensed psychologist for each child determined eligible for DS.

- 3) To assure each family, as appropriate, submits a Medicaid application and required supporting documentation during the intake process prior to authorization of service.
- 4) To verify the family's Medicaid eligibility/ineligibility status via disposition letters or electronic means.
- 5) To comply with the Health Insurance Portability and Accountability Act (HIPAA) and Nevada confidentiality regulations regarding healthcare information.
- 6) To coordinate and manage support services selected by the child's parent(s)/legal guardian(s) and approved by ADSD to qualified children living in their natural home environment or an in-state out of home supported living environment. To determine financial eligibility of each child based on the child's family gross income not exceeding 300% of the Federal Poverty Guidelines.
- 7) To determine county of residence in accordance with NRS 428.020. Disputes concerning county of residence will be referred by the disputing county to the Nevada Association of Counties (NACO), which it is specifically agreed has authority to issue a final decision.
- 8) To notify the county of responsibility of any pending applications for services within ten (10) business days as requested by the County.
- 9) To use existing ADSD processes in reviewing applications for those individuals or their guardians/authorized representatives who disagree with the eligibility determination.
- 10) Perform Targeted Case Management services and authorize appropriate services available to the child as specified by the child's parent(s)/legal guardian(s) and approved by ADSD for each qualified child.
- 11) To reimburse qualified providers for services provided to qualified children.
- 12) To resolve provider inquiries and complaints regarding reimbursement.
- 13) To process Targeted Case Management (TCM) claims through the Medicaid fiscal agent.
- 14) To submit quarterly invoices and supporting documents to the County for services provided as outlined in Attachment B.
- 15) To hold telephonic or in person meetings with county representatives quarterly upon request for discussion regarding this scope of work.
- 16) To respond to email questions within 10 work days.

C. THE COUNTY AGREES:

- 1) To accept ADSD's criteria for DS eligibility.
- 2) Eligibility disputes will be appealed through the ADSD's hearing process by the applicant or authorized representative/guardian.
- 3) To refer disputes concerning county of residence to NACO whose decision will be final. The disputing county originally billed is responsible for payment of claims until the dispute is resolved at which time NACO will issue a written determination to notify the counties involved in the dispute and to notify ADSD to make adjusting entries.
- 4) To fund services specifically identified in Attachment B for eligible children as selected by the child's parent(s)/legal guardian(s) and approved by ADSD utilizing the methodology outlined in Attachment B. Funds transferred to ADSD from the County are derived from local government general funds or general taxes.
- 5) To comply with the Health Insurance Portability and Accountability Act (HIPAA) and Nevada confidentiality regulations regarding healthcare information and submit a Business Associate Agreement.

- 6) To submit billing or program questions via email to designated staff.
- 7) Eligible recipients, pursuant to this Agreement, will be entitled to receive TCM and the full range of services for which they are eligible upon request of the child's parent(s)/legal guardian(s) and authorization by ADSD.
- 8) All Agreements establishing this program will be terminated if the County does not comply with the terms of this Agreement, fails to sign this Interlocal Agreement, or terminates the Agreement. The County will be notified thirty (30) calendar days prior to termination for breach of this Agreement, specifying the nature of the breach.
- 9) No state appropriation is available to fund this program. Payment will be made to "Aging and Disability Services Division" and processed electronically through the Nevada State Treasurer's Office within 15 business days of receipt of invoice.
- 10) Upon termination of this Agreement, ADSD will close out the program.

D. ALL PARTIES AGREE:

- 1) It is specifically understood this Agreement is designed to provide services to children who are eligible for Regional Center services and supports. The County will be assessed a quarterly fee to pay for those services based on the methodology outlined in Attachment B.

ATTACHMENT B SERVICE BILLING

MY SIGNATURE INDICATES THAT I AGREE TO ALL CONDITIONS OF THIS SERVICE BILLING AGREEMENT

Signature

Date

Title/County

The following are services offered by the Regional Centers. Services have specific eligibility criteria and are offered for eligible children upon request of the parent(s)/legal guardian(s), and after approval by the Aging and Disability Services Division (ADSD). Not all services may be available due to provider or funding constraints. Current rates are as follows:

- Targeted Case Management hourly rate is \$56.00 (billed in 15-minute increments at \$14.00 each) and is a required service for all eligible persons.
- Clinical Services hourly rate is \$102.28 (billed in 15-minute increments at \$25.57 each) to include individual and group therapy (counseling), behavioral therapy, clinical consultation, and assessments.
- In Home Habilitation hourly rate is \$19.52. This includes supervision, individual training, and direct support management.
- Purchase of Service as a onetime allotment of \$250.00 per child per year for emergency services.
- Supported Living Arrangements hourly rate is \$19.52
- Respite is \$125.00 per month per child (for a total of \$1,500.00 per year if the service is offered all year).
- Jobs and Day Training has a variable rate schedule between \$25.87 and \$155.22 per day.
- Behavioral Consultation is an hourly rate of \$84.92 (Masters) and \$73.84 (Bachelors).
- Non-Medical Transportation is the total transportation cost (bus pass and/or mileage, trip, vehicle costs) not reimbursed by Medicaid.
- Nursing services has a variable rate between \$8.84 and \$126.68 and includes assessments, consultation, and direct service (this could be for 15-minute increments, hourly, or per assessment).
- Nutrition Services are billed at \$65.00 per hour (billed in 15-minute increments at \$16.25 each).

- Room and Board costs (to include rent, utilities, food, and phone) for children who reside in 24-hour Supported Living Arrangements at a varied cost based on market value and actual cost of utilities. Phone is billed at a maximum of \$30 per month. Food is billed at \$227.90 per month.

When new services are offered, or services are removed, the assessment process will be amended which reflect any changes.

ADSD will bill the Centers for Medicare & Medicaid Services (CMS) for Medicaid reimbursement and the county will be responsible for any costs not reimbursed by CMS. Contracts will be amended as rates change and services will be billed at the rate current on the date of services.

Counties will be assessed a cost quarterly based on the number of children whose custodial parent(s)/legal guardian(s) resides in their county, actual historic costs of services, and caseload growth. For children who are in the custody of the Division of Children and Family Services (DCFS)/Washoe County Social Services/Clark County Social Services, the last county of residence of the child will be used when determining County responsibility.

Annually, ADSD will provide each county with a breakdown of actual historic costs by service and projected costs based on caseload growth. Twelve months of actual service data and costs will be utilized encompassing the time period between October 1st and September 30th. These actual costs, along with projected caseload growth, will determine the annual costs for the County. This cost, along with supporting documentation, will be provided to the County on or before January 15th preceding the applicable fiscal year. This cost will remain static throughout the designated fiscal year and will not be subject to change.

The assessment cost will be invoiced in quarterly installments to each County on the following schedule:

First quarter of fiscal year: invoiced by August 1st;
 Second quarter of fiscal year: invoiced by November 1st;
 Third quarter of fiscal year: invoiced by February 1st;
 Fourth quarter of fiscal year: invoiced by May 1st.

Payment is due to the Regional Center within 30 days of receipt of invoice.

A True-Up will be done each January for the proceeding fiscal year ending June 30th. This True-Up will be used to adjust the assessment for the upcoming assessment period (i.e., for time period 7/1/18 – 6/30/19, True-Up to be completed by 1/15/20 and assessed 7/1/20-6/30/21). The True-Up will compare actual expenditures to the assessment to determine if a refund or additional assessment is appropriate.

ATTACHMENT C

STATE OF NEVADA DEPARTMENT OF HEALTH AND HUMAN SERVICES

BUSINESS ASSOCIATE ADDENDUM

BETWEEN

Aging and Disability Services Division

3416 Goni Road, Building D-132

Carson City, NV 89706

Herein after referred to as the "Covered Entity"
and

Lander County

Herein after referred to as the "Business Associate"

PURPOSE. In order to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law 104-191, and the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009, Public Law 111-5 this Addendum is hereby added and made part of the Contract between the Covered Entity and the Business Associate. This Addendum establishes the obligations of the Business Associate and the Covered Entity as well as the permitted uses and disclosures by the Business Associate of protected health information it may possess by reason of the Contract. The Covered Entity and the Business Associate shall protect the privacy and provide for the security of protected health information disclosed to the Business Associate pursuant to the Contract and in compliance with HIPAA, the HITECH Act, and regulation promulgated there under by the U.S. Department of Health and Human Services ("HIPAA Regulations") and other applicable laws.

WHEREAS, the Business Associate will provide certain services to the Covered Entity, and, pursuant to such arrangement, the Business Associate is considered a business associate of the Covered Entity as defined in HIPAA Regulations; and

WHEREAS, Business Associate may have access to and/or create, receive, maintain or transmit certain protected health information from or on behalf of the Covered Entity, in fulfilling its responsibilities under such arrangement; and

WHEREAS, HIPAA Regulations require the Covered Entity to enter into a contract containing specific requirements of the Business Associate prior to the disclosure of protected health information; and

THEREFORE, in consideration of the mutual obligations below and the exchange of information pursuant to this Addendum and to protect the interests of both Parties, the Parties agree to all provisions of this Addendum.

I. **DEFINITIONS.** The following terms in this Addendum shall have the same meaning as those terms in the HIPAA Regulations: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Subcontractor, Unsecured Protected Health Information, and Use.

1. **Business Associate** shall mean the name of the organization or entity listed above and shall have the meaning given to the term under the Privacy and Security Rule and the HITECH Act. For full definition refer to 45 CFR 160.103.
2. **Contract** shall refer to this Addendum and that particular Contract to which this Addendum is made a part.

3. **Covered Entity** shall mean the HIPAA covered components of the Department listed above (Aging & Disability Services, Child and Family Services, Division of Public and Behavioral Health, Division of Health Care Financing & Policy) and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to 45 CFR 160.103.
4. **Parties** shall mean the Business Associate and the Covered Entity.

II. OBLIGATIONS OF THE BUSINESS ASSOCIATE

1. **Access to Protected Health Information.** The Business Associate will provide, as directed by the Covered Entity or an individual, access to inspect or obtain a copy of protected health information about the individual that is maintained in a designated record set by the Business Associate or its agents or subcontractors, in order to meet the requirements of HIPAA Regulations. If the Business Associate maintains an electronic health record, the Business Associate, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under HIPAA Regulations.
2. **Access to Records.** The Business Associate shall make its internal practices, books and records relating to the use and disclosure of protected health information available to the Covered Entity and to the Secretary for purposes of determining Business Associate's compliance with HIPAA Regulations.
3. **Accounting of Disclosures.** Upon request, the Business Associate and its agents or subcontractors shall make available to the Covered Entity or the individual information required to provide an accounting of disclosures in accordance with HIPAA Regulations.
4. **Agents and Subcontractors.** The Business Associate must ensure all agents and subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to such information. The Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under HIPAA Regulations.
5. **Amendment of Protected Health Information.** The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the Business Associate or its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of HIPAA Regulations.
6. **Audits, Investigations, and Enforcement.** If the data provided or created through the execution of the Contract becomes the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency, the Business Associate shall notify the Covered Entity immediately and provide the Covered Entity with a copy of any protected health information that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently, to the extent that it is permitted to do so by law. The Business Associate and individuals associated with the Business Associate are solely responsible for all civil and criminal penalties assessed as a result of an audit, breach or violation of HIPAA Regulations.
7. **Breach or Other Improper Access, Use or Disclosure Reporting.** The Business Associate must report to the Covered Entity, in writing, any access, use or disclosure of protected health information not permitted by the Contract, Addendum or HIPAA Regulations by Business Associate or its agents or subcontractors. The Covered Entity must be notified immediately upon discovery or the first day such breach or suspected breach is known to the Business Associate or by exercising reasonable diligence would have been known by the Business Associate in accordance with HIPAA Regulations. In the event of a breach or suspected breach of protected health information, the report to the Covered Entity must be in writing and include the following: a brief description of the incident; the date of the incident; the date the incident was discovered by the Business Associate; a thorough description of the unsecured protected health information that was involved in the incident; the number of individuals whose protected health information was involved in the incident; and the steps the Business Associate or its agent or subcontractor is taking to investigate the incident and to protect against further incidents. The Covered Entity will determine if a breach of unsecured protected health information has occurred and will notify the Business Associate of the determination. If a breach of unsecured protected health information is determined, the Business Associate must take prompt corrective action to cure any such

deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately.

8. **Breach Notification Requirements.** If the Covered Entity determines a breach of unsecured protected health information by the Business Associate, or its agents or subcontractors has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with HIPAA Regulations. The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media, when necessary, as specified in HIPAA Regulations has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others as well as costs associated with mitigating future breaches. The Business Associate must notify the Secretary of all breaches in accordance with HIPAA Regulations and must provide the Covered Entity with a copy of all notifications made to the Secretary.
9. **Data Ownership.** The Business Associate acknowledges that the Business Associate or its agents or subcontractors have no ownership rights with respect to the protected health information it creates, receives or maintains, or otherwise holds, transmits, uses or discloses.
10. **Litigation or Administrative Proceedings.** The Business Associate shall make itself, any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations under the Contract or Addendum, available to the Covered Entity, at no cost to the Covered Entity, to testify as witnesses, or otherwise, in the event litigation or administrative proceedings are commenced against the Covered Entity, its administrators or workforce members upon a claimed violation by Business Associate of HIPAA Regulations or other laws relating to security and privacy.
11. **Minimum Necessary.** The Business Associate and its agents and subcontractors shall request, use and disclose only the minimum amount of protected health information necessary to accomplish the purpose of the request, use or disclosure in accordance with HIPAA Regulations.
12. **Policies and Procedures.** The Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA Regulations.
13. **Privacy and Security Officer(s).** The Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include: monitoring the Privacy and Security compliance of the Business Associate; development and implementation of the Business Associate's HIPAA Privacy and Security policies and procedures; establishment of Privacy and Security training programs; and development and implementation of an incident risk assessment and response plan in the event the Business Associate sustains a breach or suspected breach of protected health information.
14. **Safeguards.** The Business Associate must implement safeguards as necessary to protect the confidentiality, integrity and availability of the protected health information the Business Associate creates, receives, maintains, or otherwise holds, transmits, uses or discloses on behalf of the Covered Entity. Safeguards must include administrative safeguards (e.g., risk analysis and designation of security official), physical safeguards (e.g., facility access controls and workstation security), and technical safeguards (e.g., access controls and audit controls) to the confidentiality, integrity and availability of the protected health information, in accordance with HIPAA Regulations. Technical safeguards must meet the standards set forth by the guidelines of the National Institute of Standards and Technology (NIST). The Business Associate agrees to only use, or disclose protected health information as provided for by the Contract and Addendum and to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate, of a use or disclosure, in violation of the requirements of this Addendum as outlined in HIPAA Regulations.
15. **Training.** The Business Associate must train all members of its workforce on the policies and procedures associated with safeguarding protected health information. This includes, at a minimum, training that covers the technical, physical and administrative safeguards needed to prevent inappropriate uses or disclosures of protected health information; training to prevent any intentional or unintentional use or disclosure that is a violation of HIPAA Regulations; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of protected health information. Workforce training of new employees must be completed within 30 days of the date of hire and all employees must be trained at least annually. The Business Associate must maintain written records for a period of six years. These records

must document each employee that received training and the date the training was provided or received.

16. **Use and Disclosure of Protected Health Information.** The Business Associate must not use or further disclose protected health information other than as permitted or required by the Contract or as required by law. The Business Associate must not use or further disclose protected health information in a manner that would violate the requirements of HIPAA Regulations.

III. PERMITTED AND PROHIBITED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE

The Business Associate agrees to these general use and disclosure provisions:

1. **Permitted Uses and Disclosures:**

- a. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Contract, provided that such use or disclosure would not violate HIPAA Regulations, if done by the Covered Entity.
- b. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information received by the Business Associate in its capacity as a Business Associate of the Covered Entity, as necessary, for the proper management and administration of the Business Associate, to carry out the legal responsibilities of the Business Associate, as required by law or for data aggregation purposes in accordance with HIPAA Regulations.
- c. Except as otherwise limited by this Addendum, if the Business Associate discloses protected health information to a third party, the Business Associate must obtain, prior to making such disclosure, reasonable written assurances from the third party that such protected health information will be held confidential pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to the third party. The written agreement from the third party must include requirements to immediately notify the Business Associate of any breaches of confidentiality of protected health information to the extent it has obtained knowledge of such breach.
- d. The Business Associate may use or disclose protected health information to report violations of law to appropriate federal and state authorities, consistent with HIPAA Regulations.

2. **Prohibited Uses and Disclosures:**

- a. Except as otherwise limited in this Addendum, the Business Associate shall not disclose protected health information to a health plan for payment or health care operations purposes if the patient has required this special restriction, and has paid out of pocket in full for the health care item or service to which the protected health information relates in accordance with HIPAA Regulations.
- b. The Business Associate shall not directly or indirectly receive remuneration in exchange for any protected health information, unless the Covered Entity obtained a valid authorization, in accordance with HIPAA Regulations that includes a specification that protected health information can be exchanged for remuneration.

IV. OBLIGATIONS OF THE COVERED ENTITY

1. The Covered Entity will inform the Business Associate of any limitations in the Covered Entity's Notice of Privacy Practices in accordance with HIPAA Regulations, to the extent that such limitation may affect the Business Associate's use or disclosure of protected health information.
2. The Covered Entity will inform the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes may affect the Business Associate's use or disclosure of protected health information.
3. The Covered Entity will inform the Business Associate of any restriction to the use or disclosure of protected health information that the Covered Entity has agreed to in accordance with HIPAA Regulations, to the extent that such restriction may affect the Business Associate's use or disclosure of protected health information.
4. Except in the event of lawful data aggregation or management and administrative activities, the Covered Entity shall not request the Business Associate to use or disclose protected health

information in any manner that would not be permissible under HIPAA Regulations, if done by the Covered Entity.

V. TERM AND TERMINATION

1. **Effect of Termination:**

- a. Except as provided in paragraph (b) of this section, upon termination of this Addendum, for any reason, the Business Associate will return or destroy all protected health information received from the Covered Entity or created, maintained, or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and the Business Associate will retain no copies of such information.
 - b. If the Business Associate determines that returning or destroying the protected health information is not feasible, the Business Associate will provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon a mutual determination that return or destruction of protected health information is infeasible, the Business Associate shall extend the protections of this Addendum to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make return or destruction infeasible, for so long as the Business Associate maintains such protected health information.
 - c. These termination provisions will apply to protected health information that is in the possession of subcontractors, agents or employees of the Business Associate.
2. **Term.** The Term of this Addendum shall commence as of the effective date of this Addendum herein and shall extend beyond the termination of the contract and shall terminate when all the protected health information provided by the Covered Entity to the Business Associate, or accessed, maintained, created, retained, modified, recorded, stored or otherwise held, transmitted, used or disclosed by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or if it is not feasible to return or destroy the protected health information, protections are extended to such information, in accordance with the termination.
3. **Termination for Breach of Contract.** The Business Associate agrees that the Covered Entity may immediately terminate the Contract if the Covered Entity determines that the Business Associate has violated a material part of this Addendum.

VI. MISCELLANEOUS

1. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time for the Covered Entity to comply with all the requirements of HIPAA Regulations.
2. **Clarification.** This Addendum references the requirements of HIPAA Regulations, as well as amendments and/or provisions that are currently in place and any that may be forthcoming.
3. **Indemnification.** In accordance with the limitations of NRS 41.0305 to NRS 41.039 each party will indemnify and hold harmless the other party to this Addendum from and against all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in conjunction with:
 - a. Any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Addendum; and
 - b. Any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Addendum.
4. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Contract that any conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA Regulations. The parties agree that any ambiguity in this Addendum shall be resolved to permit the Covered Entity and the Business Associate to comply with HIPAA Regulations.
5. **Regulatory Reference.** A reference in this Addendum to HIPAA Regulations means the sections as in effect or as amended.
6. **Survival.** The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall survive the termination of this Addendum.

IN WITNESS WHEREOF, the Business Associate and the Covered Entity have agreed to the terms of the above written agreement as of the effective date set forth below.

COVERED ENTITY

**Department of Health and Human Services
Aging and Disability Services**

3416 Goni Road, Building D-132

Carson City, NV 89706

(775) 687-0532 Phone

(775) 687-0573 Fax

(Authorized Signature)

Dena Schmidt

**Administrator, Aging and Disability Services
Division**

(Date)

BUSINESS ASSOCIATE

Lander County

(Business Address)

(City, State and Zip Code)

(Business Phone Number)

(Business FAX Number)

(Authorized Signature)

(Print Name)

(Title)

(Date)

LANDER COUNTY COMMISSIONERS MEETING
3/8/2018

Agenda Item Number __2__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action to approve/disapprove the contract between the Board of Trustees of the Elko County Library and the Lander County Board of Commissioners, and all other matters properly related thereto.

Public Comment:

Background: **Contract attached.**

Recommended Action: **Approval of the Elko County Library Contract.**

February 20, 2018

Attn: Chairperson
Lander County Commission
50 State Route 305
Battle Mountain, Nevada 89820

Dear Chairperson;

Enclosed you will find two copies of the contract for library service for FY 2018-2019. The Chairman of the Elko County Library Board of Trustees has signed both copies. After your Board has had the opportunity to discuss the contract, it will then only be necessary to sign and return one copy of the contract for our records. The other copy can be signed and kept for your records.

With economic budget concerns facing all of us, we have made every effort to keep this contract to the minimum.

If you have any questions regarding this contract, please do not hesitate to contact us. Library staff and/or Board members will make themselves available to you.

Thank you for your time and attention to this matter.

Sincerely,



Kassie Kincaid-Antonucci
Director
Elko-Lander-Eureka County
Library System



Melissa Spence
Assistant Director
Elko-Lander-Eureka County
Library System

CONTRACT FOR LIBRARY SERVICE

THIS AGREEMENT, made and entered into effective the 20th day of FEBRUARY 2018, by and between the BOARD OF TRUSTEES OF THE ELKO COUNTY LIBRARY, hereinafter referred to as ELKO and the LANDER COUNTY BOARD OF COMMISSIONERS hereinafter referred to as LANDER.

WITNESSETH:

WHEREAS, LANDER has determined that public library services are in the public interest and is unable to finance the establishment of its own facility:

WHEREAS, ELKO is willing and able to provide services to LANDER as hereinafter set forth:

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto and by virtue of the authority granted by the provisions of Chapters 378 and 379 of the Nevada Revised Statutes, it is mutually agreed as follows:

1. This contract shall commence JULY 1, 2018, and shall terminate of JUNE 30, 2019.

2. It is expressly understood and agreed by the parties hereto that said parties shall perform all lawful acts necessary to accrue the mutual benefits of cooperative action.

3. LANDER herewith agrees to pay to ELKO the sum of \$99,622.00 in quarterly installments, beginning the month prior to the commencement of the contract as stated in paragraph 1, to be used by Elko in defraying costs of materials and services hereinafter described to be rendered to LANDER.

4. ELKO herewith agrees to establish and maintain public library services at AUSTIN and BATTLE MOUNTAIN for the use and benefit of the residents of LANDER County.

5. ELKO herewith agrees to provide and maintain at the library facility at AUSTIN, 1,500 volumes; and at the library facility at BATTLE MOUNTAIN, 4,200 volumes.

6. LANDER will recommend to ELKO persons to act as library assistants. ELKO will employ, terminate, and supervise said library assistants, and provide in-service training in library techniques and services. The library assistant at AUSTIN shall be expected to devote 12 hours per week exclusively to the library facility: and the library assistant at BATTLE MOUNTAIN shall be expected to devote 26 hours per week exclusively to the library facility.

7. LANDER will provide and maintain in good order adequate quarters to house the library service and provide utilities for the library facilities.

8. LANDER will provide for basic utilities at library facilities including monthly phone service for voice and fax. Computer phone lines, library circulation software, maintenance, and other services associated with the computer network will be paid by Elko with funds herein provided.

9. ELKO will provide the salaries and "Other Post-Employment Benefits" (OPEB) for said library assistants as mandated by Lander County Commission or the Nevada State Legislature will be paid out of the funds herein provided. Cost associated with previous employees eligible and receiving the OPEB will be paid out of the funds herein provided.

10. ELKO will provide free mail service for library materials to rural residents of LANDER County, and ELKO librarians will make such trips to LANDER County as necessary to provide adequate services there.

11. Library facilities of ELKO County shall be available to residents of LANDER County, together with interlibrary loan privileges.

12. LANDER County retains the ownership of all library equipment and furnishings purchased with funding from LANDER County. Equipment and furnishings purchased with funding from ELKO County or through the grant process by ELKO County staff remain of the inventory and in the possession of ELKO County.

13. Should any party hereto breach the terms of this agreement, the exclusive right of the other party shall be the right to cancellation of this contract, effective upon sixty (60) days written notice to the other party, with payment of funds to be made pro rata to termination date.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and first above written.

BOARD OF TRUSTEES OF THE ELKO
COUNTY LIBRARY SYSTEM

By *Sandra Oki*
Chairman

LANDER COUNTY BOARD OF
COUNTY COMMISSIONERS

By _____
Chairman

Attest _____
LANDER County Clerk

**LANDER COUNTY
BUDGET
2018/2019**

SALARIES:

Salaries:

Austin,	\$ 8,699.00	
Battle Mountain,	\$23,542.00	\$32,241.00

Retirement:

Austin,	none withheld	
Battle Mountain,	\$ 6,592.00	\$ 6,592.00

PAC/Medicare/Social Security/Unemployment:

Austin and Battle Mountain Combined,	\$ 2,638.00
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Vacation and Sick Leave (Substitutes/Temp):

Austin and Battle Mountain Combined,	\$ 1,115.00
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Other Post-Employment Benefits

Battle Mountain,	\$12,000.00
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Total Salaries	\$54,586.00
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OPERATING EXPENSES:**Supplies:**

Austin,	\$1,020.00	
Battle Mountain,	\$1,822.00	
Catalog Production,	\$ 400.00	\$ 3,242.00

Trips/Training (at 545¢ per mile):

Austin,	\$ 351.00	
Battle Mountain,	\$ 157.00	
Training,	\$ 508.00	\$ 1,016.00

Book Leasing:

Austin and Battle Mountain Combined,	\$ 3,800.00
--------------------------------------	-------------

Audio/Video Material:

Austin and Battle Mountain Combined,	\$ 2,000.00
--------------------------------------	-------------

Equipment Repairs/Supplies:

Austin and Battle Mountain Combined,	\$ 300.00
--------------------------------------	-----------

Network Access/Integrated Library System:

Austin and Battle Mountain Combined,	\$ 5,005.00
--------------------------------------	-------------

Total Operating	\$15,363.00
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CONTRACT LIBRARY FEE:

Austin and Battle Mountain Combined:	\$ 29,673.00
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SUB TOTAL	\$ 45,036.00
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GRAND TOTAL	\$ 99,622.00
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**PREVIOUS CONTRACT WITH
ELKO COUNTY LIBRARY**

DOC # 0279829
02/10/2017 10:17 AM
Official Record
Recording requested By
LANDER COUNTY EXECUTIVE DIRECTOR
Lander County - NV
Lesley Bunch - Recorder
Fee: Page 1 of 7
RPTT: Recorded By: KB
Book- 689 Page- 0629

0279829

RECORDING REQUESTED BY:

NAME: LANDER COUNTY EXECUTIVE DIRECTOR
ADDRESS: 50 STATE ROUTE 305
CITY/STATE/ZIP: BATTLE MOUNTAIN, NV 89820

AGREEMENT BETWEEN
ELKO COUNTY LIBRARY AND LANDER COUNTY
FEBRUARY 9, 2017 COMMISSION MEETING
AGENDA ITEM #2

This page added to provide information required by NRS 111.312, sections 1-2

This cover page must be typed or printed



January 17, 2017

Mr. Steven Stienmetz, Chairman
Lander County Commission
50 State Route 305
Battle Mountain, Nevada 89820

Dear Chairman Stienmetz;

Enclosed you will find two copies of the contract for library service for FY 2017-2018. The Chairman of the Elko County Library Board of Trustees has signed both copies. After your Board has had the opportunity to discuss the contract, it will then only be necessary to sign and return one copy of the contract for our records. The other copy can be signed and kept for your records.

With economic budget concerns facing all of us, we have made every effort to keep this contract to the minimum. You will notice of decrease of \$8,623.00 from last year's contract. This is due to the retirement of Rosemary Fuller and thus a decrease in salary and benefits.

If you have any questions regarding this contract, please do not hesitate to contact us. Library staff and/or Board members will make themselves available to you.

Thank you for your time and attention to this matter.

Sincerely,

Kassie Kincaid-Antonucci
Director
Elko-Lander-Eureka County
Library System

0279829 Book: 689
Page: 630
02/10/2017
Page: 2 of 7



CONTRACT FOR LIBRARY SERVICE

THIS AGREEMENT, made and entered into effective the 17th day of JANUARY 2017, by and between the BOARD OF TRUSTEES OF THE ELKO COUNTY LIBRARY, hereinafter referred to as ELKO and the LANDER COUNTY BOARD OF COMMISSIONERS hereinafter referred to as LANDER.

WITNESSETH:

WHEREAS, LANDER has determined that public library services are in the public interest and is unable to finance the establishment of its own facility:

WHEREAS, ELKO is willing and able to provide services to LANDER as hereinafter set forth:

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto and by virtue of the authority granted by the provisions of Chapters 378 and 379 of the Nevada Revised Statutes, it is mutually agreed as follows:

1. This contract shall commence JULY 1, 2017, and shall terminate of JUNE 30, 2018.

2. It is expressly understood and agreed by the parties hereto that said parties shall perform all lawful acts necessary to accrue the mutual benefits of cooperative action.

3. LANDER herewith agrees to pay to ELKO the sum of \$97,669.00 in quarterly installments, beginning the month prior to the commencement of the contract as stated in paragraph 1, to be used by Elko in defraying costs of materials and services hereinafter described to be rendered to LANDER.



Contract for Library Services (con't)

Page 2

4. ELKO herewith agrees to establish and maintain public library services at AUSTIN and BATTLE MOUNTAIN for the use and benefit of the residents of LANDER County.

5. ELKO herewith agrees to provide and maintain at the library facility at AUSTIN, 1,500 volumes; and at the library facility at BATTLE MOUNTAIN, 4,200 volumes.

6. LANDER will recommend to ELKO persons to act as library assistants. ELKO will employ, terminate, and supervise said library assistants, and provide in-service training in library techniques and services. The library assistant at AUSTIN shall be expected to devote 12 hours per week exclusively to the library facility: and the library assistant at BATTLE MOUNTAIN shall be expected to devote 26 hours per week exclusively to the library facility.

7. LANDER will provide and maintain in good order adequate quarters to house the library service and provide utilities for the library facilities.

8. LANDER will provide for basic utilities at library facilities including monthly phone service for voice and fax. Computer phone lines, library circulation software, maintenance, and other services associated with the computer network will be paid by Elko with funds herein provided.

9. ELKO will provide the salaries and "Other Post-Employment Benefits" (OPEB) for said library assistants as mandated by Lander County Commission or the Nevada State Legislature will be paid out of the funds herein provided. Cost associated with previous employees eligible and receiving the OPEB will be paid out of the funds herein provided.



Contract for Library Services (con't)

Page 3

10. ELKO will provide free mail service for library materials to rural residents of LANDER County, and ELKO librarians will make such trips to LANDER County as necessary to provide adequate services there.

11. Library facilities of ELKO County shall be available to residents of LANDER County, together with interlibrary loan privileges.

12. LANDER County retains the ownership of all library equipment and furnishings purchased with funding from LANDER County. Equipment and furnishings purchased with funding from ELKO County or through the grant process by ELKO County staff remain of the inventory and in the possession of ELKO County.

13. Should any party hereto breach the terms of this agreement, the exclusive right of the other party shall be the right to cancellation of this contract, effective upon sixty (60) days written notice to the other party, with payment of funds to be made pro rata to termination date.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and first above written.

BOARD OF TRUSTEES OF THE ELKO
COUNTY LIBRARY SYSTEM

By [Signature]
Chairman

LANDER COUNTY BOARD OF
COUNTY COMMISSIONERS

By [Signature]
Chairman

Attest [Signature]
LANDER County Clerk



**LANDER COUNTY
BUDGET
2017/2018**

SALARIES:

Salaries:

Austin,	\$ 8,543.00	
Battle Mountain,	\$22,856.00	\$31,399.00

Retirement:

Austin,	none withheld	
Battle Mountain,	\$ 6,400.00	\$ 6,400.00

PAC/Medicare/Social Security/Unemployment:

Austin and Battle Mountain Combined,	\$ 2,320.00
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Vacation and Sick Leave (Substitutes/Temp):

Austin and Battle Mountain Combined,	\$ 1,108.00
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Other Post-Employment Benefits

Battle Mountain,	\$12,000.00
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Total Salaries	\$53,227.00
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279829

Book: 689
Page: 63502/10/2017
Page: 7 of 7**OPERATING EXPENSES:****Supplies:**

Austin,	\$1,020.00	
Battle Mountain,	\$1,822.00	
Catalog Production,	\$ 400.00	\$ 3,242.00

Trips/Training (at 54¢ per mile):

Austin,	\$ 348.00	
Battle Mountain,	\$ 156.00	
Training,	\$ 500.00	\$ 1,004.00

Book Leasing:

Austin and Battle Mountain Combined,	\$ 3,800.00
--------------------------------------	-------------

Audio/Video Material:

Austin and Battle Mountain Combined,	\$ 2,000.00
--------------------------------------	-------------

Equipment Repairs/Supplies:

Austin and Battle Mountain Combined,	\$ 300.00
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Network Access/Integrated Library System:

Austin and Battle Mountain Combined,	\$ 5,005.00
--------------------------------------	-------------

Total Operating	\$15,351.00
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CONTRACT LIBRARY FEE:

Austin and Battle Mountain Combined:	\$ 29,091.00
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SUB TOTAL	\$ 44,442.00
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GRAND TOTAL	\$ 97,669.00
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LANDER COUNTY COMMISSIONERS MEETING
3/8/2018

Agenda Item Number __3__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action to approve/disapprove annual free use of the Battle Mountain Civic Center for the Veteran's Day Breakfast sponsored by Newmont, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:

LANDER COUNTY COMMISSIONERS MEETING
3/8/2018

Agenda Item Number __4__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding the abandoned mines within Lander County, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:



Nilla Fuller <dfuller@landercountynv.org>

Abandoned Mines in Lander County

1 message

Robert Ghiglieri <rgghiglieri@minerals.nv.gov>

Thu, Mar 1, 2018 at 4:16 PM

To: "dfuller@landercountynv.org" <dfuller@landercountynv.org>

Hello,

First I would like to thank you for the opportunity to inform the Lander County Commission about the Abandoned Mines in the County and give some background information for the Nevada Division of Minerals (the Division).

The Division is a part of the Commission on Mineral Resources. The AML program was created by the Nevada Legislature in 1987 in response to incidents, both fatal and nonfatal, that had occurred at abandoned mines. The legislation placed the AML program with the Division and mandated two primary functions:

- 1) Establish a program to discover dangerous conditions that result from mining practices which took place at a mine that is no longer operating, identify the owner if feasible or other person responsible for the condition and apply a hazard ranking based on the location and type of feature.
- 2) Develop a public awareness campaign to educate the public about dangerous conditions that exist as a result of historic mining activities. The statutes governing the AML program can be found in Appendix C.

In 1989, the Nevada Legislature expanded the program to include the responsibility of securing hazardous conditions on open public lands. The Legislature also provided an opportunity for companies, individuals, and civic groups to voluntarily assist the program in the construction of a fence or other safeguard around a dangerous condition at an abandoned mine opening under a designated good Samaritan law under NRS 41.0331. The AML program is administered under Nevada Administrative Code chapter 513. The Division notifies county commissions of hazardous conditions discovered within their respective counties at least once a year. The appropriate county commission is notified if a claimant fails to notify the Division of completion, or of their intention to secure hazards within the timeframe specified. The county is authorized to take appropriate enforcement action, which may include warnings issued by the county sheriff, securing work performed under direction of the county at the owner's expense, and possible fines of up to \$250 per violation.

No state general funds are used to operate this program. The AML program is funded from these three sources:

1. For every unpatented mining claim filed on Federal land, a \$4 fee is collected by the County recorder and remitted to the Division (NAC 513.315).
2. The Division collects a one-time fee of \$20 per acre for every acre of permitted disturbance associated with new or amended mining or exploration plans of operation on public lands (NRS 519A.250).

3. The Division has cooperative agreements in place with both the Bureau of Land Management (BLM) and the United States Forest Service (USFS) which provide financial assistance to enhance and accelerate both field investigation activities and work performed by staff, contractors, and volunteers to secure hazards.

Since 1987 the Division has identified nearly 22,000 AML hazards statewide and we believe that we are only halfway done. Lander County currently has 639 identified AML hazards and nearly 2,400 non-hazardous mining related features. Out of the 639 identified hazards, 97 are currently unsecured, 319 fenced or posted, 71 with bat compatible closures, 137 backfilled, and 15 were found to be caved by nature after the initial field visit. The land status varies from BLM, USFS, private to patented mining claims.

To permanently close or "backfill" any hazard located on Federal land a Categorical Exclusion (CX) process is required. The process is outlined in chapter 4 of the BLM NEPA handbook: https://www.ntc.blm.gov/krc/uploads/366/NEPAHandbook_H-1790_508.pdf. Depending on the urgency and funding of a project, the CX process can take months to years to complete. It requires both a wildlife and cultural survey. Any determination of significant wildlife habitat or cultural resources will alter the closure method but not stop the project.

To permanently close or backfill any hazard located on private or patented lands we recommend that they perform wildlife survey but a cultural survey is not required. The property owner must also be amenable to the closures.

I hope that this answers your initial question about closing abandoned mine in Lander County. I am sure this will lead to additional questions. I would greatly appreciate the opportunity to attend a Commission meeting to answer questions regarding AML. Please feel free to contact me with any other questions or times that I could attend a meeting to answer any questions.

Thank you,

Robert Ghiglieri

Chief, Abandoned Mine Lands

Nevada Division of Minerals

(775) 684-7048

rghiglieri@minerals.nv.gov

LANDER COUNTY COMMISSIONERS MEETING
3/8/2018

Agenda Item Number __5__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action to approve/disapprove closure of the Battle Mountain Recreation Center one day a month for deep cleaning, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:

LANDER COUNTY COMMISSIONERS MEETING
3/8/2018

Agenda Item Number __6__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion only involving a brainstorming session regarding Lander County Indigent Transport, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:

LANDER COUNTY COMMISSIONERS MEETING
3/8/2018

Agenda Item Number __7__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action to appoint individuals to fill one vacancy on the Lander County Advisory Board to Manage Wildlife, a Category II board, to complete a term ending June 30, 2019, and to consider the following:

a) Worth Nelson;

And all other matters properly related thereto.

Public Comment:

Background: Letter of interest attached.

Recommended Action: Approval of Worth Nelson as a member of the Lander County Advisory Board to Manage Wildlife, term expiring June 30, 2019.

LANDER COUNTY
ADMINISTRATION

2018 JAN 26 PM 1:28

January 19, 2018

Lander County Commissioners
Battle Mountain, NV 89820

Dear Lander County Commissioners:

My name is Worth Nelson and I am writing this letter to ask you to please consider placing me as a member on the Lander County Wildlife Advisory Board.

Having lived in Battle Mountain for close to fifty years and being an avid hunter in Nevada for over forty years, I feel that I have a lot to offer if you were to choose me as a member of this advisory board.

If you have any questions or need any other information please contact me at 775-374-0368. Thank you for considering this request.

Sincerely,



Worth Nelson

RECEIVED

JAN 26 2018

LANDER COUNTY CLERK

LANDER COUNTY COMMISSIONERS MEETING
3/8/2018

Agenda Item Number __8__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action to appoint/re-appoint individuals to the Lander County Debt Management Commission, a Category I Board, with the term expiring December 31, 2019, and to consider the following:

- a) Louis Lani;
- b) Bart Negro;

And all other matters properly related thereto.

Public Comment:

Background: Letter of Interest attached

Recommended Action: Approval of the re-appointment of Louis Lani and Bart Negro to the Lander County Debt Management Commission, with the term expiring December 31, 2019.



Sadie Sullivan <landercountyclerk@gmail.com>

Board appointments

1 message

Louis Lani <69llani2@sbcglobal.net>
To: landercountyclerk@gmail.com

Tue, Jan 30, 2018 at 1:19 PM

Sadie, I would like to be reappointed to the following boards, Debt Management, Planning, HUMBOLT River, PLUAC.
Thanks, Louis

Sent from my iPhone

RECEIVED

JAN 30 2018

LANDER COUNTY CLERK

Bart Negro
110 7th Street
P O Box 1237
Battle Mountain, NV 89820

RECEIVED
JAN 30 2018
LANDER COUNTY CLERK

To whom it may concern,

Please consider my request to be re-appointed to the 2018 Lander County Debt Management Commission board.

Thank you,

Bart Negro

LANDER COUNTY COMMISSIONERS MEETING
3/8/2018

Agenda Item Number __9__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action to appoint individuals to fill three vacancies on the Battle Mountain Livestock Events Center Advisory Board, a Category III Board, all terms expiring June 30, 2018, and to consider each of the following:

- a) Lisa Clark;
- b) Lezli Schroeder;
- c) Clayton Schroeder;
- d) Adam McKinney;

And all other matters properly related thereto.

Public Comment:

Background: Letters of Interest attached.

Recommended Action: Appointment of three individuals to fill vacancies on the Battle Mountain Livestock Events Center Advisory Board.

lisa

Jason clark

Tue 1/23/2018 9:04 PM

To: Jason clark <ljclarkfarms@hotmail.com>;

LANDER COUNTY
ADMINISTRATION

2018 JAN 24 PM 3: 35

Dear County Commissioners,

My name is Lisa Clark and I am writing about voting me in for Fair and Livestock Board. I have lived in Battle Mountain for 12 years now and have seen the past livestock events and would like to help bring them back to this town. I see allot of horse trailers and music singer buses pass by Battle Mountain, Nv all the time full of horses and signes and never see them stop here. I would like to help by being on the board to make them stop here and use our stores, shops, restaurants, hotels and gas stations and rodeo grounds. Maybe now that there is a Rec Center with a pool they mite use it to. I would like to bring horse events, dog events, rodeos, concerts, and other horse events. I am a big rock and country music fan and I would like to help big name and beginner groups out and even maybe give a starting star a chance to make it big. Also I would like to bring back the 4H to have shows here to show the town how they did for the year and for the people to see work with animals at the fair and how much work goes into to raising animals. I am a dog groomer and have allot of people with dogs and I would like to help start a dog trials and agility classes to. I feel I could be a big help on the board and look forward to working with the members on making the Fair and Live Stock Board grow and Prosper and the Rodeo grounds as well. Thank you for reading this and hope you can vote me in for the Fair and Live Stock Board.

Thank You,
Lisa Clark

January 29th 2018

To whom it may concern,

I would like to make known my intent to join the Battle Mountain Livestock Advisory Board. I am very passionate about bringing about events and opportunities to Battle Mountain. I am knowledgeable about livestock and livestock events and feel I have ideas and suggestions that could possibly serve our community well. I sincerely believe that it is a shame to have such a fine fairground and events center at our disposal that is currently not being used to its full potential. I have you will consider me as a choice for the Battle Mountain Livestock Advisory Board as it is something I am very enthusiastic about improving and utilizing for the good of our community.

Thank you for your consideration,

Lezli Schroeder

LAUREL COUNTY
ADMINISTRATION
2018 JAN 29 PM 4:30

January 29th 2018

To whom it may concern,

I would like to make known my intent to join the Battle Mountain Livestock Advisory Board. I am very passionate about bringing about events and opportunities to Battle Mountain. I am knowledgeable about livestock and livestock events and feel I have ideas and suggestions that could possibly serve our community well. I sincerely believe that it is a shame to have such a fine fairground and events center at our disposal that is currently not being used to its full potential. I have you will consider me as a choice for the Battle Mountain Livestock Advisory Board as it is something I am very enthusiastic about improving and utilizing for the good of our community.

Thank you for your consideration,

Clayton Schroeder

LANDER COUNTY
ADMINISTRATION
2018 JAN 29 PM 4:30

January 29th 2018

To whom it may concern,

I would like to make known my intent to join the Battle Mountain Livestock Advisory Board. I am very passionate about bringing about events and opportunities to Battle Mountain. I am knowledgeable about livestock and livestock events and feel I have ideas and suggestions that could possibly serve our community well. I sincerely believe that it is a shame to have such a fine fairground and events center at our disposal that is currently not being used to its full potential. I have you will consider me as a choice for the Battle Mountain Livestock Advisory Board as it is something I am very enthusiastic about improving and utilizing for the good of our community.

Thank you for your consideration,

Adam Mckinney

LANDER COUNTY
ADMINISTRATION
2018 JAN 29 PM 4:30

LANDER COUNTY COMMISSIONERS MEETING
3/8/2018

Agenda Item Number __10__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action to approve/disapprove the Agreement for Professional Services between JUB Engineers, Inc. and Lander County for the Battle Mountain and Austin Airports in an amount not to exceed \$30,000 in each fiscal year without written authorization from Lander County, and all other matters properly related thereto.

Public Comment:

Background: **Agreement for Profession Services Attached.**

Recommended Action: **Approval of the Agreement for Professional Services between JUB Engineers, Inc. and Lander County for the Battle Mountain and Austin Airports in an amount not to exceed \$30,000.00.**

AGENDA REQUEST FORM



COMMISSIONER MEETING DATE: MARCH 8, 2018

NAME TOM LEMENKOFF REPRESENTING: J.L.B.

ADDRESS: 250 S. BRIGHAMWOOD AVE, SUITE 201

PHONE(H): 208-376-7332 (W): 208-501-4196 (FAX):

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: 208-501-4196

WHO WILL BE ATTENDING THE MEETING TOM LEMENKOFF
JOB TITLE SENIOR AIRPORT PROTECT MANAGER

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: RENEW ANNUAL ENGINEER
ING SERVICES AGREEMENT FOR AUSTIN AND PATRICK
MOUNTAIN AIRPORTS; UPDATE PROTECTS WITH COMMISSIONERS

BACKGROUND INFORMATION AGREEMENT IS FOR NON FAA PROTECTS AND
ISSUES

WHAT ACTION WOULD YOU LIKE THE BOARD TO TAKE TO RESOLVE THIS ISSUE? APPROVE
CONTRACT NOTED ABOVE

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST: YES ☒ NO ☐

AMOUNT: \$ 30,000

HAS THIS ISSUE BEEN DISCUSSED AT A PRIOR COMMISSION MEETING? YES ☐ NO ☒

WHEN? N/A

HAS THIS ISSUE BEEN REVIEWED AND APPROVED BY AFFECTED DEPT HEADS YES ☒ NO ☐ WILL BE SENT ASAP

ALL BACKUP MATERIAL MUST BE PROVIDED WITH AGENDA REQUEST - NOT AT THE MEETING,

IS ALL THE BACKUP MATERIAL ATTACHED TO THIS AGENDA REQUEST? YES ☒ NO ☐

IF THE ITEM IS A CONTRACT AND/OR AGREEMENT, OR REQUIRES LEGAL REVIEW, IT MUST BE REVIEWED BY THE DISTRICT ATTORNEY'S OFFICE PRIOR TO AGENDA SETTING OR IT WILL NOT GO ON THE AGENDA.

HAS THE DISTRICT ATTORNEY'S OFFICE PROVIDED THE REQUIRED REVIEW? YES ☐ NO ☐ WILL BE SENT ASAP

THE COMMISSIONERS RESERVE THE RIGHT TO REJECT OR RECOMMEND TABLING ALL AGENDA REQUESTS FOR INSUFFICIENT INFORMATION.

ALL INFORMATION STATED IS CORRECT AND TRUE TO MY KNOWLEDGE.

[Signature]

DATE FEB 27, 2018

J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Task Order No. 10-18-022-010
Battle Mountain & Austin Airports

DATE: February 8, 2018

PROJECT: BATTLE MOUNTAIN & AUSTIN AIRPORTS- GENERAL ENGINEERING SERVICES - 2018

RE: Master Engineering Services Agreement between the Lander County, Nevada (CLIENT) and J-U-B ENGINEERS, Inc., (J-U-B), dated January 1, 2017.

Upon execution of this Task Order by CLIENT and J-U-B in the space provided below, this Task Order will serve as authorization for J-U-B to carry out and complete the services set forth below in accordance with the referenced Agreement between the CLIENT and J-U-B.

1. **Purpose:** The CLIENT requires engineering services to address miscellaneous and unforeseen issues at Battle Mountain and Austin Airport for FY 2018.
2. **Scope of Services:** Engineering services will be provided as directed by the CLIENT to address miscellaneous and unforeseen issues at the Big Piney-Marbleton Airport. Such issues may include, but are not limited to, the following:
 - a. Revise ACIP (Airport Improvement Plan) documents and submit to FAA PHX Area District Office and NDOT Aeronautics.
 - b. Assist with Preparation of materials for and attend FAA PHX ADO, NDOT Aeronautics, ACIP preparation meetings.
 - c. Prepare materials for and/or attend Lander County Commission or FAA Meetings.
 - d. Other assistance or Services as requested by the CLIENT not covered under a specific separate Task Order.
3. **Time for Performance of Services:** This task Order is for Engineering Services rendered for FY 2018.
4. CLIENT or J-U-B may terminate this Agreement without cause upon thirty (30) days written notice served upon the other party personally or by certified mail sent to the last known address of the party.
5. **Compensation for Services:** Compensation will be on a Time and Materials basis and shall not exceed \$30,000 in each fiscal year without written authorization from the CLIENT.

SIGNATURES

CLIENT:

Lander County, Nevada

By: Doug Mills
Title: Chairman, Lander County, Nevada

Date: _____

ENGINEER:

J-U-B ENGINEERS, Inc.

By: Brian Smith
Title: Boise Office Manager

Date: _____

LANDER COUNTY COMMISSIONERS MEETING
3/8/2018

Agenda Item Number _11__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Update from JUB Engineers, Inc. regarding the status of airport projects within Lander County, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:

LANDER COUNTY COMMISSIONERS MEETING
3/8/2018

Agenda Item Number __12__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action to modify the current policy for metered use of non-potable water in Battle Mountain, and all other matters properly related thereto.

Public Comment:

Background: **Current policy attached.**

Recommended Action:

BATTLE MOUNTAIN WATER & SEWER
HYDRANT / STANDING TANK WATER USE PERMIT

50 State Route 305
Battle Mountain, Nevada 89820
(775) 635-2190
Fax # (775) 635-2801

COMPANY NAME: _____

BILLING ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL: _____

Contractor will be charged a \$10.00 connection fee plus \$1.20 per 1,000 gallons of water used,

OR

Contractor will be charged \$30.00 per day. Whichever is the lesser charge.

Contractor will be liable for any damage to any equipment that is supplied by the Battle Mountain Water Department.

Estimated Usage: _____

Purchaser Signature & Print

Actual Usage: _____

Date

13.12.480 Fire hydrants—Private use—Permit required.

A. Connections to public fire hydrants are prohibited unless a use permit is issued by the district. The applicant shall pay a use permit fee of ten dollars prior to issuance. The district may require installation of a hydrant meter, in which case the applicant will be required to deposit an amount adequate to cover the cost of furnishing, installing and removing the service connection. Upon discontinuance of service, a refund will be made of the difference between the amount deposited and costs, after allowance for salvaged materials. When use of a hydrant connection is for a short period of time, and installation of a meter is not practical, charges will be in accordance with the rate schedule then in effect. Use of a hydrant for construction water in subdivision development shall be permitted for a one time charge of eleven dollars per lot for the subdivision being developed or alternatively if the property is not subdivided into lots less than four lots per acre, at a rate of forty-six dollars per gross acre in the subdivision being developed. Applicants for connections to fire hydrants shall designate the period of time and purposes for which water is to be used; such time and purposes must be argued upon by the district before a use permit will be issued.

B. The district may discontinue the supply and remove its equipment at the expiration of a period so designated or if the supply is used for any purpose other than designated by the applicant. The supply is subject to limitations as to rate of flow and time of use. The district will install all equipment necessary for the connection and no water will be used until such equipment is installed.

C. In the event that a connection is made to a fire hydrant without authority to do so, the user shall be required to pay one hundred dollars for each day of use prior to issuance of the permit. (Ord. 2001-11 § 2 (part), 2001; Ord. 82-3 § 9.9, 1982)

13.12.490 Emergency service.

A. Emergency service may be provided by a connection to an existing main. All emergency services, which are connected to fire hydrants shall conform with requirements of Section 13.12.480 and shall be limited to a maximum of thirty days.

B. In the event that the emergency service will provide water to multiple users, a deposit shall be submitted that shall include, in addition to the quantity charge, an amount for an estimated thirty days of consumption including service charges for each unit of property served. A single monthly bill shall be issued to the applicant, who will be responsible for payment. Metered water service or daily flat rates shall be otherwise in accordance with the rate schedule, Section 3.12.750. (Ord. 82-3 § 9.10, 1982)

13.12.500 Public agencies exempted from deposit requirements.

In lieu of cash deposits, or sureties, purchase order will be accepted from public agencies. (Ord. 82-3 § 9.11, 1982)

13.12.510 Security deposits for payment of water bills.

The district will require security deposits from all new customers, from customers whose accounts are consistently delinquent, and in situations where the district has cause to believe that a

LANDER COUNTY COMMISSIONERS MEETING
3/8/2018

Agenda Item Number __13__

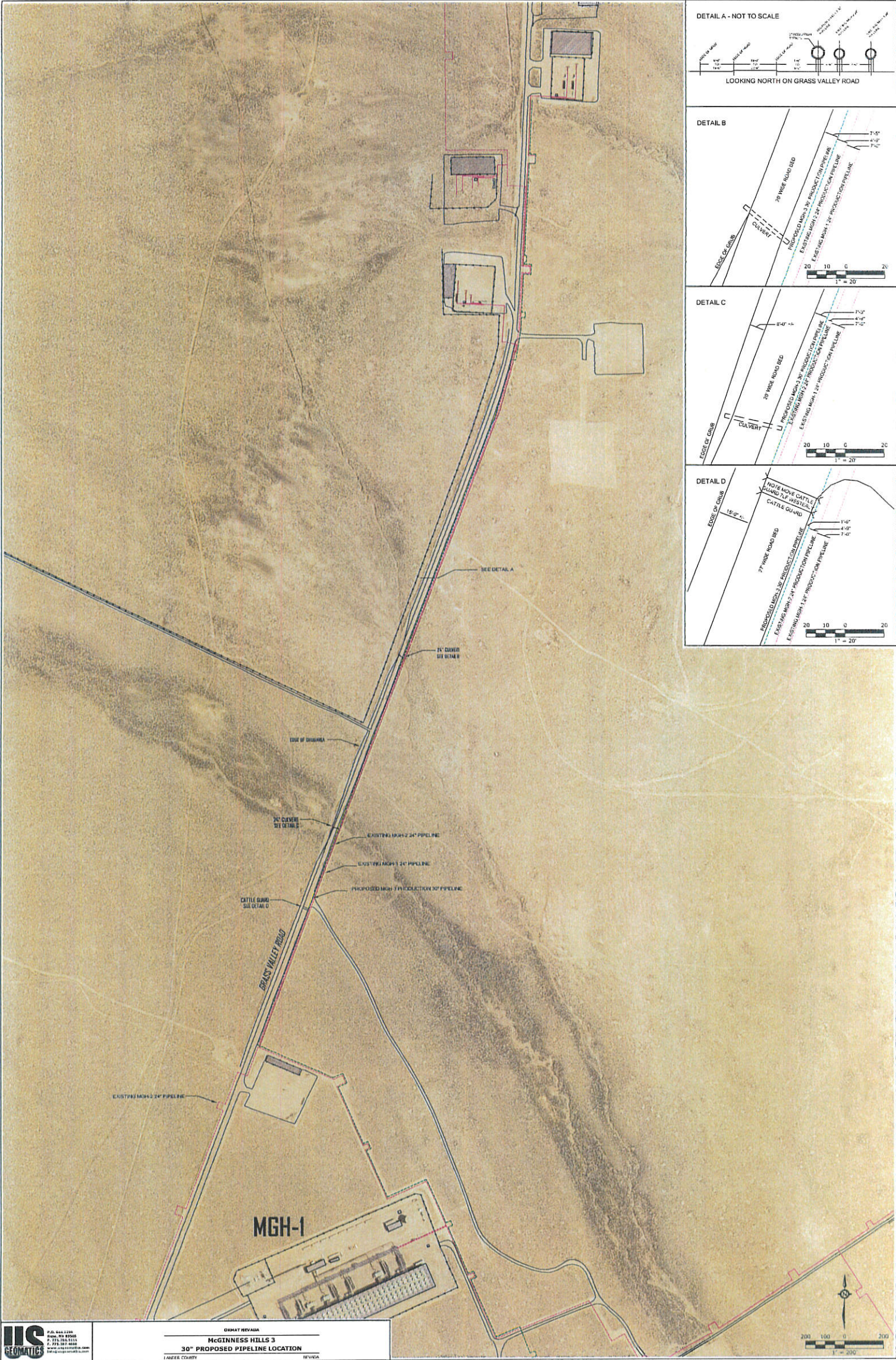
THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action to approve/disapprove Ormat Technologies additional encroachment on Lander County Right-of-Way located in Grass Valley, and all other matters properly related thereto.

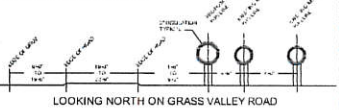
Public Comment:

Background:

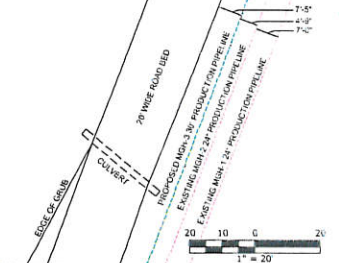
Recommended Action:



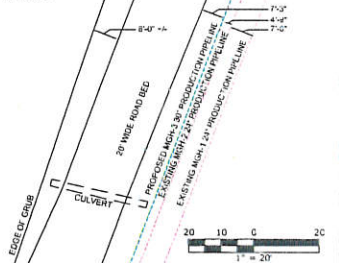
DETAIL A - NOT TO SCALE



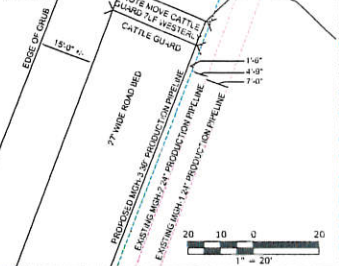
DETAIL B



DETAIL C



DETAIL D



LANDER COUNTY COMMISSIONERS MEETING

Agenda Item Number __14__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding the Human Resources Director vacant position, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:

LANDER COUNTY COMMISSIONERS MEETING
2/22/2018

Agenda Item Number _15__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding Vyper Adamas and their proposed Memorandum of Understanding to Lander County as a future production site, and all other matters properly related thereto.

Public Comment:

Background: **attached MOU**

Recommended Action:



Lukins
— & —
a s s o c i a t e s

Lukins & Associates, LLC.
19242 Tranbarger Street
Rowland Hts, CA 91748
+1 (530) 210-6936
www.lukinsassociates.com

NON-BINDING MEMORANDUM OF UNDERSTANDING AND NON-DISCLOSURE AGREEMENT

BETWEEN:

Lander County (and the city of Battle Mountain), Nevada, hereinafter referred to as **“LANDER”**,

AND:

Vyper Adamas, Inc., hereinafter referred to as **“VYPER”**, a company registered in the state of Nevada, represented by Nicolas Chapman, CEO, hereinafter referred to as **“CHAPMAN”**,

AND:

Lukins International (DBA Lukins & Associates, Inc.) hereafter referred to as **“L&A**, a company registered in the state of Michigan, represented by Kenneth R. Lukins, CEO, hereafter referred to as **“LUKINS”**

Individually referred to as a **“Party”** or collectively as the **“Parties”**.

WHEREAS:

The Parties initiated contacts between themselves with the intention to work together exclusively, as practical (i.e. the avoidance of third-party/brokers) to discuss the establishment of a primary manufacturing facility in Battle Mountain, Nevada for the purpose of manufacturing and exporting:

- 1) VYPER ADAMAS line of Vehicles,
- 2) “Battle Mountain Armor” (Vehicle protection for law enforcement and military vehicles),



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- 3) and CERBERUS security scanners (for vehicles and people), as well as additional security and safety systems to be determined at a later date.

Towards this goal, the Parties hereby enter into a non-binding collaborative agreement;

The Parties, provided that the proposed Project, hereinafter referred to as the “**PROJECT**” has a positive evaluation, wish to negotiate a formal agreement which will define obligations and financial terms;

The Parties acknowledge that any Party may at any time wish to stop its involvement in the preparation of the Project and the negotiations of a formal agreement and will no longer sign or agree to previously-discussed terms;

For the purpose of the Project and for the negotiation of a formal agreement, the Parties intend to disclose information to each other, which they wish to keep confidential;

THE PARTIES AGREE AS FOLLOWS:

1. Project preparation

1.1. The Parties wish to define and formalize a collaborative Project with the intention to commence and promote the production and manufacturing of the above-mentioned vehicles/systems/products, thereby creating jobs (and the appropriate supporting infrastructure) for the community of Battle Mountain and Lander County.

1.2. With the purpose to formalize the Project in due time, the Parties agree:

- i) to meet or correspond as necessary to prepare and confirm details of the Project;
- ii) that each Party shall use its best endeavors to prepare all the documents, data, and information necessary for the preparation of the Project and to provide them to the other Parties.

1.3. The Parties agree not to modify, without previous consent, any document, data, or information supplied by the other Parties.



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2. Negotiations

2.1. On February 22, 2018, the Parties met at the Battle Mountain Courthouse and agreed to provide all necessary documents, data, and information required to define and propose each parties' commitments regarding positive social, economic, environmental, and legal opportunities.

- i. A temporary high-security manufacturing
- ii. A permanent high-security manufacturing facility
- iii. Local employment
- iv. Required infrastructure
- v. Local sourcing
- vi. Collaboration with local sovereign nations and BLM
- vii. Collaboration with established mining operations in Lander County
- viii. Rail spur
- ix. Utilization of Battle Mountain airport and other local established transport
- x. Working with Nevada's state incentive programs
- xi. Supporting local schools and social programs
- xii. Supporting local conservation and wildlife programs
- xiii. Investment, tax, and legal structures, and tax credits
- xiv. Establishment of secured operational test site
- xv. Zoning
- xvi. Green infrastructure and operations
- xvii. ROI and exit strategies
- xviii. PR and public consensus

2.2. Upon the parties' positive evaluation of the above items and all other relative items not mentioned, and after establishing that all Parties desire to collaborate with the purpose to enter into a formal commitment, the conclusion of such an agreement shall be reduced to written form.

3. Confidentiality Agreement



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3.1. For the purpose of this agreement, Confidential Information shall mean any

and all information, which is supplied or disclosed, directly or indirectly, in writing or in any other means, by each Party to the other including, but not limited to any documents, drawings, sketches, designs, materials, samples, prototypes, data, know-how, and which at the time of its disclosure or supply is identified as confidential. Oral information related to the Project shall also be deemed as Confidential.

3.2. For the purpose of this agreement the Recipient shall mean the Party receiving the Confidential Information disclosed by the other Parties.

3.3. Each Party intends to voluntarily disclose Confidential Information to the other Party. Nothing in this agreement shall be regarded as compelling a Party to disclose any Confidential Information.

3.4. The Recipient shall:

- i. undertake to keep the Confidential Information confidential and not to disclose it nor to permit the disclosure of it to any third party, and not to make it available to the public or accessible in any way, except with the prior written consent of the Party disclosing it;
- ii. undertake to use the Confidential Information solely for the Purpose of this agreement and not to make any other use, whether commercial or non-commercial, without the prior written consent of the Party disclosing it.

3.5. The Recipient shall limit and control any copies and reproductions of the Confidential Information. The Recipient shall return all records or copies of the Confidential Information at the request of the other Party and at the latest on termination of this agreement. This shall not apply to Confidential Information or copies thereof which must be stored by the Recipient according to mandatory law, provided that such Confidentiality Information or copies thereof shall be subject to an indefinite confidentiality obligation.

3.6. The Recipient undertakes to disclose the Confidential Information only to its employees or associates who:



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- i. reasonably need to receive the Confidential Information for the Purpose of the present agreement; and
- ii. have been informed by the Recipient of the confidential nature of the Confidential Information and of the terms of the present agreement; and
- iii. have been advised of and agree to be bound by equivalent obligations to those in the present agreement.

3.7. All Confidential Information shall remain the exclusive property of each Party as well as all patent, copyright, trade secret, trade mark and other intellectual property rights herein. The Parties agree that this agreement and the disclosure of the Confidential Information do not grant or imply any license, interest or right to the Recipient in respect to any intellectual property right of the other Party.

4. Intellectual Property Rights

The Parties acknowledge that nothing in this MoU and NDA shall affect ownership of any intellectual property rights.

5. Miscellaneous

5.1. This Agreement shall be effective from the date of signature of the last Party to sign and shall remain in force for twelve months or until the date of the entry into force, whichever comes first. Notwithstanding the aforementioned, the obligations under the confidentiality clause of this MoU and NDA shall remain in force for period of five (5) years after the date of expiry or termination.

5.2. A Party may at any time withdraw from the Project and terminate its involvement in the activities set out in this MoU. For the avoidance of doubt, such termination shall be done in writing to all other Parties.

5.3. This MoU and NDA shall be governed by and construed in accordance with the laws of California, Michigan, and Nevada, USA.



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IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be executed as of the date stated above.

Vyper Adamas:

Lukins International (DBA Lukins & Associates):

Lander County:

LANDER COUNTY COMMISSIONERS MEETING
3/8/2018

Agenda Item Number __16__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action to approve/disapprove a donation to MedX AirOne, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:

LANDER COUNTY COMMISSIONERS MEETING
2/22/2018

Agenda Item Number __17__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Update from the Lander County Treasurer, and all other matters properly related thereto.

Public Comment:

Background: **Plan of Corrective Action attached.**

Recommended Action:

Lander County
Keith Westengard - Executive Director
50 State Route 305
Battle Mountain, NV 89820
P: 775-635-2885 f: 775-635-5332



January 22, 2018

Keri Gransbery, Budget Analyst
Nevada Department of Taxation
1550 College Parkway, Suite 115
Carson City, NV 89706-7937

RE: Plan of Corrective Action for Fiscal Year 16-17

Dear Keri,

Following is Lander County's Plan of Corrective Action regarding the compliance issue raised on pages 132-135 of our County's audited financial statements for the fiscal year ended June 30, 2017.

- **2017-001 Bank Reconciliation**
Bank reconciliations on all bank accounts should be completed and reviewed monthly to prevent and detect material misstatements in financial reporting.
 - **2017-001 Bank Reconciliation – Corrective Action**
The Lander County Treasurer and his office personnel will seek training in reconciling bank statements. The Treasurer will do an update at all regular Lander County Commission meetings to address whether any training has been obtained by him or his staff.
- **2016-001 Bank Reconciliation Review**
Bank reconciliations should be reviewed monthly by a person independent of the preparation process.
 - **2016-001 Bank Reconciliation Review - Corrective Action**
The Lander County Treasurer will reconcile the monthly statements. The Treasurer will give the Lander County Fiscal Officer the bank reconciliations by the 15th of the following month, (i.e. January's statement due by February 15th) which will be documented with a time stamp. The Fiscal Officer will then review the reconciling and initial the reconciliations to document the review. In a regular Lander County Commission meeting, the documentation will be presented as an update by the Fiscal Officer.
- **2016-003 Segregation of Duties in Small Departments**

Authorization of transactions, custody of assets (primarily cash receipting) and record keeping duties should be segregated between different individuals.

- **2016-003 Segregation of Duties in Small Departments - Corrective Action**

Smaller departments will create and implement an adequate segregation of duties policy for their office. Which may or may not include making their payments directly to the Treasurer's office.

- The Lander County Fiscal Officer is currently researching for a software program designed for cash receipting in small departments. To ensure timely deposits of funds, the Department Head will oversee that the deposits are made at least once a week.

- **2016-004 Segregation of duties in Treasurer's Office**

Authorization of transactions, custody of assets, and record keeping duties should be segregated between different individuals. Otherwise, mitigating controls should be implemented.

- **2016-004 Segregation of Duties in the Treasurer's Office - Corrective Action**

The Lander County Treasurer will implement an adequate segregation of duties over key functions in the Treasurer's office. Which includes the customer payment adjustments.

The Lander County Fiscal Officer will review the customer payment adjustments monthly. The Fiscal Officer will initial the payment adjustments as evidence of the review and keep a record of the reviews. The Treasurer will do an update on the payment adjustments once a month at a regular Lander County Commission meeting,

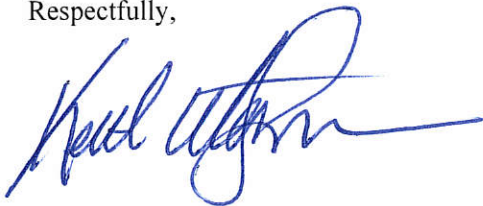
- **2016-005 Credit Card Internal Controls**

County purchase limitations should be followed for all transactions, including credit card transactions. The Executive Director should authorize and oversee any changes to card limitations for the county. Credit card purchases should have supporting documentation and should be timely recorded in the proper department or fund to enable appropriate budget oversight.

- **2016-005 Credit Card Internal Controls - Corrective Action**

The County will establish an internal controls policy over credit card purchases so the appropriate preauthorization for purchases exceeding the County's purchase limitations are obtained and documented. Also the Executive Director will establish internal controls to more effectively authorize and monitor card limits. The Lander County Treasurer will review each statement along with the documentation supporting each transaction. The Treasurer will submit payment requests to Finance for each credit card. The Fiscal Officer will do a review of the statements and payments. The Fiscal Officer will initial the statements as evidence of the review and keep a record of the reviews.

Respectfully,



Keith Westengard
Lander County Executive Director

cc: Commissioners
HintonBurdick, PLLC

THOSE VOTING AYE:

- ✓ Commissioner Doug Mills
- ✓ Commissioner Sean Bakker
- ✓ Commissioner Judy Allan
- ✓ Commissioner Patsy Waits
- ✓ Commissioner Art Clark

THOSE VOTING NAY:

Commissioner _____

THOSE ABSENT:

Commissioner _____

Doug Mills, Chair

Lander County Board of Commissioners

ATTEST: _____

SADIE SULLIVAN
Lander County Clerk

LANDER COUNTY COMMISSIONERS MEETING
3/8/2018

Agenda Item Number _18__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action to approve/disapprove the contract between Lander County and Steven Stanfill dba Lone Wolf Commercial for preventative maintenance services for several facilities owned by Lander County in Battle Mountain, Nevada, and all other matters properly related thereto.

Public Comment:

Background: **attached**

Recommended Action:

Lone Wolf Commercial
260 Lakeport Dr.
Spring Creek, NV 89815
Tel 775-777-5663
Thelonewolf_77@outlook.com



FEBRUARY 23, 2018

Lander County Buildings and Grounds.

Battle Mountain Nevada. 89820

I am pleased to propose this quote to provide the service of inspecting, cleaning, and performing preventive maintenance care including measuring amperage draw on motors and resistive heat strips, tightening electrical connections, checking refrigerant charges, cleaning condenser and evaporator coils, cleaning out condensate drain lines, cleaning flame sensors, greasing bearings, etc., on all of your HVAC equipment at the old bank building, Civic Center. This includes refrigeration equipment, at the Senior Center, Golf Course Pro Shop, including refrigeration equipment and the ice machine at Road and Bridge. Refrigeration equipment will have condenser coils cleaned regularly, evaporator coils inspected and cleaned as needed, defrost timers set and checked for operation and correct timing, defrost elements tested for operation and condensate lines cleaned. Ice machines cleaned with food grade de scaler and sanitized. All materials will be provided by Lone Wolf including air filters any fan belts etc. maintenances will be performed quarterly. . Any necessary repairs are to be approved before work is performed, and are not included in this agreement. All work is to be scheduled with Lander County staff at your convenience. Thank you for your consideration.

As a revision to this quote I would like to add performing quarterly maintenance at same intervals as prior contract to include Extension office HVAC, Great Basin College HVAC, the Counseling Center HVAC at 143 W 3rd St, Lander County Kids Club HVAC, and State Health Building at 825 N .2nd St.

Total cost per quarter = \$ 3669.00

Warm regards

MAINTENANCE AGREEMENT

This Agreement is made and entered into by and between Lander County, a political subdivision of the State of Nevada, hereinafter referred to as "Lander County," and Steven Stanfill, doing business as Lone Wolf Commercial, hereinafter referred to as "Vendor."

RECITALS

WHEREAS, Lander County is seeking the services of a party to perform preventative maintenance services for several facilities owned by Lander County Battle Mountain, and

WHEREAS, Vendor desires to and is capable of providing the desired prevention maintenance services required in Lander County at certain locations in Battle Mountain.

TERMS AND CONDITIONS

1. Term: This Agreement shall remain in effect from the 1st of April, 2016 to the 31st day of March 2018. This term shall be subject to earlier termination as hereafter provided.

2. Effective Date: This Agreement shall not become effective until and unless approved by appropriate official action of the governing body/official of each of the parties.

3. Maintenance: Maintenance obligations are as follows:

a. Inspecting, cleaning, and performing preventive maintenance including measuring amperage draw on motors and resistive heat strips, tightening electrical connections, checking refrigerant charges, cleaning condenser and evaporator coils, cleaning out condensate drain lines, cleaning flame sensors, greasing bearings, etc., on all HVAC equipment. Refrigeration equipment will have condenser coils cleaned regularly, evaporator coils inspected and cleaned as needed, defrost timers set and checked for operation and correct timing, defrost elements tested for operation and condensate lines cleaned. Ice machines cleaned with food grade de scaler and sanitized.

b. All materials will be provided by Vendor including air filters , any fan belts, etc.

c. Maintenance service will be performed quarterly.

d. Any necessary repairs will be approved before work is performed.

4. Facilities and equipment:

Old Bank of America Building
Road & Bridge North
Lemaire Ballfield

HVAC
Ice Machine
Refrigeration

Adult Ballfield	Refrigeration
Civic Center	HVAC, Ice Machine, Refrigeration
Fire Hall	HVAC, Ice Machine, Refrigeration
Golf Course	HVAC, Ice Machine, Refrigeration
Senior Center	HVAC, Ice Machine, Refrigeration
Extension Office	HVAC
Counseling Center	HVAC
Lander County Kids Club	HVAC
State Health Building	HVAC

5. Costs and Billing:

a. Lander County shall pay to Vendor the sum of three thousand six hundred sixty-nine dollars (\$3,669.00) per quarter.

b. Vendor shall provide billings for maintenance services.

c. Payment of such bills may be made without such billings being presented to the Lander County Board of Commissioners.

6. Liability and Hold Harmless: To the extent authorized by law, Vendor agrees to indemnify and hold harmless Lander County from any loss, damage, liability, cost or expense to the person or property of another, which is caused by the intentional or negligent acts of Vendor, its officers, employees or agents. Moreover, Vendor agrees to indemnify and hold harmless Lander County from any claim or potential claim from Vendor, its officers, employees, agents or guests resulting from any loss, damage, liability, cost or expense caused by any reason.

7. Insurance: Vendor further promises to provide Lander County sufficient evidence of a liability insurance policy, satisfactory to Lander County, which covers Vendor and names Lander County as an additional insured. Such proof must be provided to the Lander County Clerk's Office and the Lander County Executive Director's Office prior to this Agreement becoming effective.

a. Industrial Insurance: Vendor shall provide to County a certificate of insurance from a workman's compensation insurance system which certifies that its employees or subcontractors are covered by said insurances.

b. General Liability Insurance: Vendor shall maintain general liability coverage of no less than one hundred thousand dollars (\$100,000) combined single limit per occurrence for bodily injury, personal injury and property damage with County named as an additional insured.

c. Fire Insurance: Vendor shall carry fire insurance in an amount sufficient to cover the loss of Vendor's merchandise, equipment and other personal property.

d. Fidelity Bond: Vendor shall maintain a fidelity bond in an amount not less than ten thousand dollars (\$10,000) for potential loss from fraudulent or dishonest acts of Vendor or Vendor's employees.

8. Amendment or Modification: Both parties acknowledge and agree that they have not relied upon any statements, representations, agreements, or warranties, in entering into this Agreement, except as are stated herein, and no amendment or modification of this Agreement shall be valid or binding unless expressed in writing and executed by both of the parties.

9. Termination: This Agreement may be terminated prior to the expiration of the term as follows:

a. Lander County or Vendor may terminate this Agreement with or without cause upon thirty (30) days written notice served upon the other party as provided in this Agreement.

b. Lander County and Vendor may agree in writing to terminate the Agreement at any time.

10. Notices: All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below.

Lander County:
LANDER COUNTY BOARD OF COMMISSIONERS
50 State Route 305
Battle Mountain, Nevada 89820

Vendor:
LONE WOLF COMMERCIAL
c/o Steven Stanfill
260 Lakeport Drive
Spring Creek, Nevada 89815

11. Waiver: Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Agreement.

12. Assignment: The rights granted and responsibilities incurred under this Agreement may not be assigned without the written consent of Lander County.

13. Third Party Beneficiaries: The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the parties of the

Agreement. There are no third party beneficiaries to this Agreement, and nothing contained in or implied by this Agreement shall give or allow any such claim or right of action by any other or third person.

14. Governing Law: This Agreement shall be construed and governed by the laws of the State of Nevada. Any action arising from this Agreement must be filed in the Eleventh Judicial District Court in and for the County of Lander.

15. Attorney's Fees: Should either party be required to pursue legal action to enforce the terms and conditions of this agreement, the prevailing party shall be entitled reasonable attorney fees and court costs, in all legal proceedings.

16. Governmental Immunity: Nothing contained herein waives or is intended to waive any protections that may be applicable to Lander County or any of its elected or appointed officials, employees, or agents under any applicable statutes, rules or regulations providing governmental immunity, or any other rights, protections, immunities, defenses or limitations on liability to Lander County or such related parties that are provided by law.

17. Captions: The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

18. Integration: This Agreement shall constitute the entire agreement between the parties; all prior agreements between the parties, whether written or oral, are merged into this Agreement and shall be of no force or effect.

19. Relationship: This Agreement shall not be deemed to create a partnership between the parties in their respective endeavors or otherwise, nor cause them to be considered joint venturers or members of any joint enterprise.

20. Force Majeure: Neither party shall be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, riot, acts of God or governmental action.

21. Severability: if any covenant, phrase, clause, paragraph, section, condition or provision contained within this Agreement is invalidated by a court of competent jurisdiction, then the invalidity shall in no way affect any other covenant, phrase, clause, paragraph, section, condition, or provision contained in this Agreement.

22. Construction: This Agreement shall be construed without to the identity of the party who drafted various provisions of the Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this

Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not apply.

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

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

25. Compliance With Law: The parties hereto represent and warrant that they will comply with all relevant local, state, and federal laws and regulations and further represent and warrant that any failure to comply with such laws is a material breach of contract and that the breaching party will indemnify the other party from any and all claims or damages arising out of such breach.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the signatures indicated below:

LANDER COUNTY
LANDER COUNTY BOARD OF COMMISSIONERS

By: _____
Doug Mills, Chairperson

Date: _____

Attest:

APPROVED AS TO FORM
AND LEGALITY:

SADIE SULLIVAN, County Clerk
and Ex-Officio Clerk of the Board
of Commissioners of Lander County, Nevada

THEODORE C. HERRERA
Lander County District Attorney

LONE WOLF COMMERCIAL

By: _____
STEVEN STANFILL, Owner

Date: _____

LANDER COUNTY COMMISSIONERS MEETING
3/8/2018

Agenda Item Number __19__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action to approve/disapprove a contract between Lander County and Hilltop Refrigeration, Inc. for preventative maintenance services for several facilities owned by Lander County in Austin, Nevada, and all other matters properly related thereto.

Public Comment:

Background: **Attached**

Recommended Action:

MAINTENANCE AGREEMENT

This Agreement is made and entered into by and between Lander County, a political subdivision of the State of Nevada, hereinafter referred to as "Lander County," and Hilltop Refrigeration, Inc., hereinafter referred to as "Vendor."

RECITALS

WHEREAS, Lander County is seeking the services of a party to perform preventative maintenance services for several facilities owned by Lander County in Austin, and

WHEREAS, Vendor desires to and is capable of providing the desired prevention maintenance services required in Lander County at certain locations in Austin.

TERMS AND CONDITIONS

1. Term: This Agreement shall remain in effect from the 1st of April, 2018 to the 31st day of March 2020. This term shall be subject to earlier termination as hereafter provided.
2. Effective Date: This Agreement shall not become effective until and unless approved by appropriate official action of the governing body/official of each of the parties.
3. Maintenance: Maintenance obligations are as follows:
 - a. Change all air filters on all equipment.
 - b. Change all belts and grease all bearings.
 - c. Check all HVAC units for proper heating and cooling operation
 - d. Maintenance all exhaust fans.
 - e. Clean all condenser and evaporator coils as needed.
 - f. Amp test all compressors
 - g. Inspect all contractors and electrical components.
 - h. Insure all drains are clear.
 - i. Report any issues.
 - j. All materials will be provided by Vendor including air filters , any fan belts, etc.
 - k. Maintenance service will be performed quarterly.
 - l. Any necessary repairs will be approved before work is performed.
4. Facilities and equipment:

Ambulance Building
Court House
Fire Station
Senior Center

Sheriff's Office
Town Hall
Youth Center

5. Costs and Billing:

a. Lander County shall pay to Vendor the sum of one thousand fifty-two dollars and fifty-six cents (\$1,052.56) per quarter.

b. Exclusion: Ice Machine cleaning, evaporative cooler seasonal startup and shutdown, overtime labor costs.

c. Vendor shall provide billings for maintenance services.

d. Payment of such bills may be made without such billings being presented to the Lander County Board of Commissioners.

6. Liability and Hold Harmless: To the extent authorized by law, Vendor agrees to indemnify and hold harmless Lander County from any loss, damage, liability, cost or expense to the person or property of another, which is caused by the intentional or negligent acts of Vendor, its officers, employees or agents. Moreover, Vendor agrees to indemnify and hold harmless Lander County from any claim or potential claim from Vendor, its officers, employees, agents or guests resulting from any loss, damage, liability, cost or expense caused by any reason.

7. Insurance: Vendor further promises to provide Lander County sufficient evidence of a liability insurance policy, satisfactory to Lander County, which covers Vendor and names Lander County as an additional insured. Such proof must be provided to the Lander County Clerk's Office and the Lander County Executive Director's Office prior to this Agreement becoming effective.

a. Industrial Insurance: Vendor shall provide to County a certificate of insurance from a workman's compensation insurance system which certifies that its employees or subcontractors are covered by said insurances.

b. General Liability Insurance: Vendor shall maintain general liability coverage of no less than one hundred thousand dollars (\$100,000) combined single limit per occurrence for bodily injury, personal injury and property damage with County named as an additional insured.

c. Fire Insurance: Vendor shall carry fire insurance in an amount sufficient to cover the loss of Vendor's merchandise, equipment and other personal property.

d. Fidelity Bond: Vendor shall maintain a fidelity bond in an amount not less than ten thousand dollars (\$10,000) for potential loss from fraudulent or dishonest acts of Vendor or Vendor's employees.

8. Amendment or Modification: Both parties acknowledge and agree that they have not relied upon any statements, representations, agreements, or warranties, in entering into this Agreement, except as are stated herein, and no amendment or modification of this Agreement shall be valid or binding unless expressed in writing and executed by both of the parties.

9. Termination: This Agreement may be terminated prior to the expiration of the term as follows:

a. Lander County or Vendor may terminate this Agreement with or without cause upon thirty (30) days written notice served upon the other party as provided in this Agreement.

b. Lander County and Vendor may agree in writing to terminate the Agreement at any time.

10. Notices: All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below.

Lander County:
LANDER COUNTY BOARD OF COMMISSIONERS
50 State Route 305
Battle Mountain, Nevada 89820

Vendor:
HILLTOP REFRIGERATION, INC.
c/o Justin Cunningham
P.O. Box 6491
Reno, Nevada 89513

11. Waiver: Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Agreement.

12. Assignment: The rights granted and responsibilities incurred under this Agreement may not be assigned without the written consent of Lander County.

13. Third Party Beneficiaries: The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the parties of the Agreement. There are no third party beneficiaries to this Agreement, and nothing contained in or implied by this Agreement shall give or allow any such claim or right of action by any other or third person.

14. Governing Law: This Agreement shall be construed and governed by the laws of the State of Nevada. Any action arising from this Agreement must be filed in the Eleventh Judicial District Court in and for the County of Lander.

15. Attorney's Fees: Should either party be required to pursue legal action to enforce the terms and conditions of this agreement, the prevailing party shall be entitled reasonable attorney fees and court costs, in all legal proceedings.

16. Governmental Immunity: Nothing contained herein waives or is intended to waive any protections that may be applicable to Lander County or any of its elected or appointed officials, employees, or agents under any applicable statutes, rules or regulations providing governmental immunity, or any other rights, protections, immunities, defenses or limitations on liability to Lander County or such related parties that are provided by law.

17. Captions: The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

18. Integration: This Agreement shall constitute the entire agreement between the parties; all prior agreements between the parties, whether written or oral, are merged into this Agreement and shall be of no force or effect.

19. Relationship: This Agreement shall not be deemed to create a partnership between the parties in their respective endeavors or otherwise, nor cause them to be considered joint venturers or members of any joint enterprise.

20. Force Majeure: Neither party shall be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, riot, acts of God or governmental action.

21. Severability: if any covenant, phrase, clause, paragraph, section, condition or provision contained within this Agreement is invalidated by a court of competent jurisdiction, then the invalidity shall in no way affect any other covenant, phrase, clause, paragraph, section, condition, or provision contained in this Agreement.

22. Construction: This Agreement shall be construed without to the identity of the party who drafted various provisions of the Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not apply.

23. Confidentiality: Each party shall keep confidential all information, in whatever form,

produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.

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

25. Compliance With Law: The parties hereto represent and warrant that they will comply with all relevant local, state, and federal laws and regulations and further represent and warrant that any failure to comply with such laws is a material breach of contract and that the breaching party will indemnify the other party from any and all claims or damages arising out of such breach.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the signatures indicated below:

LANDER COUNTY
LANDER COUNTY BOARD OF COMMISSIONERS

By: _____
Doug Mills, Chairperson

Date: _____

Attest:

APPROVED AS TO FORM
AND LEGALITY:

SADIE SULLIVAN, County Clerk
and Ex-Officio Clerk of the Board
of Commissioners of Lander County, Nevada

THEODORE C. HERRERA
Lander County District Attorney

HILLTOP REFRIGERATION, INC.

By: _____
JUSTIN CUNNINGHAM Owner

Date: _____

LANDER COUNTY COMMISSIONERS MEETING
3/8/2018

Agenda Item Number __20__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action to approve/disapprove a contract between Lander County and Nevada Energy Systems, Inc. for preventative maintenance services for the standby power system located at the Lander County Courthouse and Administration Building, and all other matters properly related thereto.

Public Comment:

Background: **attached**

Recommended Action:

MAINTENANCE AGREEMENT

This Agreement is made and entered into by and between Lander County, a political subdivision of the State of Nevada, hereinafter referred to as "Lander County," and Nevada Energy Systems, Inc., hereinafter referred to as "Vendor."

RECITALS

WHEREAS, Lander County is seeking the services of a party to perform preventative maintenance services for the standby power system located at the Lander County Courthouse and Administration Building, and

WHEREAS, Vendor desires to and is capable of providing the desired prevention maintenance services required in Lander County at certain locations in Battle Mountain.

TERMS AND CONDITIONS

1. Term: This Agreement shall remain in effect from the 1st of April, 2018 to the 31st day of March 2020. This term shall be subject to earlier termination as hereafter provided.

2. Effective Date: This Agreement shall not become effective until and unless approved by appropriate official action of the governing body/official of each of the parties.

3. Maintenance: Maintenance obligations are as follows:

SEE THE ATTACHED EXHIBIT "A"

4. Costs and Billing:

a. Lander County shall pay to Vendor the sum of one thousand four hundred eleven dollars and twenty-five cents (\$1,411.25) per quarter.

b. Vendor shall provide billings for maintenance services.

c. Payment of such bills may be made without such billings being presented to the Lander County Board of Commissioners.

5. Liability and Hold Harmless: To the extent authorized by law, Vendor agrees to indemnify and hold harmless Lander County from any loss, damage, liability, cost or expense to the person or property of another, which is caused by the intentional or negligent acts of Vendor, its officers, employees or agents. Moreover, Vendor agrees to indemnify and hold harmless Lander County from any claim or potential claim from Vendor, its officers, employees, agents or guests resulting from any loss, damage, liability, cost or expense caused by any reason.

6. Insurance: Vendor further promises to provide Lander County sufficient evidence of a liability insurance policy, satisfactory to Lander County, which covers Vendor and names Lander County as an additional insured. Such proof must be provided to the Lander County Clerk's Office and the Lander County Executive Director's Office prior to this Agreement becoming effective.

a. Industrial Insurance: Vendor shall provide to County a certificate of insurance from a workman's compensation insurance system which certifies that its employees or subcontractors are covered by said insurances.

b. General Liability Insurance: Vendor shall maintain general liability coverage of no less than one hundred thousand dollars (\$100,000) combined single limit per occurrence for bodily injury, personal injury and property damage with County named as an additional insured.

c. Fire Insurance: Vendor shall carry fire insurance in an amount sufficient to cover the loss of Vendor's merchandise, equipment and other personal property.

d. Fidelity Bond: Vendor shall maintain a fidelity bond in an amount not less than ten thousand dollars (\$10,000) for potential loss from fraudulent or dishonest acts of Vendor or Vendor's employees.

7. Amendment or Modification: Both parties acknowledge and agree that they have not relied upon any statements, representations, agreements, or warranties, in entering into this Agreement, except as are stated herein, and no amendment or modification of this Agreement shall be valid or binding unless expressed in writing and executed by both of the parties.

8. Termination: This Agreement may be terminated prior to the expiration of the term as follows:

a. Lander County or Vendor may terminate this Agreement with or without cause upon thirty (30) days written notice served upon the other party as provided in this Agreement.

b. Lander County and Vendor may agree in writing to terminate the Agreement at any time.

9. Notices: All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below.

Lander County:
LANDER COUNTY BOARD OF COMMISSIONERS
50 State Route 305
Battle Mountain, Nevada 89820

Vendor:
NEVADA ENERGY SYSTEMS, INC.
P.O. Box 10083
Reno, Nevada 89510-0083

10. Waiver: Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Agreement.
11. Assignment: The rights granted and responsibilities incurred under this Agreement may not be assigned without the written consent of Lander County.
12. Third Party Beneficiaries: The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the parties of the Agreement. There are no third party beneficiaries to this Agreement, and nothing contained in or implied by this Agreement shall give or allow any such claim or right of action by any other or third person.
13. Governing Law: This Agreement shall be construed and governed by the laws of the State of Nevada. Any action arising from this Agreement must be filed in the Eleventh Judicial District Court in and for the County of Lander.
14. Attorney's Fees: Should either party be required to pursue legal action to enforce the terms and conditions of this agreement, the prevailing party shall be entitled reasonable attorney fees and court costs, in all legal proceedings.
15. Governmental Immunity: Nothing contained herein waives or is intended to waive any protections that may be applicable to Lander County or any of its elected or appointed officials, employees, or agents under any applicable statutes, rules or regulations providing governmental immunity, or any other rights, protections, immunities, defenses or limitations on liability to Lander County or such related parties that are provided by law.
16. Captions: The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

17. Integration: This Agreement shall constitute the entire agreement between the parties; all prior agreements between the parties, whether written or oral, are merged into this Agreement and shall be of no force or effect.
18. Relationship: This Agreement shall not be deemed to create a partnership between the parties in their respective endeavors or otherwise, nor cause them to be considered joint venturers or members of any joint enterprise.
19. Force Majeure: Neither party shall be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, riot, acts of God or governmental action.
20. Severability: if any covenant, phrase, clause, paragraph, section, condition or provision contained within this Agreement is invalidated by a court of competent jurisdiction, then the invalidity shall in no way affect any other covenant, phrase, clause, paragraph, section, condition, or provision contained in this Agreement.
21. Construction: This Agreement shall be construed without to the identity of the party who drafted various provisions of the Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not apply.
22. Confidentiality: Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.
23. Proper Authority: The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth in this Agreement.
24. Compliance With Law: The parties hereto represent and warrant that they will comply with all relevant local, state, and federal laws and regulations and further represent and warrant that any failure to comply with such laws is a material breach of contract and that the breaching party will indemnify the other party from any and all claims or damages arising out of such breach.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the signatures indicated below:

LANDER COUNTY
LANDER COUNTY BOARD OF COMMISSIONERS

By: _____
Doug Mills, Chairperson

Date: _____

Attest:

APPROVED AS TO FORM
AND LEGALITY:

SADIE SULLIVAN, County Clerk
and Ex-Officio Clerk of the Board
of Commissioners of Lander County, Nevada

THEODORE C. HERRERA
Lander County District Attorney

NEVADA ENERGY SYSTEMS, INC.

By: _____
Sandy Todaro, Co-Owner

Date: _____

LANDER COUNTY COMMISSIONERS MEETING
3/8/2018

Agenda Item Number __21__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding a letter of appreciation/support for John Ruhs State BLM Director, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:

LANDER COUNTY COMMISSIONERS MEETING
3/8/2018

Agenda Item Number _22_

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding the augmentation of the FY 2017/2018 budget for the Golf Course 9A Well Project in an amount not to exceed \$1,597,780.00, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:

LANDER COUNTY COMMISSIONERS MEETING
3/8/2018

Agenda Item Number __23__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action to approve/disapprove the Well No. 9-A, CMAR Project between Stonehouse Drilling and Construction, LLC., and Lander County, and all other matters properly related thereto.

Public Comment:

Background: CMAR attached

Recommended Action: Approval of the Well No. 9-A CMAR Project.

LANDER COUNTY
WELL NO. 9-A, CMAR PROJECT

CONTRACT

THIS AGREEMENT, made this 1st day of March, 2018, by and between Stonehouse Drilling and Construction, LLC, Nevada Contractor's License Number 0069994, hereinafter called CONTRACTOR, and LANDER COUNTY PUBLIC WORKS DEPT, hereinafter called the OWNER.

WITNESSETH

THAT FOR and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed that:

Article 1 – Scope of Work

The Contractor shall furnish all labor materials and supplies, equipment and labor and other services necessary to perform all the work described in the Plans, Specifications and Contract Documents and Phase I, of WELL NO. 9-A, CMAR PROJECT. Furthermore, any and all items not fully outlined herein are considered the responsibility of the Contractor to develop a fully functioning Well No. 9-A, with an operating vertical turbine pump and system tie-in. The Construction Manager at Risk (CMAR) is a delivery method which entails a commitment by the Contractor to deliver the project within a Guaranteed Maximum Price (GMP) Contract. Submitting contractors must provide an initial GMP, along with the submittal criteria listed in the Instruction to Bidders. The GMP Contract will initially be based on the plans and specifications found herein. During Phase I of the CMAR process, refined construction plans and specifications may be developed. At the conclusion of Phase I, the selected contractor will provide Lander County with a revised Fixed Fee, Guaranteed Maximum Price proposal. Such a proposal will be based on developments made to the Construction Documents, during the Phase I Process. Lander County will evaluate the final GMP received, in anticipation of final acceptance. **Any changes and/or costs exceeding the GMP, that are not requested by the Owner, are the financial liability of the Contractor.**

The selected Contractor is an Owner advocate and manages the project with the Owner's best interest in mind at all times. Constructability and value to the Owner are afforded by the value engineering expertise brought to the process by the Contractor. The project will be awarded based on the Qualifications of the Submitting Contractor and Sub Contractors.

Article 2 – Time of Completion

The work to be performed under this Contract shall be completed within sixty (60) calendar days from the date specified in the Notice to Proceed, unless the period for completion is extended as provided in the Special Conditions.

Should the Contractor fail or refuse to complete the work within the stipulated time, including any authorized extension of time, there shall be deducted from the monies due him, not as a penalty, but as liquidated damages, the sum of one thousand dollars (\$1,000.00) for each day required to complete the work in addition to the period of time herein before set forth.

Article 3 – Progress Payments

The Owner will pay the Contractor progress payments and the final payment in accordance with the methods set forth in the Special Provisions and this Contract.

Article 4 – Acceptance and Final Payment

As soon as practical, following the completion of the work, the Contractor shall make request to the Engineer for a semi-final inspection after which the Engineer will furnish the Contractor a list of defective items, if any. Upon correction of the defective items, if any, the Contractor shall make request by letter to the Engineer for final inspection and acceptance of the work. If no further defects exist, and if in his opinion all provisions of the Plans, Specifications and the Contract have been satisfied, the Engineer will recommend that the project be accepted at the next regularly scheduled Lander County Commissioner's meeting. Upon acceptance of the project by the Owner, the Engineer will complete the Notice of Completion and file said notice with the Lander County Recorder. At the expiration of forty (40) calendar days following the filing of the Notice of Completion, final payment shall be made as follows: After deducting all previous payments from the total value of the work, the remaining balance shall be paid, providing that no claims, liens or outstanding debts have been filed against the work. Notwithstanding the expiration of forty (40) days, the Contractor, upon demand by the Owner, shall submit evidence satisfactory to the Owner that all payrolls, material bills and other indebtedness relating to the work performed, have been paid before final payment is made.

Article 5 – The Contract Sum

The Owner shall pay the Contractor, as full compensation for furnishing all materials and labor and doing all the work in strict accordance with the Plans and Specifications and to the satisfaction of the Engineer, amounts as set forth in the Proposal. The sum of Base Bid: One Million Five Hundred Ninety Seven Thousand Seven Hundred & Eighty Dollars (\$ 1,597,780.00), is to be paid in the manner and under the conditions hereinbefore specified.

Article 6 – Labor

That in the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the Contractor shall not require more than eight (8) hours of labor in a day from any person employed by him hereunder, except as provided in NRS 608 and any applicable Federal Regulations. The Contractor may request longer work hours, if warranted, to maintain the construction schedule for time of completion.

Article 7 – Performance and Labor and Material Bonds

The Contractor agrees that he will, before this Contract becomes effective, furnish the Owner with a Performance Bond and a Payment Bond, furnished by a company or companies acceptable to the Owner, each in an amount equal to one hundred percent (100%) of the estimated amount prior to the beginning of construction.

The Performance Bond shall be conditioned that the work under the Contract shall be performed in accordance with the Specifications and the terms of this Agreement.

The Labor and Materials Bond shall be conditioned to provide and secure payment for all material, provisions, provender, and supplies, teams, equipment, trucks, and other means of transportation used in or upon or about the work and for any of the labor done thereon.

Article 8 – The Contract Documents

The following is an enumeration of the Contract Documents and they are as fully a part of the Contract as if hereto attached or hereto repeated:

Notice to Bidders	Standard Specifications for Public Works
Instructions to Bidders	Construction and Addenda
Proposal	Standard Details for Public Works Construction
Base Bid Schedule	General Provisions
Bid Item Clarification	Special Provisions
Bid Bond	Technical Specifications
General Contractor Form	Prevailing Wage Rates
List of Subcontractors	Addendums
Affidavit of Non-Collusion	Plans
Affidavit of Compliance with Assembly Bill 144	
Contractor's Waiver	
Contract	
Labor and Material Bond	
Performance Bond	

IN WITNESS WHEREOF, the said Contractor and the Owner, have caused the names of said parties to be affixed hereto, the day and year first above written.

OWNER (LANDER COUNTY PUBLIC WORKS DEPT.)

By: _____

Name: Bert Ramos

Title: Public Works Director

CONTRACTOR (Stonehouse Drilling & Construction, LLC)

By: _____

Name: _____

(Please Type)

(SEAL)

ATTEST (Contractor):

Name: _____

(Please Type)

Title: _____

Address: _____

NOTICE OF AWARD

TO: Stonehouse Drilling & Construction, LLC.
7801 Lakeside Dr, Reno, NV 89511
O:(775)432-2900, F:(775)331-8284

DATE: 2/21/17
PROJECT: Well No. 9-A
CMAR Project

PROJECT DESCRIPTION: **WELL NO. 9-A, CMAR PROJECT.** The Owner has considered the bid submitted by you for the above described work in response to its Notice to Bidders dated February 15, 2018 and Instruction to Bidders.

You are hereby notified that your bid has been accepted for those items in the amount of Base Bid: One Million Five Hundred Ninety Seven Thousand Seven Hundred & Eighty Dollars (\$1,597,780.00).

You are required by the Instruction to Bidders to execute the Contract and furnish the required Contractor's Performance Bond, Labor and Materials Bond and certificates of insurance within ten (10) calendar days from the date of receipt of this Notice.

If you fail to execute said Agreement and to furnish said bonds within ten (10) days from the date of receipt of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this 1st day of March, 2018 .

LANDER COUNTY PUBLIC WORKS DEPT.
Owner

By: Bert Ramos

Title: Public Works Director

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____

this the _____ day of _____, 2018

By: _____

Title: _____

NOTICE TO PROCEED

TO: Stonehouse Drilling & Construction, LLC.
7801 Lakeside Dr, Reno, NV 89511
O:(775)432-2900, F:(775)331-8284

DATE: 2/21/17
PROJECT: Well No. 9-A
CMAR Project

WELL NO. 9-A, CMAR PROJECT

You are hereby notified to commence work in accordance with the executed Contract dated this
March 1, 2018, on or before March 31, 2018, and
you are to complete the work within the following schedule:

120 CALENDAR DAYS

The date of completion of all work under Contract is therefore July 29, 2018.

By:

Owner

Title

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby
acknowledged by _____

this the _____ day of _____ 2018.

By: _____

Title: _____

**MOUNTAIN VIEW GOLF COURSE
WELL NO. 9-A, CMAR PROJECT
SCORING DOCUMENT**

COMPANY: STONEHOUSE DRILLING	
4	Introductory Letter
4	Bonding Ability
5	144 Compliance
5	Contractor Information, Qualification & Experience (3 Projects, Sever Years)
4	Project References and Opinions
5	Organization & Approach
4	Scope of Work
4.5	Schedule of Work
4.5	General Contractor Qualifications
4.5	Subcontractor Qualifications
44.5	Total Score (50 Maximum)

The above evaluation took place on February 21st, 2018. I Aaron Martinez, have completed this evaluation.



Stonehoue Drilling & Construction Rating Evaluation

**MOUNTAIN VIEW GOLF COURSE
WELL NO. 9-A, CMAR PROJECT
SCORING DOCUMENT**

COMPANY: STONEHOUSE DRILLING	
5	Introductory Letter
5	Bonding Ability
5	144 Compliance
5	Contractor Information, Qualification & Experience (3 Projects, Sever Years)
4.5	Project References and Opinions
4.5	Organization & Approach
4	Scope of Work
4.5	Schedule of Work
4.5	General Contractor Qualifications
5	Subcontractor Qualifications
47	Total Score (50 Maximum)

The above evaluation took place on February 21st, 2018. I BERT RAMOS, have completed this evaluation.



February 22, 2018

Mr. Bert Ramos
Road and Bridge – Director
Lander County
50 State Route 305
Battle Mountain, NV 89820

**Re: Lander County – Well No. 9-A CMAR Project
Recommendation for Award**

Dear Mr. Ramos

A.M. Engineering (A.M.) has evaluated the **Well No. 9-A – CMAR Project** and recommend that Stonehouse Drilling and Construction be awarded the Construction Contract for this project.

As part of the evaluation, the project selection committee analyzed the following categories and contacted the required project references:

1. **Introductory Letter**
2. **Bonding Ability**
3. **144 Compliance**
4. **Contractor Information, Qualification & Experience**
5. **Project References and Opinions**
6. **Organization & Approach**
7. **Scope of Work**
8. **Schedule of Work**
9. **General Contractor Qualifications**
10. **Subcontractor Qualifications**

Please do not hesitate to contact me if you have questions about this recommendation.

Sincerely,

Aaron K. Martinez, P.E.
Owner

LANDER COUNTY COMMISSIONERS MEETING
3/8/2018

Agenda Item Number _24__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Correspondence/reports/potential upcoming agenda items.

Public Comment:

Background:

Recommended Action:

1. Monthly Reports to Lander County Commissioners. January, 2018.
2. United States Department of the Interior. Bureau of Land Management. Elko District Office. Public input on proposed Dormant Season of Use Programmatic Environmental Assessment.
3. United States Department of the Interior. Bureau of Land Management. Mount Lewis Field Office. 2018 Julian Tomera Ranches Stockmanship Plan Alternatives.
4. United States Department of the Interior. Bureau of Land Management. Elko District Office. Proposed AUM suspensions and Rehabilitation Objectives.

MONTHLY REPORTS TO LANDER COUNTY COMMISSIONERS

JANUARY, 2018

- 1) LANDER COUNTY CLERK – MONIES COLLECTED FOR THE MONTH OF
JANUARY, 2018**
- 2) AUSTIN JUSTICE OF THE PEACE – MONIES COLLECTED FOR THE MONTH
OF JANUARY, 2018**
- 3) ARGENTA JUSTICE COURT – FINES/FORFEITS FOR THE MONTH OF
JANUARY, 2018**
- 4) LANDER COUNTY RECORDER – TOTAL AMOUNT REMITTED TO
TREASURER FOR THE MONTH OF JANUARY, 2018**
- 5) LANDER COUNTY TREASURER – TECHNOLOGY FEES FOR THE MONTH
OF JANUARY, 2018**

Lander County Clerk's Office
Monies Collected for the Month of:
JANUARY, 2018

<u>ACCOUNT</u>	<u>AMOUNT</u>
TOTAL STATE FEES	\$ 320.00
TOTAL COUNTY FEES	\$ 1,495.00
TOTAL LAW LIBRARY FUND	\$ 75.00
TOTAL DOMESTIC VIOLENCE	\$ 25.00
TOTAL LEGAL AID FUND	\$ 70.00
TOTAL DRUG TEST FEES	\$ 390.00
 TOTAL MONIES COLLECTED FOR	
THE MONTH OF JANUARY, 2018	\$ 2,375.00



LANDER COUNTY CLERK


Clerk's Report to Auditor
of Costs and Fees Collected

Approved by State Board of Accounts for LANDER County - 2018

To Auditor of LANDER County, NEVADA
Collecting for Period: 12/28/2017 thru 01/31/2018

Account	Prior Collections	Collections This Period	Year To Date Collections
61 AA FEE - GENETIC MARKER ANALYSIS	1,299.00	240.00	1,539.00
61 AA FEE - JUSTICE #085-32003	3,024.00	567.00	3,591.00
61 AA FEE - JUVENILE #286-32006	864.00	162.00	1,026.00
61 AA FEE - STATE (A #090-32005	14,657.00	3,051.00	17,708.00
61 AA FEE - STATE (G #090-000-32013	2,160.00	405.00	2,565.00
61 BAIL FORFEITURES #001-35030	29,426.00	6,195.00	35,621.00
61 BAIL/BOND PROCESSING FEE	37.50	0.00	37.50
61 BOND FILING FEE VICTIMS OF CRIME	50.00	0.00	50.00
61 CIVIL FEES	37.50	0.00	37.50
61 CIVIL FEES - COURT ACCOUNT/	25.00	0.00	25.00
61 COUNTY FINES/FORF #001-35030	1,230.00	395.00	1,625.00
61 DEPARTMENT OF WILDLIFE - COUNTY	400.00	0.00	400.00
61 DEPARTMENT OF WILDLIFE CIVIL FEES	720.00	0.00	720.00
61 DOMESTIC VIOLENCE FEE	0.00	0.00	0.00
61 DUI SPECIALTY COURT FEE (AOC)	0.00	0.00	0.00
61 EPAYMENT CONVENIENCE FEE	1,150.92	269.59	1,420.51
61 FACILITY ASSESSME #285-34201	4,359.00	800.00	5,159.00
61 FELONY/GROSS MISD FORF - SPECIALTY CO	0.00	0.00	0.00
61 FELONY/GROSS MISD FORF - VICTIMS OF C	0.00	0.00	0.00
61 FINE - STATE OF N #090-35030	0.00	0.00	0.00
61 FINE -LANDER COUN #090-35030	0.00	0.00	0.00
61 LC98-3 OTHER #01-32009	10.00	0.00	10.00
61 MISCELLANEOUS FEE #001-000-38080	61.15	0.00	61.15
61 NON SUFFICIENT FUNDS	0.00	30.00	30.00
61 NRS 4.065 (SB#62) #090-32015	1.00	0.00	1.00
61 OVERPAYMENTS TO THE COUNTY	0.00	5.00	5.00
61 SPECIALTY COURT F #090-32207	3,066.00	560.00	3,626.00
61 SUBSTANCE ABUSE FEE (CHEMICAL FEE)	0.00	0.00	0.00
Totals:	62,578.07	12,679.59	75,257.66

State of NEVADA LANDER County, SS:

I SWEAR THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT OF ALL COSTS AND FEES
BELONGING TO THE ABOVE NAMED COUNTY COLLECTED BY ME FOR THE PERIOD SHOWN.

 CLERK OF THE AUSTIN JUSTICE COURT COURT

LANDER COUNTY CLERK

2018 FEB -1 PM 2:15

FILED

ARGENTA JUSTICE COURT
MONTHLY FINANCIAL STATEMENT

I, Max W. Bunch, JUSTICE OF THE PEACE OF ARGENTA TOWNSHIP, LANDER COUNTY,
NEVADA, DO HEREBY SWEAR, UNDER OATH, THAT THE FOLLOWING IS A TRUE AND
CORRECT ACCOUNTING OF ALL FEES RECEIVED BY ME FOR THE MONTH ENDING
JANUARY, 2018.

FILED

2018 FEB -2 PM 4:05

LANDER COUNTY CLERK

TOTAL

\$ 0.00

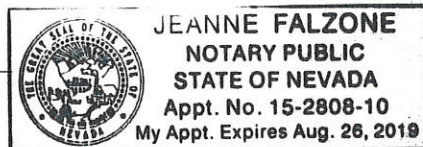


MAX W. BUNCH
JUSTICE OF THE PEACE

State of Nevada
County of Lander

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 2nd, DAY OF February, 2018


NOTARY PUBLIC



FINES & FEES MONTH OF JANUARY 2018

Disbursed Total
Filed
30,291.40

Account	Payee Name	Check Number	Check Status	Check Code	Disbursed	Number of Cases	Total
6H AA FEE - STATE (AOC)	LANDER COUNTY TREASURER	N/A	N/A		6,988.00	207	
6H AA FEE - JUSTICE	LANDER COUNTY TREASURER	N/A	N/A		438.00	206	
6H AA FEE - JUVENILE	LANDER COUNTY TREASURER	N/A	N/A		1,095.00	206	
6H AA FEE - STATE (GENERAL)	LANDER COUNTY TREASURER	N/A	N/A		642.00	203	
6H AA FEE - GENETIC MARKER ANALYSIS	LANDER COUNTY TREASURER	N/A	N/A		75.00	4	
6H BAIL/BOND PROCESSING FEE BOND FEES	LANDER COUNTY TREASURER	N/A	N/A				
6H CIVIL FEES	LANDER COUNTY TREASURER	N/A	N/A		393.75	10	
6H CIVIL FEES - COURT ACCOUNT	LANDER COUNTY TREASURER	N/A	N/A		297.00	14	
6H DOMESTIC VIOLENCE FEE	LANDER COUNTY TREASURER	N/A	N/A		35.00	1	
6H FACSIMILE FEES	LANDER COUNTY TREASURER	N/A	N/A		422.25	0	
6H COUNTY FINES/FORFEITURES	LANDER COUNTY TREASURER	N/A	N/A		3,923.00	26	
6H FACILITY ASSESSMENT FEE	LANDER COUNTY TREASURER	N/A	N/A		2,150.00	203	
6H LC98-3 OTHER	LANDER COUNTY TREASURER	N/A	N/A		100.00	10	
OVERPAYMENTS TO COUNTY	LANDER COUNTY TREASURER	N/A	N/A		1.00	1	
6H SUBSTANCE ABUSE FEE (CHEMICAL FEE)	LANDER COUNTY TREASURER	N/A	N/A		60.00	1	
6H NRS 4.065 (SB#62)	LANDER COUNTY TREASURER	N/A	N/A		10.00	10	
6H SPECIALTY COURT FEE (MISD)	LANDER COUNTY TREASURER	N/A	N/A		1,505.00	203	
6H DUI SPECIALTY COURT FEE (AOC)	LANDER COUNTY TREASURER	N/A	N/A		100.00	1	
6H STATE FORFEITURES	LANDER COUNTY TREASURER	N/A	N/A		10,420.00	182	
6H BOND FILING FEE VICTIMS OF CRIME	LANDER COUNTY TREASURER	N/A	N/A		100.00	4	

STATE OF NEVADA
COUNTY OF LANDER

MAX W. BUNCH, Justice of the Peace of Argenta Township, Lander County, Nevada,
being first duly sworn deposes and says:
That all causes and matters heretofore submitted to him have been decided.
That since filing my last report the above fines have been collected, which are being
submitted to the Treasurer of Lander County.

Subscribed and sworn to before me this 31st day of January 31, 2018.


Justice of the Peace

Lander County Recorder

Lesley L Bunch
50 State Route 305
Battle Mountain, NV 89820

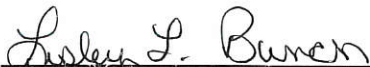
MONTHLY REPORT**FILED**

2018 FEB -1 AM 9:43

LANDER COUNTY CLERK

The following fees were collected for the period of January 01, 2018 through January 31, 2018

<u>ACCOUNT</u>	<u>AMOUNT</u>
RECORDINGS	\$6,665.00
OUTSTANDING RCD	\$0.00
OVERPYMT KEPT	\$3.00
OVERPYMT VOUCHER	\$0.00
AB 6 NOD FORECLOSURE MEDIATION FUND	\$360.00
AB 6 NOD BUDGET SHORTFALL	\$600.00
AB 259 NOD INDIGENT	\$40.00
REAL PROPERTY TRANSFER TAX (General)	\$977.90
REAL PROPERTY TRANSFER TAX (State .10)	\$177.80
REAL PROPERTY TRANSFER TAX (State 1.30)	\$2,311.40
COPY WORK	\$597.50
SB 14 DOMESTIC VIOLENCE FUND	\$15.00
TECHNOLOGY FEE	\$2,680.00
FUND TO ASSIST (Previous Foster Care)	\$536.00
LEGAL SERVICES FOR INDIGENT	\$1,608.00
COMPENSATION OF INVESTIGATORS APPOINTED BY DISTRICT COURT	\$536.00
DEPARTMENT OF MINERALS (State)	\$4,520.00
MAPS	\$6,620.00
TOTAL AMOUNT REMITTED TO TREASURER:	\$28,247.60



Lander County Recorder

REPORTING MONTH OF January 2018

FUND #300--TECHNOLOGY FEES

RECORDER

BEGINNING BALANCE January 2018	\$47,883.73
REVENUE	\$2,680.00
Expenditures	(93.85)
Adjustment	
ENDING BALANCE January 2018	\$50,469.88

ASSESSOR

BEGINNING BALANCE January 2018	\$2,122,792.27
REVENUE	175,986.07
EXPENDITURES	(4,725.00)
Adj Btwn Fnds	(367.04)
Interest 2017 Adjustment	
ENDING BALANCE-January 2018	\$2,293,686.30

CLERK

BEGINNING BALANCE January 2018	\$28.15
REVENUE	\$0.00
EXPENDITURES	\$0.00
Interest 2017 Adjustment	\$0.00
ENDING BALANCE January 2018	\$28.15

TOTALS

January 2018 Beginning Balance	\$2,197,676.73
Recorder	2,586.15
Assessor	170,894.03
CLERK	\$0.00
January 2018 Ending Balance	\$2,371,156.91

Rebecca Murphy
Lander County Treasurer/Gene Elcheverry

Yearly Recap July 2017 Thru June 30, 2018

Beginning Bal July 2017	2,414,584.78
Revenue	646,525.53
Expenditures	(615,675.70)
Interest	22,106.71
Adj	(96,384.41)
Ending Balance June 30, 2018	2,371,156.91

RECEIVED

FEB 13 2019

LANDER COUNTY CLERK

Report No: PB2030
Run Date : 02/09/18

LANDER COUNTY
PUBLIC BUDGET ACCOUNTING

Page 87
ELAPSED TIM 58 %

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

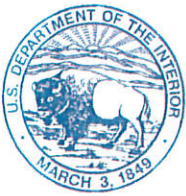
300 TECHNOLOGY FEES
PERIOD ENDING 1/31/18

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	YEAR TO DATE	OVER - UNDER BUDGET	%
REVENUES					
31010 REAL PROPERTY TAXES-	.00	.00	.00	.00	0
32221 RECORDER TECH FEES	8,500.00	2,680.00	18,492.00	9,992.00-	217
32223 ASSESSOR TECH FEES	300,000.00	175,986.07	210,953.41	89,046.59	70
32224 DIST COURT TECH FEES	.00	.00	.00	.00	0
38007 INTEREST-RECORDER	21.00	.00	.00	21.00	0
38009 INTEREST-ASSESSOR	2,125.00	.00	.00	2,125.00	0
38013 INTEREST-DIST. COURT	.00	.00	.00	.00	0
38046 ASSESR TECH NET PRO	.00	.00	.00	.00	0
38080 MISCELLANEOUS REVENU	.00	.00	.00	.00	0
38122 GRANT-OTS CRASH	.00	.00	.00	.00	0
39009 TRANS IN FMV	.00	.00	.00	.00	0
TOTAL REVENUES	310,646.00	178,666.07	229,445.41	81,200.59	73
EXPENDITURES					
59045 TRANS OF REVENUES	.00	.00	.00	.00	0
TOTAL	.00	.00	.00	.00	0
067 RECORDER					
53920 SERVICE AND SUPPLIES	17,500.00	93.85	5,077.85	12,422.15	29
53991 MINOR EQUIP/FURNITUR	5,000.00	.00	2,127.94	2,872.06	42
59015 TRANS OUT INTEREST	.00	.00	.00	.00	0
59950 MISCELLANEOUS	2,500.00	.00	.00	2,500.00	0
TOTAL RECORDER	25,000.00	93.85	7,205.79	17,794.21	28
068 ASSESSOR					
53920 SERVICE AND SUPPLIES	550,000.00	4,725.00	73,816.00	476,184.00	13
53991 MINOR EQUIP/FURNITUR	315,000.00	37,230.00	51,292.00	263,708.00	16
54010 NEW FIXED ASSETS	770,000.00	.00	.00	770,000.00	0
54095	.00	.00	.00	.00	0
59045 TRANS OF REVENUES	.00	.00	.00	.00	0
59405	.00	.00	.00	.00	0
TOTAL ASSESSOR	1,635,000.00	41,955.00	125,108.00	1,509,892.00	7
069 DISTRICT COURT					
53920 SERVICE AND SUPPLIES	.00	.00	.00	.00	0
53991 MINOR EQUIP/FURNITUR	.00	.00	.00	.00	0
TOTAL DISTRICT COURT	.00	.00	.00	.00	0
TOTAL EXPENDITURES	1,660,000.00	42,048.85	132,313.79	1,527,686.21	7
NET REV & EXPENDITURE	1,349,354.00-	136,617.22	97,131.62	1,446,485.62-	7-
=====	=====	=====	=====	=====	=====

FOR ACCOUNTS: 000 THRU 999 - 1/01/18 THRU 1/31/18

Rept No.	Receipt Description	Act TP	Date	Debit Amount	Credit Amount	Balance	FEA No.
ACCOUNT-300 TECHNOLOGY FEES		TYPE - FUND					
				Beginning Balance		2,197,676.73	
57983	WEEK ENDING 01-05-18	300 CR	01/09/18		35.00	2,197,711.73	300-000-32221-000 RECORDER TECH FEES
58013	WEEK ENDING 01-12-18	300 CR	01/16/18		255.00	2,197,966.73	300-000-32221-000 RECORDER TECH FEES
58040	WEEK ENDING 01-19-18	300 CR	01/22/18		2,230.00	2,200,196.73	300-000-32221-000 RECORDER TECH FEES
58087	2016-17 REAL PROP	300 CR	01/30/18		2.36	2,200,199.09	300-000-32223-000 ASSESSOR TECH FEES
58089	2017-18 REAL PROP	300 CR	01/30/18		206.30	2,200,405.39	300-000-32223-000 ASSESSOR TECH FEES
58089	2016-17 PERS PROP	300 CR	01/30/18		54.45	2,200,459.84	300-000-32223-000 ASSESSOR TECH FEES
58090	2017-18 PERS PROP	300 CR	01/30/18		175,722.96	2,376,182.80	300-000-32223-000 ASSESSOR TECH FEES
1138	SPEC EXPND 01-11-18	300 DS	01/31/18	93.85		2,376,088.95	300-000-00000-000
1258	CNRM CILLS 01-25-18	300 DS	01/31/18	4,725.00		2,371,363.95	300-000-00000-000
4246	ADDITIONS ADJ #6	300 W	01/31/18	367.04		2,370,996.91	300-000-00000-000
58093	WEEK ENDING 01-31-18	300 CR	01/31/18		160.00	2,371,156.91	300-000-32221-000 RECORDER TECH FEES
				5,495.89	178,666.07		

ACCOUNT-300 TECHNOLOGY FEES	ENDING BALANCE	2,371,156.91
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United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Elko District Office
3900 East Idaho Street
Elko, Nevada 89801
http://www.blm.gov/nv/st/en/fo/elko_field_office.html



In Reply Refer To:
4130 (NVE0100)

FEB 16 2013

Dear Interested Party,

The Bureau of Land Management (BLM), Elko District Office (EDO) is seeking public input on a proposed Dormant Season of Use Programmatic Environmental Assessment (PEA) for management of livestock grazing in the EDO. Programmatic NEPA reviews assess the environmental impacts of proposed policies, plans, programs, or projects for which subsequent actions will be implemented either based on the Dormant Season of Use PEA, or based on subsequent NEPA reviews tiered to the programmatic review (e.g., a site- or project- specific document). The primary purpose of this proposal is to provide EDO the ability to authorize temporary or permanent modifications to the season of use defined in the mandatory terms and conditions of a livestock grazing permit, allowing dormant season grazing when a change in season of use is requested by livestock grazing permittee.

At this time the EDO is initiating a 30-day public scoping period and welcomes the submission of any comments, data or information related to dormant season use the public would like considered during the development of the Programmatic Dormant Season of Use Environmental Assessment.

Submissions may be mailed to BLM, Attn.: Jeff Moore, 3900 E. Idaho St., Elko, NV 89801; emailed to WellsFO_NEPA@blm.gov; or faxed to (775) 753-0347. Submissions must be received within 30 days from the posted date of this letter.

For more information please visit the project website: <https://go.usa.gov/xnFac>.

If you have any questions regarding this project, please contact Jeff Moore, Rangeland Management Specialist, at j2moore@blm.gov or call (775) 753-0359.

Sincerely,

Jiff C. Silvey

Elko District Manager

cc: list attached

25 Ranch LLC
 26 Ranch, Inc.
 333 Ranch LLC
 Agee Smith
 Allan Edwards
 Andrew Boyd
 Antelope Peak Ranch LLC
 Bailey Family Trust
 Bar L Ranch Attn: Bruce Miller
 Bar O Ranch
 Barbara Warner
 Barnes Ranches, Inc.
 Barrick Cortez, Inc., Barrick Nevada Ranches
 Bert N. & Paul W. Smith
 Bilbao Ranch LLC
 Bill & Rita Horn/Walter & Tennille Whitaker
 Blake O'Donnell
 BLM Ely District Office Attn: District Manager
 Boies Ranches, Inc.
 Bowers Family Revocable Trust
 Boyd Spratling
 Britton Ranch LLC & Jeffrey T. Britton C/O Anne Louise Britton
 Broken Circle Cattle Company
 Brough Partnership C/O Wilde Brough
 Brown Family Revocable Trust
 Bruneau River Cattle Co. LLC
 Bureau of Land Management, Mount Lewis Field Office
 Callan W. Payton
 Camp Stool Cattle Co. LLC
 Carl F. & Herbert M. Ulhig
 Chad Edgington & Robert Child C/O Chad Edgington
 Chambers Law Office, PC Attn: Phil Chambers
 Chester & Natasha Southwick
 Congressman Mark Amodei Attn: Martin Paris, Rural Representative
 Connie J. Cummingham
 Craig C. Downer
 Cross Ranch Grazing LLC
 Dalton Livestock LLC C/O Brad Dalton
 Daniel G. Beitia
 David & Gloria Williams
 David Little
 Dawley Creek Ranch LP
 Dean & Sharon Rhoads
 Dolores Elu
 Dorothy Payne
 Dorsey Land LLC
 Double Mountain LLC
 Dr. Calton M. Lewis
 Duilio & Ella May Bottari
 Duval Ranching Co.
 Eastern Nevada Landscape Coalition Attn: Betsy MacFarlan

Eastgate Ranch LLC
 Egbert Livestock LLC
 El TeJon Sheep Company
 Elias F. Goicoechea Family Trust
 Elko County Board of County Commissioners
 Elko Land & Livestock Company Attn: Jeff White
 Ellison Livestock
 Ellison Ranching Co.
 Eureka County Department of Natural Resources
 Eureka County District Attorney Attn: Theodore Beutel
 Flat Top Sheep Co.
 Friends of Nevada Wilderness
 Gene & Shirlee Buzzetti Revocable Living Trust
 George T. Flynn
 Gerald D. Byers Family Trust
 Glaser Deer Horn Ranch 1997 LP
 Glaser Land & Livestock Co.
 Glen & Casey Guttry
 Grande Ranch LLC
 Great Basin Ecology, Inc. Attn: Gary N. Back
 Gregg Simonds
 Gund Ranches
 H&R Livestock
 Hall Family Trust U/A/D June 26, 2011
 Hanington Corporation
 Harold Rother Farms, Inc.
 Hawkwatch International
 Heguy Ranches, Inc.
 Helen Beitia
 Holland & Hart LLP Attn: William G. Myers III
 Hugh Feiss
 IL Ranch
 In Defense of Animals Attn: Suzanne Roy, Program Director
 J Bar M Ranch
 Jack & Irene Walther
 Jack & Kathleen Taylor
 Jack O. Walther Family Trust
 James J. Wright Ranch, Inc.
 James K. Stonier
 James M. & Edward H. Smiley
 James Sustacha
 Janet Schultz
 Jeff Barnes
 Jeff O. Roche
 Jerry Todd
 Jess Sustacha Ranch Limited Partnership
 Jim Baumann
 Jim West
 JJ Goicoechea
 John C. Rose III
 John E. Neff Company, Inc.

John Robert Sustacha
 John Ross
 John Sustacha Family Revocable Trust
 John W. & Jae M. Eade
 Jon Marvel
 Joseph M. LeGarza
 JRS Properties III LP
 Julian & Pete Goicoechea
 Julian Tomera Ranch
 Karen Klitz
 Kathy Gregg
 Kay & Mary Lear
 Kelly Warr
 Ken Conley
 Kenneth & Jacob Marrujo
 Kenneth Larson
 Kenneth R. Buckingham
 Kerns Enterprises LLC
 Kevin B. Tomera
 Kirk & Ramona Dahl
 Lander County Board of County Commissioners
 Lattin Family Trust
 Lee Livestock LLC
 Lenny Fiorenzi
 Leonard R. Merkley
 Leroy Sestanovich Ranch LLC
 Lind E. Karl
 Louis D. & Ruby L. Uhart
 Maggie Creek Ranch LP
 Manny Oros
 Marge Prunty Family Trust
 Mary P. Cahoon
 Mary's River Ranch Attn: Preston Wright
 MC Ranch Company LLC
 Memory Ranches LLC
 Merkley Ranches, Inc.
 Michael T. & Cheri A. Howell
 Mike Marvel
 Mori Ranches LLC
 National Mustang Association Inc. National Headquarters
 Natural Resource Conservation Service Attn: Chuck Peterson
 Natural Resource Management Advisory Council Attn: Mr. John Baldwin
 Natural Resources Defense Council
 Naveran Family Trust/Clark Family Living Trust
 Neff Livestock & Equipment
 Neil & Kristin McQueary
 Nevada Cattlemen's Association Attn: Joe Guild
 Nevada Department of Agriculture Attn: David Voth, Rangeland Health Program Manager
 Nevada Department of Wildlife Attn: Steve Foree
 Nevada High Country Tours Attn: Paul Bottari
 Nevada Outdoor Recreation Association Attn: Charles Watson

Nevada State Board of Sheep Commissioners Attn: Hank Volger, Chair
 Nevada State Clearing House Department of Administration
 Nevada Wilderness Project
 Nicholas T. Etcheverry
 O'Neil Grazing Association LLC C/O Bert Brackett/Flat Creek Ranch
 Open Box Arrow Ranches LLC
 Oro Vaca, Inc.
 Overland Land & Livestock Attn: Gary Wines
 Palisade Ranch Inc.
 Pattani Ranch Partnership
 Peavey & Hoots
 Pequop Conservancy LLC
 Petan Company of Nevada
 Peter Scott
 Pleasant Valley Grazing Association
 Prunty Ranch LLC
 Public Lands Foundation
 R & S Enterprise C/O Ray Mitchell
 Rabbit Creek Ranch LLC
 Rafter Diamond Land Co. LLC
 Rafter Diamond Ranch Attn: Julian C. Smith
 Ray & Jacqueline Bailey
 Red Rock Audubon Society Attn: John E. Hiatt
 Resource Concepts, Inc. Attn: John L. McLain
 Return to Freedom, American Wild Horse Sanctuary
 Rex Claridge & Dell Nielson
 Rich Grant & Sons Ranching Co. LLC
 Riordan Ranch Trust
 Robert & Helen Corbari
 Robert J. & Shane R. Mathews
 Robert L. Peltier & Thomas C. Thomson
 Roy & Connie Elsner
 Ruby Crest Ranch LLC
 Ruby Partners LLC
 Russell Todd Nethery
 Salmon River Cattlemen's Association, Inc.
 Sandra L. Sharp Revocable Living Trust C/O Sandra Sharp
 Saving America's Mustangs C/O Mike Morrison
 Saving America's Mustangs/Tommy LLC Attn: Madeleine Pickens
 Scott C. McLachlan
 Sharp Ranch
 Sheep Creek Ranching Co.
 Sherie Rae Goring
 Sierra Club - Toiyabe Chapter Attn: Marjorie Sill
 Sierra Club - Toiyabe Chapter Attn: Rose Strickland
 Simplot Land & Cattle Company
 Slagowski Ranches Inc.
 South Fork Livestock Partnership
 South Fork LLC
 Squaw Valley Ranch LLC
 Stan Prunty

Steve Neff Company, Inc.
 Steven A. & Daniel S. Chournos
 Steven D. & Barbara L. Schaad
 Susan Kennedy
 Sustainable Grazing Coalition Attn: Richard A. Orr
 The Cloud Foundation
 The Pete & Rama Paris Family Trust
 The Wilderness Society/BLM Planning Specialist Attn: Juli Slivka
 Theresa Minoletti
 TI Ranches LLC
 Tomera Ranches Inc., Stonehouse Division
 Topo, LLC
 Trout Creek Ranches LLC
 Trout Unlimited Attn: Helen Neville
 U.S. Fish & Wildlife Service Attn: Carolyn Swed
 U.S. Senator Dean Heller Attn: Ashley Carrigan
 U.S. Sportsmen's Alliance
 University of Nevada Reno Mail Stop 186 Attn: Sherman Swanson
 UNR Cooperative Extension Service Attn: Kent McAdoo
 USFS Mountain City Ranger District Attn: District Ranger
 Vega Ranch LLC C/O Diana Keogh
 Von L. & Marian Sorensen
 W.H. Gibbs Company
 Wahoo Ranch LLC
 Western Watersheds Project Attn: Ken Cole
 White Pine County Commissioners C/O WPC Clerk
 Wild Horse Sanctuary Attn: Dianne Nelson
 Wild Horse Spirit
 Wildhorse Ranching Co. LLC
 Wildlands Defense Attn: Katie Fite
 Will Bedke
 William C. & Jean M. Spratling
 William S. Gibson
 Winchell Ranch C/O Walter W Winchell
 Winecup Ranch LLC
 Winecup-Gamble LLC
 Wines Family Ranching
 Wolf & Sons LLC
 Y2 Consultants Attn: Brenda Younkin
 Y-3 II Ranch
 YC Cattle Company LLC
 Zunino Ranches



United States Department of the Interior



BUREAU OF LAND MANAGEMENT
Mount Lewis Field Office
50 Bastian Road
Battle Mountain, Nevada 89820
Phone: 775-635-4000 Fax: 775-635-4034
<https://blm-prod.opengov.ibmcloud.com/nevada>
<http://www.blm.gov/office/battle-mountain-district-office>

FEB 20 2018

2018 Julian Tomera Ranches Stockmanship Plan Alternatives

Dear Grazing Permittees and Interested Publics,

On February 3, 2018, the Mount Lewis Field Office issued a Draft End-of-Season Monitoring Report (Draft Monitoring Report) for the Argenta Allotment. The Draft Monitoring Report details upland and riparian monitoring as prescribed by the 2015 Argenta Settlement Agreement as well as actual use for the 2017 grazing season and stockmanship plans for the 2018 grazing year.

As defined by the 2015 Argenta Settlement Agreement, a stockmanship plan is "[A] generalized map developed with the assistance of [a] National Riparian Service Team (NRST) range specialist of where and how livestock will move across the various Use Areas that will guide permittee operations. The plan outlines general use dates, livestock numbers, planned movement, and ways to mitigate drift or other potential problems; it will also allow for adaptability and flexibility to respond to unexpected or changed conditions during grazing rotations."

The Stockmanship plan disclosed to the public on February 3, 2018 in the Draft Monitoring Report was the Tomera preferred stockmanship plan. The NRST however does not endorse this alternative. Please find enclosed the two grazing alternatives; the recommended alternative by the NRST and the Tomera submitted alternative. Public involvement is valued through this process and the Mount Lewis Field Office would like to extend a comment period concluding on March 7, 2018 on the enclosed stockmanship plans. All comments will be considered prior to approving any application for grazing.

All comments can be submitted to the address or fax number listed above or by email to sault@blm.gov. If there is any questions, please contact Samuel Ault, Rangeland Management Specialist, at 775-635-4058 or by email at sault@blm.gov.

Sincerely,

Jon D. Sherve
Mount Lewis Field Manager

CC: Argenta Interested Public
Attached: Attachment 1: NRST Preferred and Alternate Stockmanship Plans
Attachment 2: Julian Tomera Ranches Preferred Stockmanship Alternative
Attachment 3: Argenta Interested Public List

ATTACHMENT 1: NRST PREFERRED AND ALTERNATE STOCKMANSHIP PLANS

Julian Tomera Ranches, Inc.:

Overview: All upland areas met prescribed use levels in 2017 with the combination of improved stockmanship practices and improved growing conditions. Although significant progress was made toward meeting riparian use levels, the greater challenge continues to be control of use in riparian areas. Indian Creek, North Fork Mill Creek, The Park, and Trout Creek still exceeded or likely exceeded prescribed herbaceous use levels and Rock Creek likely exceeded woody use.

Generally low upland utilization indicates that current stocking rate is not the problem. However, more control of livestock during the “hot season” use period is necessary. Three alternatives have been developed to minimize hot season use. Common elements include:

- 1) No livestock will be placed in the Park or Trout Creek.
- 2) Livestock will be removed from North Fork Mill, Crippen, and Water Canyon July 1 along with any drift into Trout Creek and The Park.
- 3) Livestock duration of use will be reduced in North Maysville to reduce access to The Park and Rock Creek
- 4) Aerial survey will be used to locate livestock after July 1 to provide early detection of drift and facilitate removal.
- 5) Water hauls will be necessary to facilitate lower elevation use after July 1.

2018 stockmanship plan options for Julian Tomera Ranches.

PREFACE:

Option 3 is the NRST proposed option. Option 3 allows early use of Maysville North while removal of livestock from the entire use area July 1 eliminates easy access to The Park and Rock Creek late in the season. Removal of livestock from North Fork Mill, Crippen, and any drift from Trout Creek along aerial reconnaissance for drift after July 1 should minimize woody plant use and allow regrowth of key herbaceous species.

The fencing of sensitive riparian areas in Ferris Creek, in Slaven Canyon, and in Ratfink Canyon in 2016 and 2017, allow more flexibility of these areas during the hot portions of the grazing year, which now leads to some flexibility and intensified concentration of riders to fewer areas in 2018.

Option 1:

Livestock will be stocked, placed, and moved as they were in 2017, with the following exceptions.

Trout Creek Use Area:

This Use Area has received repeated drift from Mill Creek, as well as from North Fork of Mill Creek, and to some extent from Crippen Canyon.

Tomeras have a standing Range Improvement Permit Application (to fence the headwaters portion of this stream) pending with BLM - which they continue to urge BLM to approve.

Nevertheless unless that application is approved and fencing can be constructed in a timely manner, Tomeras will not place cattle in the Trout Creek Use Area in 2018. The cattle that were placed in this Use Area in 2017 will be dispersed in other drainages with other cattle.

Beginning July 1, 2018, Tomeras will have riders riding the headwaters area of this stream, and cattle found will be placed in Ferris Creek drainage and Chicken Creek drainage in the South Maysville Use Area, from where their return to Trout Creek drainage is highly unlikely, due to terrain. These riders will ride this drainage 4 to 5 days a week.

In addition, in order for these riders to more efficiently locate cattle for removal, Tomeras have contracted with a local helicopter pilot to fly Trout Creek drainage, at least once per week.

North Maysville Use Area:

This Use Area contains, among others, The Park and Rock Creek MIM sites. Other drainages in the North Maysville Use Area are Hilltop (Rock Creek, Crum), Maysville Canyon, and Bateman Canyon.

Drift has typically occurred into The Park from all of the above-noted drainages, as well as from the (Upper) Slaven Use Area.

Under Option 1, this Use Area will not be stocked with cattle in 2018. The cattle that normally are placed there will remain in the Mule Canyon Use Area.

Upper Slaven, above an existing drift fence:

The Upper Slaven Use Area is substantially seeded, to crested wheatgrass, though other native range is present. For reference, the Key Area (upland) is within this seeding in the "Upper Slaven", and the Slaven Riparian Enclosure is within the "Upper Slaven" portion of the Slaven Use Area. The existing crested wheatgrass is in danger of becoming decadent from lack of sufficient (heavier, more uniform) utilization.

Under Option 1, this portion of the Slaven Use Area would not be stocked with cattle during the spring or summer, but it would be used to bring cattle from the other mountain pastures, to the home ranches in the fall of the year, approximately in September.

(Lower) Slaven

Under Option 1, this portion of the Slaven Use Area would be used late in the season to reduce pressure in Mule Canyon as use levels are approached and remove potential drift into Maysville North.

Mule Canyon Use Area:

The upper elevations of the Mule Canyon Use Area are composed of seeded and native forage species, and generally have abundant livestock water earlier in the grazing year, generally through June. The lower elevations have a combination of mostly pure forage kochia stands in some areas, and primarily cheatgrass-dominated range in other areas, with some native rangelands also in the lower elevations. The use of these lower elevations during spring growth of forage kochia has resulted in some death loss due to bloat. As part of the 2018 Stockmanship Plan, Tomeras are also attempting to reduce bloat loss due to early-season cattle use of forage kochia¹ and apply targeted grazing to areas dominated by cheatgrass.

Mule Canyon Use Area has been stocked in past years with about 600 cattle, for four months (mid-March to about mid-July). With approximately 2400 AUMs of annual livestock use, upland utilization has been extremely low in the past years, including in 2017.

Tomeras are applying with BLM for approval of temporary water haul locations, all of which have been previously surveyed for archeological, T&E species, and historical clearances, at the following locations.

1. Mule Canyon Northwest – 519399mE 4497990mN;
2. Mule Canyon Mouth of Ratfink – 520505mE 4492501mN;
3. Mule Canyon Y of Ratfink – 522855mE 4492790 mN;
4. East Flat – Mine Pad – 519918mE 4483081mN.

Tomeras are also in the process of coordinating water hauls on private lands in this Use Area and in East Flat, in areas of abundant forage kochia as well as in areas of dense cheatgrass, so as to apply targeted grazing to the cheatgrass-dominated areas.

Under Option 1, the Mule Canyon Use Area will be stocked in 2018 with 600 cattle from about March 15 through about the end of September. However, Tomeras intend to rotate livestock *within* the Mule Canyon Use Area, using natural water sources until they dry up, or until approximately July 1, whichever occurs first. During March 15 to July 1 (unless natural waters dry up sooner), no waterhauls will be employed, and the “Pivot Well” will not be used as a water source.

¹ Bloat loss typically occurs with Forage Kochia during abundant growing season flush of growth, and particularly in areas with low production of grasses, so that cattle concentrate their diet on the kochia.

Beginning approximately July 1, cattle will be removed from Water Canyon, and will be placed on the Mule Canyon Northwest waterhaul site. The topography of this area will greatly impede livestock return to the Water Canyon portion of the Use Area.

Also beginning approximately July 1, other cattle will begin using other BLM waterhaul sites, being placed at the Mule Canyon Y of Ratfink, and at the Mule Canyon Mouth of Ratfink waterhaul sites. This use will preferably be in sequential use, but both may be used at the same time to distribute cattle as needed. These waterhauls should draw cattle out of the watered portions of Ratfink Canyon in the vicinity of the enclosure in that area. Tomeras will periodically ride the upper elevations of Ratfink Canyon and Water Canyon, and place cattle found in these areas onto these lower-elevation water haul sites.

About August 1, Tomeras will begin using the "Pivot Well" in the western portion of the Use Area, at low elevation.

Also about August 1, and preferentially in sequence, Tomeras will also haul water to water haul locations on private land in the lower elevations and more southerly portions of the Mule Canyon Use Area, as well as on private locations and the fourth waterhaul site on BLM land in the East Flat Use Area (East Flat Mine Pad waterhaul site), through about the end of September,. These areas have typically received little to no grazing use in the past several years.

Option 2:

Livestock will be stocked, placed, and moved as they were in 2017, with the following exceptions.

Trout Creek Use Area:

Under Option 2, Tomeras will use/not use this Use Area in the same manner described under Option 1.

North Maysville Use Area:

This Use Area contains, among others, The Park and Rock Creek MIM sites. Other drainages in the North Maysville Use Area are Hilltop (Rock Creek, Crum), Maysville Canyon, and Bateman Canyon.

Drift has typically occurred into The Park from all of the above-noted drainages, as well as from the (Upper) Slaven Use Area.

Under Option 2, a portion of approximately 600 cattle will be placed in this Use Area², approximately March 15, or as soil and vegetation conditions permit.

Approximately July 1, Tomeras will begin removing cattle from this Use Area, to the Mule Canyon Use Area. This move is expected to take approximately 2 weeks.

Upper Slaven, above an existing drift fence:

The Upper Slaven Use Area is substantially seeded, to crested wheatgrass, though other native range is present. For reference, the Key Area (upland) is within this seeding in the “Upper Slaven”, and the Slaven Riparian Enclosure is within the “Upper Slaven” portion of the Slaven Use Area. The existing crested wheatgrass is in danger of becoming decadent from lack of sufficient (heavier, more uniform) utilization.

Under Option 2, a portion approximately 600 cattle, and perhaps all 600, will be placed in this Use Area³, approximately March 15, or as soil and vegetation conditions permit. The attempt will be made to use the crested wheatgrass to as near as possible to the “in-season” desired utilization, as early as possible⁴. If all 600 are initially placed in the Upper Slaven, then they will all be moved to the North Maysville Use Area after grazing to the desired utilization level in Upper Slaven.

Approximately July 1, or sooner if desired utilization levels are reached, Tomeras will begin removing cattle from this Use Area, to the Mule Canyon Use Area. This move is expected to take approximately 2 weeks.

Lower Slaven.

Under Option 2, Lower Slaven will be stocked with cattle after July 1, 2018

Mule Canyon Use Area:

The upper elevations of the Mule Canyon Use Area are composed of seeded and native forage species, and generally have abundant livestock water earlier in the grazing year, generally through June. The lower elevations have a combination of mostly pure forage kochia stands in some areas, and primarily cheatgrass-dominated range in other areas, with some native rangelands also in the lower elevations. The use of these lower elevations during spring growth of forage kochia has resulted in some death loss due to bloat. As part of the 2018 Stockmanship

² From the East Flat Use Area.

³ From the East Flat Use Area.

⁴ It is unlikely that this utilization level is sufficient to restore the crested wheatgrass from its trend toward wolfiness/decadence as it is not high enough to do so. Nevertheless, the attempt will be made.

Plan, Tomeras are also attempting to reduce bloat loss due to early-season cattle use of forage kochia⁵ and apply targeted grazing to areas dominated by cheatgrass.

Mule Canyon Use Area has been stocked in past years with about 600 cattle, for four months (mid-March to about mid-July). With approximately 2400 AUMs of annual livestock use, upland utilization has been extremely low in the past years, including in 2017.

Tomeras are applying with BLM for approval of temporary water haul locations, all of which have been previously surveyed for archeological, T&E species, and historical clearances, at the following locations.

1. Mule Canyon Northwest – 519399mE 4497990mN;
2. Mule Canyon Mouth of Ratfink – 520505mE 4492501mN;
3. Mule Canyon Y of Ratfink – 522855mE 4492790 mN;
4. East Flat – Mine Pad – 519918mE 4483081mN.

Tomeras are also in the process of coordinating water hauls on private lands in this Use Area and in East Flat, in areas of abundant forage kochia as well as in areas of dense cheatgrass, so as to apply targeted grazing to the cheatgrass-dominated areas.

Under Option 2, the Mule Canyon Use Area will not be stocked in 2018 from March 1 to approximately July 1.

Beginning about July 1, about 600 cattle will be moved into this Use Area from the North Maysville Use Area. Livestock will be placed in the Mule Canyon Use Area through the end of September.

It is Tomeras desire to rotate livestock *within* the Mule Canyon Use Area using BLM water haul locations and private water sources in the same manner as described under Option 1, after July 1.

Under Option 2, Cattle will be placed in Water Cayon, as this is a natural perennial water source, and livestock will need to use it. Barring approval of the requested waterhaul sites, this area will be expected to receive use by cattle. If the requested water haul sites are approved, no cattle will be placed in Water Canyon; instead cattle will be placed the Mule Canyon Northwest waterhaul site. The topography of this area will greatly impede livestock return to the Water Canyon portion of the Use Area.

About July 1, other cattle will also begin using other BLM waterhaul sites at the Mule Canyon Y of Ratfink and the Mule Canyon Mouth of Ratfink waterhaul sites, preferably in sequential use, but both may be used at the same time to distribute cattle as needed. These waterhauls should

⁵ Bloat loss typically occurs with Forage Kochia during abundant growing season flush of growth, and particularly in areas with low production of grasses, so that cattle concentrate their diet on the kochia.

draw cattle out of the watered portions of Ratfink Canyon in the vicinity of the exclosure in that area.

About August 1, Tomeras will begin using the “Pivot Well” in the western portion of the Use Area, at low elevation. About August 1, and preferentially in sequence, Tomras will also haul water to water haul locations on private land in the lower elevations and more southerly portions of the Mule Canyon Use Area, as well as on private locations and the fourth waterhaul site on BLM land in the East Flat Use Area (East Flat – Mine Pad), through about the end of September,. These areas have typically received little to no grazing use in the past several years.

Option 3:

Livestock will be stocked, placed, and moved as they were in 2017, with the following exceptions.

Trout Creek Use Area:

Under Option 3, Tomeras will use/not use this Use Area in the same manner described under Option 1.

North Maysville Use Area:

This Use Area contains, among others, The Park and Rock Creek MIM sites. Other drainages in the North Maysville Use Area are Hilltop (Rock Creek, Crum), Maysville Canyon, and Bateman Canyon.

Drift has typically occurred into The Park from all of the above-noted drainages, as well as from the (Upper) Slaven Use Area.

Under Option 3, a portion of approximately 600 cattle will be placed in this Use Area⁶, approximately March 15, or as soil and vegetation conditions permit.

Approximately July 1, Tomeras will begin removing cattle from this Use Area, to the South Maysville Use Area. This move is expected to take approximately 2 weeks.

Approximately September 1, Tomeras will begin trailing cattle through this use area, to the lower elevations (Flats fields, etc.) Separate, smaller trailings will be made, and cattle will not overnight above the drift fence in Hilltop Canyon.

Upper Slaven, above an existing drift fence:

The Upper Slaven Use Area is substantially seeded, to crested wheatgrass, though other native range is present. For reference, the Key Area (upland) is within this seeding in the “Upper Slaven”, and the Slaven Riparian Enclosure is within the “Upper Slaven” portion of the Slaven

⁶ From the East Flat Use Area.

Use Area. The existing crested wheatgrass is in danger of becoming decadent from lack of sufficient (heavier, more uniform) utilization.

Under Option 3, a portion of approximately 600 cattle, and perhaps all 600 head, will be placed in this Use Area⁷, approximately March 15, or as soil and vegetation conditions permit. The attempt will be made to use the crested wheatgrass to as near as possible to the “in-season” desired utilization, as early as possible⁸. If all 600 head are placed in Upper Slaven, then they will be removed to North Maysville when the desired utilization has been attained in Upper Slaven.

Approximately July 1, or sooner upon reaching desired utilization levels, Tomeras will begin removing cattle from this Use Area, to the South Maysville Use Area. This move is expected to take approximately 2 weeks.

Lower Slaven.

Under Option 3, Lower Slaven will be stocked with cattle after July 1, 2018.

South Maysville Use Area:

South Maysville Use Area includes the portion of Ferris Creek which is now enclosed by fencing.

Under Option 3, South Maysville Use Area will be stocked with approximately 600 cattle, beginning about July 1.

Also beginning about July 1, cattle drifting into Trout Creek drainage will be placed into the Ferris Creek and Chicken Creek portions of this Use Area.

When desired upland utilization levels are being closely approached, Tomeras will begin trailing cattle through North Maysville Use Area, to Lower Slaven, and to Mule Canyon Use Area.

Mule Canyon Use Area:

The upper elevations of the Mule Canyon Use Area are composed of seeded and native forage species, and generally have abundant livestock water earlier in the grazing year, generally through June. The lower elevations have a combination of mostly pure forage kochia stands in some areas, and primarily cheatgrass-dominated range in other areas, with some native rangelands also in the lower elevations. The use of these lower elevations during spring growth of forage kochia has resulted in some death loss due to bloat. As part of the 2018 Stockmanship

⁷ From the East Flat Use Area.

⁸ It is unlikely that this utilization level is sufficient to restore the crested wheatgrass from its trend toward wolfiness/decadence as it is not high enough to do so. Nevertheless, the attempt will be made.

Plan, Tomeras are also attempting to reduce bloat loss due to early-season cattle use of forage kochia⁹ and apply targeted grazing to areas dominated by cheatgrass.

Mule Canyon Use Area has been stocked in past years with about 600 cattle, for four months (mid-March to about mid-July). With approximately 2400 AUMs of annual livestock use, upland utilization has been extremely low in the past years, including in 2017.

Tomeras are applying with BLM for approval of temporary water haul locations, all of which have been previously surveyed for archeological, T&E species, and historical clearances, at the following locations.

1. Mule Canyon Northwest – 519399mE 4497990mN;
2. Mule Canyon Mouth of Ratfink – 520505mE 4492501mN;
3. Mule Canyon Y of Ratfink – 522855mE 4492790 mN;
4. East Flat – Mine Pad – 519918mE 4483081mN.

Tomeras are also in the process of coordinating water hauls on private lands in this Use Area and in East Flat, in areas of abundant forage kochia as well as in areas of dense cheatgrass, so as to apply targeted grazing to the cheatgrass-dominated areas.

Under Option 3, the Mule Canyon Use Area will be stocked in 2018 with cattle being trailed down and removed from the upper elevation Use Areas in the late summer/fall.

It is Tomeras desire to rotate livestock *within* the Mule Canyon Use Area using BLM water haul locations and private water sources in the same manner as described under Option 1, after July 1.

Under Option 3, Cattle will be placed in Water Canyon, as this is a natural perennial water source, and livestock will need to use it. Barring approval of the requested waterhaul sites, this area will be expected to receive use by cattle. If the requested water haul sites are approved, no cattle will be placed in Water Canyon; instead cattle will be placed the Mule Canyon Northwest waterhaul site. The topography of this area will greatly impede livestock return to the Water Canyon portion of the Use Area.

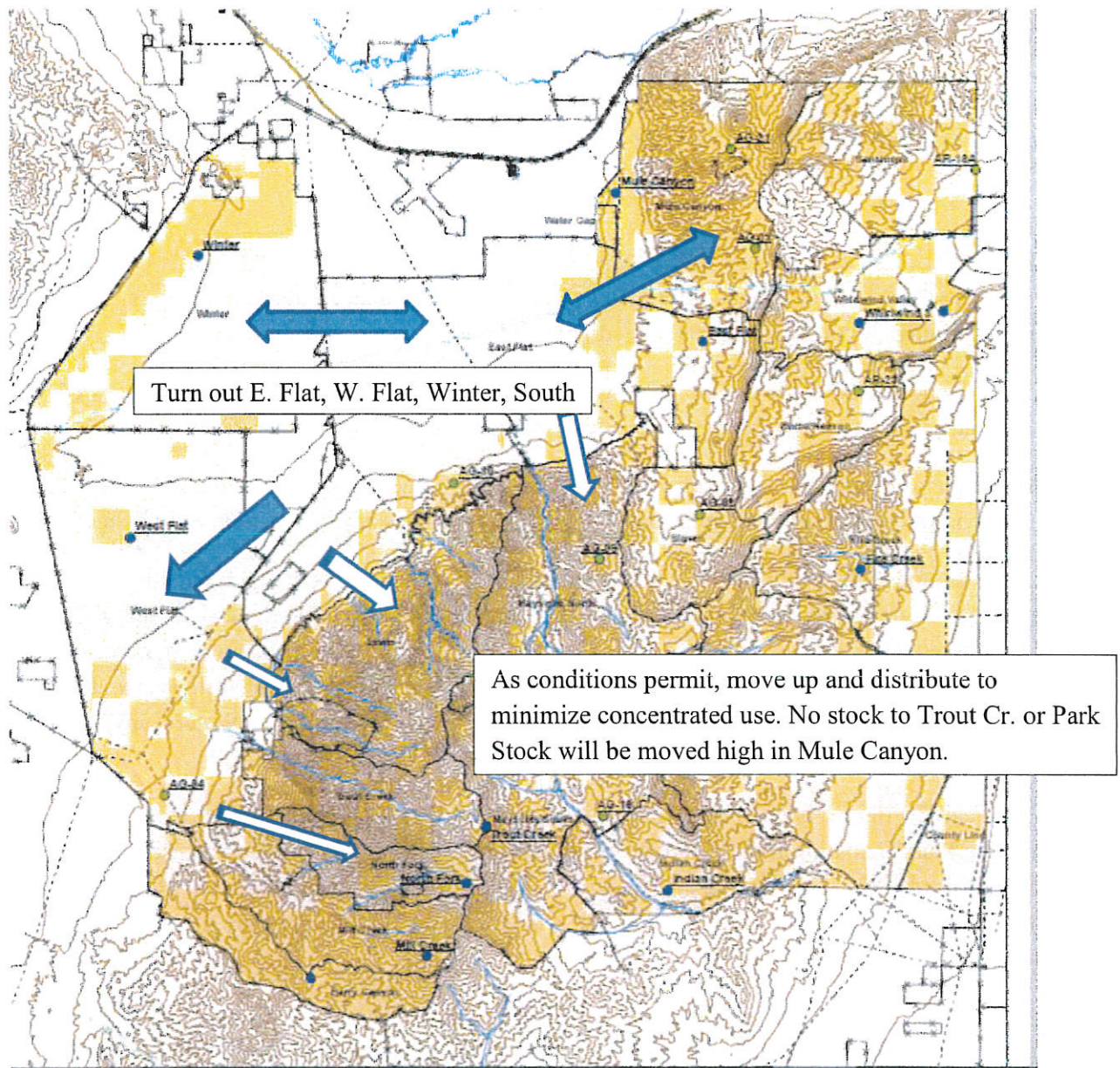
Other cattle will also begin using other BLM waterhaul sites at the Mule Canyon Y of Ratfink and the Mule Canyon Mouth of Ratfink waterhaul sites, preferably in sequential use, but both may be used at the same time to distribute cattle as needed. These waterhauls should draw cattle out of the watered portions of Ratfink Canyon in the vicinity of the exclosure in that area.

About August 1, Tomeras will begin using the “Pivot Well” in the western portion of the Use Area, at low elevation. About August 1, and preferentially in sequence, Tomeras will also haul water to locations on private land in the lower elevations and more southerly portions of the

⁹ Bloat loss typically occurs with Forage Kochia during abundant growing season flush of growth, and particularly in areas with low production of grasses, so that cattle concentrate their diet on the kochia.

Mule Canyon Use Area, as well as on private locations and the fourth water haul site on BLM land in the East Flat Use Area (East Flat – Mine Pad), through about the end of September. These areas have typically received little to no grazing use in the past several years.

Figure 32A. Tomera Ranches 2016 Grazing (Early)



LEGEND

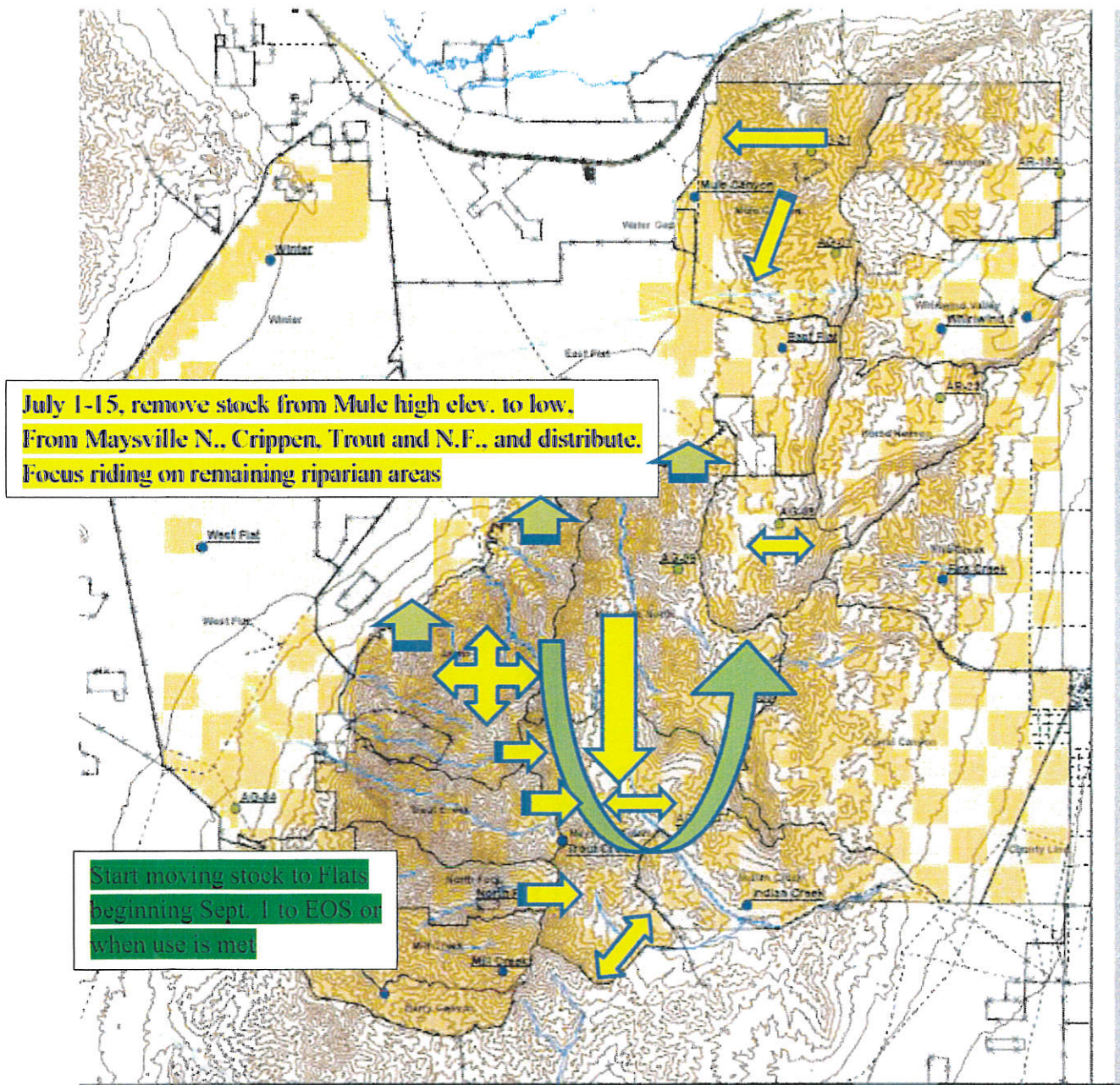


-- Move livestock into allotment according to permitted numbers and dates




-- Disperse using low stress stockmanship and as growing conditions permit minimize concentrated disturbance. Monitor use levels.

Figure 32B. Tomera Ranches 2016 Grazing (Late)



LEGEND

-  -- July 1-15, remove stock from Mule Cyn. high elev. to low and from Maysville N., Crippen, Trout and N.F., and distribute. Focus riding on remaining riparian areas



-- Start moving stock to Flats beginning Sept. 1 to EOS or when use is met

ATTACHMENT 2: JULIAN TOMERA RANCHES PREFERRED STOCKMANSHIP ALTERNATIVE

TOMERA 2018 STOCKMANSHIP PLAN

RECEIVED MAIL ROOM

2018 JAN 30 P 4:10

BUREAU OF LAND MANAGEMENT
BATTLE MOUNTAIN

1. March 15th turn 500 hd into Mule Canyon. Cattle will be placed in the upper reaches of the canyons while water is available in the springs and creeks. As water levels decrease, water hauls will be located in the middle sections of the allotment drawing cattle to the lower reaches of the canyons that typically have very low use levels. The Skyline water troughs will be turned off until the later summer months, at which time cattle will be placed on the flats to graze the koshia flat. Once utilization levels have been met, or when cattle are to be gathered in the fall, cattle will be placed on the east flat or Slavin areas. Around July 1st cattle will be gathered from Water Canyon and driven to the west half of the allotment and placed on water hauls.
2. March 20th to April 1st: Cattle to be placed on the South Flat (including the Starvation Field) and East Flats (Miller Pit) areas.
3. April 1st: Cattle will be placed in the Middle Flats.
4. May 1st: Cattle from South Flat will be driven up North Fork, Crippen Canyon and other upland use areas. No cattle will be placed in Trout Creek Canyon.
5. May 1st: Cattle from East Flat will be driven to South Maysville use area, to include upper Indian Creek (above the yellow cattle guard and in our use area), Chicken Creek, Grouse Creek and Edgar Cabin.
6. May 1st: Cattle from Middle Flat will be driven up Lewis Canyon and placed in the Sheep Corrals and Rocky Canyon areas.
7. July 1st: Cattle from North Fork and Trout Creek will be gathered and driven to Ferris Creek.
8. July 1st: Cattle from Crippen Canyon will be gathered and driven to Lewis Canyon, the Sheep Corrals and Rocky Canyon.
9. Mid to late summer: Cattle will be allowed to drift from Maysville South into Maysville North. As schedule allows and as conditions warrant riders will start drifting cattle from the south end into the area. Depending on the number of other water hauls being used, a water haul site could be located on the Tubing Hill or the Grader Turn Around location during this time. The gate at the drift fence in Hilltop Canyon will be opened August 1st, allowing cattle to use the lower reaches of Hilltop Canyon and reduce the potential of cattle loafing above the fence line. Sept 1st the gates at the mouth of Hilltop Canyon will be opened to allow cattle into the East Flat.
10. Late summer and early fall: Cattle will be gathered off the flats, brought to the Martin Ranch and processed. At this time cattle will start being place on the Winter Range.

11. Late fall and early winter: Cattle will be gathered off the mountains and placed on the flats. Cattle will be then gathered off the flats and brought to the Martin Ranch for processing.
12. Fall thru Dec 31st: Cattle will be place on the Winter Range.

Riders will be used to remove cattle from focus areas, keep cattle in general use areas, monitor herd health and place cattle in areas of low use. An agreement has been made to have aerial monitoring done on a regular basis. Focus will be on Trout Creek and The Park, but will also be used to promote good herd management and utilization of all other resources.

Attachment 3: List of Interested Public		
Company	First	Last
American Farm Mortgage Company	Lynn	Ashby
Badger/Chiara Ranches	Dan/Eddyann	Filippini
Barrick Cortez Inc. Ranches	Doug	Groves
BTZA NV	John	Young
Center for Biological Diversity	Patrick	Donnelly
Churchill County Commissioners		
Elko Land and Livestock Company	Hanes	Holman
Elko Land and Livestock Company	Jeff	White
Esmeralda County Commissioners	Nancy	Boland
Eureka County DNR		
Eureka County DNR	Jim	Baumann
Filippini Ranch	Shawn	Mariluch
Gandolfo Ranch	William	Gandolfo
Grass Valley Ranch LLC	Jerry	Lancaster
Harry Brown Family Trust	Harry	Brown
Intermountain Range Consultants	Bob	Schweigert
JWF Ranching	John	Filippini
L&N Livestock	Lance	Knudsen
Lander Co Commissioners		
Lander County Land Use Advisory Commission	Philip	Williams
Lander County Planning	Kyla	Bright
Lander County Public Lands	Frank	Whitman
N-6 Grazing Board	Henry	Filippini Jr.
NDOW	Caleb	McAdoo
NDOW	Jeremy	Lutz
Nevada Cattleman's Association	Kaley	Sproul
Nevada Department of Transportation	Steve	Cooke
Nevada Department of Wildlife	Alan	Jenne
Nevada Department of Wildlife	Clint	Garrett
Nevada Department of Wildlife	D. Bradford	Hardenbrook
Nevada Department of Wildlife - Ely	Moirra	Kolada
NightWatch Marine	Pam	Harrington
NRAC	Gary	McCuin
NRAC	Jim	Wise
NRAC	Ken	Conley
NRAC	Leo	Damele
NRAC	Mike	Protani
NRAC	Mike	Rebaleati
NRAC	Paul	Etzler
NV Depart. Of Agriculture	David	Voth
Nye County Commissioner		
Paris Ranch	Bert	Paris
Rand Properties	Josh	Smith
Sadler Ranch	Levi	Shoda
Smith's Lodge	Gerald	Smith

Synergy Resource Solutions, Inc	Jack	Alexander
Tomera Ranches	Dan	Tomera
Tomera Ranches	Paul	Tomera
Tomera Ranches	Pete	Tomera
Town of Tonopah	James	Eason
U.S Fish & Wildlife Service - Reno		
Western Shoshone Descendants of Big Smokey	Felix	Ike
Western Watersheds Project		
Western Watersheds Project	Kelly	Fuller
White Sage Grazing	Jerry and Tana	Masterpool
Wild Horse Education	Laura	Leigh
Wildlands Defense	Katie	Fite
	Cathy	Ceci
	Glenn	Alexander
	Steven	Carter
	Lorinda	Whitman



United States Department of the Interior



BUREAU OF LAND MANAGEMENT

Elko District Office
3900 East Idaho Street
Elko, Nevada 89801

http://www.blm.gov/nv/st/en/fo/elko_field_office.html

In Reply Refer To:

4130 (NVE0200 & NVE0300)

FEB 28 2018

Dear Interested Parties:

In 2017 the Elko District Bureau of Land Management (BLM) experienced several wildland fires affecting both the Tuscarora Field Office (TFO) and the Wells Field Office (WFO). These wildfires will result in temporary loss of wildlife habitat and livestock forage in the affected allotments. Both the TFO and WFO are in the process of developing fire closure decisions to close the burned areas to livestock grazing and establish the rehabilitation objectives that would need to be attained in order to reopen the burned area to livestock grazing. The decision would also identify the number of Animal Unit Months (AUMs) of livestock forage that would be temporarily suspended. The proposed AUM suspensions and rehabilitation objectives can be found in the attached appendices (Appendix 1 TFO 2017 Fires and Appendix 2 WFO 2017 Fires).

43 CFR §4110.3-3 (b), states, "When the authorized officer determines that the soil, vegetation, or other resources on the public lands require immediate protection because of conditions such as drought, fire, flood, insect infestation, or when continued grazing use poses an imminent likelihood of significant resource damage, after consultation with, or a reasonable attempt to consult with, affected permittees or lessees, the interested public, and the State having lands or responsible for managing resources within the area, the authorized officer shall close allotments or portions of allotments to grazing by any kind of livestock or modify authorized grazing use."

Emergency Stabilization and Rehabilitation plans have been completed specifying areas that will be aerial and drill seeded as well as other rehabilitation measures to stabilize soils, along with potential new temporary fencing.

Interim Management for those allotments closed to livestock grazing

Although the burned areas will be closed to livestock grazing, trailing would be authorized across burned areas in the allotments. Livestock would be allowed to trail across the burned areas to move between open areas as needed. Livestock would be allowed overnight stops at or around water sources if trailing over long distances. The permittee would be required to monitor burned areas while using adjacent unburned pastures, with all livestock found in the burned areas promptly removed.

Monitoring and Rehabilitation Objectives

After fire affects a landscape, certain rehabilitation objectives need to be met before livestock grazing can resume at pre-burn levels. The BLM will be establishing these rehabilitation objectives for the treatment areas. A monitoring program will be put into place to observe certain characteristics in the plant community to keep record of the recovery process. Factors such as the density of the plant community, the diversity of species establishing, the overall growth response after the fire, plant cover and related soil stability will be monitored.

For example, a common objective the BLM has applied is a minimum of three perennial grass species per square meter rooted firmly in the soil with consideration to site selection factors such as soils, topography, amount of annual grasses, and the potential for seedling or native release establishment.

Monitoring sites will be selected to adequately monitor the effects of the fire and post burn recovery. Monitoring will be conducted in the allotment within the burned area, and comparison areas outside the burned area, when appropriate. Generally, monitoring information will be collected after the end of the growing season.

The 2017 fires may have substantially affected bitterbrush communities. Bitterbrush will be drill seeded across much of the higher elevations. Objectives will be developed and monitoring data will be collected and analyzed to determine when livestock grazing can resume. Monitoring will ensure that the plants are allowed sufficient time to grow so that grazing use will not impact their ability to continue to recover over time. Literature indicates that bitterbrush seed production occurs on second-year or older woody stems. However, seed production could be negatively affected for up to 10 years on plants that burned and have re-sprouted. Depending on variable environmental conditions, seedlings that germinate after a fire or survive a fire could also take up to 8 to 10 years before they produce seed as mature plants. It is important that bitterbrush plants acquire third-year woody leader stems before grazing can resume to the previous levels authorized through the existing land use plan objectives (typically a total of 45% utilization of current year's growth). Providing for the presence of third-year woody leader stems helps ensure that any utilization which occurs following re-opening to livestock grazing takes place primarily on current year's growth and does not result in reduction in the plant's ability to continue attaining the stature and age necessary to successfully produce seed. However, livestock generally do not start grazing bitterbrush until late summer, after herbaceous species have cured, and as such livestock grazing may be authorized in the spring and early summer months before the third year provided that other reestablishment criteria have been met and the use does not negatively impact bitterbrush establishment. Long-term maintenance of bitterbrush will ensure establishment of a browse species that provides wildlife habitat cover and forage diversity and ecological site dynamics on affected sites.

Aspen objectives will be in accordance with the December 2002 Aspen Management Guidelines for BLM Land in North-Central Nevada for the belt transect sampling technique. This technique consists of a 2x30 meter belt transect sample(s) of aspen suckers/saplings should average at least 1,500 stems per acre averaging at least seven feet in height. Consideration will be given to site selection factors such as soils, topography, density of residual tress, age of suckers/saplings, and the potential of root sprout development.

If you have any comments that would help in the development of an interim grazing plan for these allotments or questions concerning the development of the fire closure decision, please submit them in writing to this office, Attention: Field Manager, within fifteen days of the date of this letter. If you have any questions or concerns, please call (775)753-0200.

Sincerely,



Jill C. Silvey
Elko District Manager

Enclosures: As stated above

Cc:

25 Ranch LLC
Barrick Cortez, Inc. /Barrick Nevada Ranches
Bureau of Land Management, Humboldt River Field Office
Dawley Creek Ranch LP
Dean & Sharon Rhoads
ELLC Grazing Membership LLC Attn: Jeff White
Ellison Ranching Company
Mori Ranches LLC
Oro Vaca, Inc.
Rabbit Creek Ranch, LLC
South Fork Livestock Partnership
Susan Kennedy
Tomera Ranches Inc., Stonehouse Division
Karl U. & Patricia M. Bedke
Cross Ranch Grazing LLC
Eureka Livestock LLC
Trout Creek Ranches LLC
Wahoo Ranch LLC
WBP Ranch LLC
Winecup Ranch LLC
Winecup-Gamble LLC
26 Ranch, Inc.
Agri Beef Co. (Idaho)
American Ag Credit Raymond Connelly
American Farm Mortgage
Barbara Warner
Barrick Goldstrike Mines, Inc. Attn: Bob Brock
Barrick Nevada Ranches Attn: Doug Groves
Brough Partnership C/O Wilde Brough
Carl Slagowski
Chambers Law Office, PC Attn: Phil Chambers
Conagra Beef Company, Monfort Finance Co. Attn: Lois Pringle
Congressman Mark Amodei Attn: Martin Paris, Rural Representative
Connie J. Cunningham
Craig C. Downer
Eastern Nevada Landscape Coalition Attn: Betsy MacFarlane
Elias F. Goicoechea Family Trust
Elko County Board of County Commissioners
Eureka County Department of Natural Resources
Eureka County District Attorney Attn: Theodore Beutel
Farm Credit Services of the Mountain Plains Attn: Daryl Nielsen
Friends of Nevada Wilderness
Gregg Simonds
Hall and Hall Mortgage Corporation
IL Ranch
In Defense of Animals Attn: Suzanne Roy, Program Director

Jerry Todd
 Jim Baumann
 Jim West
 John Ross
 Jon Marvel
 Karen Klitz
 Kathy Gregg
 Ken Conley
 Lander County Board of County Commissioners
 Laurel Marshall
 Lenny Fiorenzi
 Martha P. Hoots
 Mike Marvel
 Natural Resources Management Advisory Commission Attn: John Baldwin
 Nevada Cattlemen's Association
 Nevada Department of Agriculture Attn: David Voth, Rangeland Health Program Manager
 Nevada Department of Wildlife Attn: Caleb McAdoo
 Nevada State Clearing House, Department of Administration
 Northwest Farm Credit Services
 Prudential Mortgage Capital Company LLC
 Rafter Diamond Ranch Attn: Julian C. Smith Jr.
 Resource Concepts, Inc. C/O John L. McLain
 Return to Freedom, American Wild Horse Sanctuary
 Steve Foree
 Sustainable Grazing Coalition Attn: Richard A Orr
 The Cloud Foundation
 Theresa Minolitti
 U.S. Fish & Wildlife Service Attn: Carolyn Swed
 U.S. Senator Dean Heller Attn: Ashley Carrigan
 USFS Mountain City Ranger District Attn: District Ranger
 Western Ag Credit
 Western Watersheds Project C/O Paul Ruprecht
 Wild Horse Sanctuary Attn: Dianne Nelson
 Wildlands Defense Attn: Katie Fite
 Y2 Consultants Attn: Brenda Younkin
 Zions First National Bank

Appendix 1

Tuscarora Field Office 2017 Fires, Affected Allotments, Permittees and Suspended AUMs

Fire	Allotment	Permittees	Suspended AUMS
Blackpoint	Andrae	Ellison Ranching Company	1,611
	Cornucopia	ELLC Grazing Membership LLC	1,342
Cole Creek	Pine Mountain	Tomera Ranches Inc. Stonehouse Division	388
Cottonwood	South Buckhorn	Barrick Cortez, Inc.	1,024
Midas	Little Humboldt	Oro Vaca, Inc.	27
Oil Well	Adobe Hills	Rabbit Creek Ranch LLC	83
	White Rock	Dawley Creek Ranch LP	227
Rabbit Creek	Hog Tommy	Susan Kennedy	210
Red Springs	Crane Springs	South Fork Livestock Partnership	341
Roosters Comb	Twenty Five	25 Ranch LLC	9,257
	Boulder Field	Dean and Sharon Rhoads	561
SnowStorm	Owyhee	ELLC Grazing Membership LLC	8,165
	Spanish Ranch	Ellison Ranching Company	3,078
	Little Humboldt	Oro Vaca, Inc.	935

Appendix 2

Wells Field Office 2017 Fires, Affected Allotments, Permittees and Suspended AUMs

Fire	Allotment	Permittees	Suspended AUMS
Dry Gulch/Delano	Gamble Individual	Winecup Gamble, LLC	4,958
Tabor Flats	Devils Gate	Wahoo Ranch, LLC	129
	Deeth	Cross Ranch, LLC	1,153
	Deeth	Cross Ranch, LLC	1,305
Pole Creek	Deeth	Cross Ranch, LLC	145
	Pole Creek	Cross Ranch, LLC	42
	Pole Creek	Eureka Livestock LLC	3
Dry Gulch	Little Goose Creek	Winecup Ranch LLC	2,057
	Bluff Creek	Trout Creek Ranch LLC	1,330
Piney	Big Bend	Grande Ranch LLC	208
	Big Bend	WBP Ranch LLC	168
	Big Bend	Karl U. & Patricia M. Bedke	4