

LANDER COUNTY, NEVADA

PROCLAMATION NO. 2019-03

**NATIONAL RADON ACTION MONTH
JANUARY 2020**

WHEREAS, many Lander County residents don't know about radon, yet need to know for the safety and health of their families, as radon is a colorless, odorless, naturally occurring radioactive gas that is the primary cause of lung cancer among nonsmokers and the second leading cause of lung cancer for smokers; and

WHEREAS, the U.S. Environmental Protection Agency (EPA) estimates 21,000 people in the U.S. die each year from lung cancer caused by indoor radon exposure, and lung and bronchus cancer kills more people in a year than any other cancer; and

WHEREAS, radon kills more people than secondhand smoke, drunk driving and home fires combined; and

WHEREAS, any home in Lander County may have elevated levels of radon, even if neighboring homes do not, and living in a home with an average radon level of 4 picocuries per liter of air poses a similar risk of developing lung cancer as smoking half a pack of cigarettes a day; and

WHEREAS, testing is the only way to know if a home has an elevated radon level, and testing is easy and inexpensive, and when identified, homes can be fixed; and

WHEREAS, University of Nevada, Reno Extension's Nevada Radon Education Program, the Nevada Division of Public and Behavioral Health, and the EPA support efforts to encourage all Lander County residents to test their homes for radon, mitigate elevated levels of radon, and have new homes built with radon-reducing materials and features.

THEREFORE, the Lander County Commissioners, do hereby proclaim January 2020, as National Radon Action Month in Lander County.

Passed, Approved, and Adopted this ____ day of December, 2019.

THOSE VOTING AYE:

Patsy Waits, Chair

Kathy Ancho, Vice Chair

Art Clark III

Judie Allan

Bryan Sparks

THOSE VOTING NAY:

THOSE ABSTAINED/ABSENT:

PATSY WAITS, CHAIR

OR

KATHY ANCHO, VICE-CHAIR

LANDER COUNTY BOARD OF COMMISSIONERS

ATTEST: _____
LANDER COUNTY CLERK

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

December 13, 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 December 13, 2018 Agenda Notice

*(2) Approval of November 8, 2018 Meeting Minutes

*(3) Approval of November 29, 2018 Meeting Minutes

*(4) Approval of the Payment of Bills

*(5) Approval of Payroll Change Requests

COMMISSIONERS

- * (1) Discussion for possible action regarding the FY 2017/2018 Audit, and all other matters properly related thereto.

Public Comment

- * (2) Discussion and possible action regarding a reconciliation of the FY2017/2018 District Court budget with the Eleventh Judicial District Court, and all other matters properly related thereto.

Public Comment

- * (3) Discussion and possible action to approve/disapprove Proclamation 2018-06 from the Lander County UNCE National Radon Action Month January 2019, and all other matters properly related thereto.

Public Comment

- * (4) Discussion and possible action to approve/disapprove a medical marijuana cultivation facility license, a medical marijuana production facility license, a recreational marijuana cultivation facility license and a recreational marijuana production facility license to Rural Remedies DBA Doc's Apothecary, a pre-qualified applicant located in southern Lander County, and all other matters properly related thereto.

Public Comment

- * (5) Discussion and possible action to approve the proper compensation of all applicable employees of Lander County who observed the "Day of Mourning" declared by the President of the United States on December 5, 2018; further, to make sure we are in compliance with the Union Contract, and all other matters properly related thereto.

Public Comment

AIRPORT

- * (6) Discussion and possible action regarding the hangers at the Battle Mountain Airport and to set a monthly amount to charge for rental of said facilities, and all other matters properly related thereto.

*Public Comment****BOARD APPOINTMENTS***

- *(7) Discussion and possible action to appoint two individuals as trustees to fill two vacancies on the Battle Mountain Hospital Board, seat D and seat E, both at large. The following applicants are up for consideration with recommendation designation attached to two applicants as being the choice of the Battle Mountain General Hospital Board of trustees after interviews:

1. Spencer Roberts-recommended by Board of Trustees;
2. James Holland-recommend by Board of Trustees;
3. Earl Cassorla;
4. Linda Lauritzen;
5. Wendy Naveran;
6. Maria B. Cardenas;
7. Kathleen Conner;
8. Lisa Andre-did not interview;
9. Jean Ingram-did not interview;
10. Claudio T. Cardoza-did not interview;

and all other matters properly related thereto.

*Public Comment****PUBLIC WORKS***

- *(8) Discussion and possible action to approve/disapprove the recommendation for Award of Bid to Hunewill for Northwest Water Main Loop & Gravity Sewer Main 2018 Project in an amount not to exceed \$3,094,570.00, and all other matters properly related thereto.

*Public Comment****COMMISSIONERS***

- *(9) Discussion only regarding the posted speed limit on Muleshoe Road in Battle Mountain, Nevada, and all other matters properly related thereto.

Public Comment

- *(10) Discussion and possible action to approve/disapprove the production of a proclamation for Lander County in support of the 2nd Amendment, and all other matters properly related thereto.

Public Comment

- *(11) Discussion and possible action to approve/disapprove a job description and funding for a paid Fire Chief/Safety Training position for all Lander County Fire Departments, and all other matters properly related thereto.

Public Comment

- *(12) Discussion and possible action to approve/disapprove the Collective Bargaining Agreements, and all other matters properly related thereto.

Public Comment

***CORRESPONDENCE**

- *(13) 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 Manager 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)

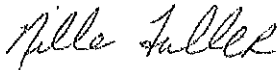
Keith Westengard, Lander County Manager of said Lander County, Nevada, being duly sworn, says, that on the 7th day of December, 2018, he posted a notice, of which the attached is a copy, at the following places: 1) Battle Mountain Civic Center, 2) Battle Mountain Post Office, 3) Lander County Courthouse, 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 Manager



Subscribed and sworn to before me this 7th day of December, 2018

Witness



Name of Agenda: Lander County Board of Commissioners

Date of Meeting: December 13, 2018

1 COMMISSIONER BAKKER: Or -- yeah. Ke- --
2 CHAIRMAN MILLS: -- he'll --
3 COMMISSIONER BAKKER: -- Keith --
4 CHAIRMAN MILLS: -- he'll take care --
5 COMMISSIONER BAKKER: -- can --
6 CHAIRMAN MILLS: -- of it.
7 COMMISSIONER BAKKER: -- turn it in. Or Baldini can --
8 UNIDENTIFIED PARTICIPANT: We'll take care --
9 COMMISSIONER BAKKER: -- turn it in to --
10 UNIDENTIFIED PARTICIPANT: -- of it.
11 COMMISSIONER BAKKER: -- Justi --
12 UNIDENTIFIED PARTICIPANT: Yeah.
13 COMMISSIONER BAKKER: So awesome, guys.
14 CHAIRMAN MILLS: Okay.
15 COMMISSIONER BAKKER: Thank you.
16 CHAIRMAN MILLS: Appreciate it. Thank you --
17 COMMISSIONER BAKKER: Appreciate it.
18 CHAIRMAN MILLS: -- very much.
19 JUDGE JIM SHIRLEY: All right.
20 CHAIRMAN MILLS: Do we have any public comment on that
21 before we move on?
22 KEITH WESTENGARD: (Indiscernible.)
23 Thanks, Dan.
24
25 3) Discussion and possible action to approve/disapprove
26 Proclamation 2018-06 from the Lander County UNCE National
27 Radon Action Month January 2019, and all other matters
28 properly related thereto.
29
30 CHAIRMAN MILLS: Okay. Moving on to Item Number 3.
31 Discussion and possible action to approve/disapprove
32 Proclamation 2018-06 from the Lander County UNCE National Ra- --
33 Radon Action Month January 2019, and all other matters properly
34 related thereto.
35 SHANNON BERUMEN: Good morning.
36 CHAIRMAN MILLS: Good morning.
37 COMMISSIONER ALLAN: Good morning, Shannon.
38 COMMISSIONER WAITS: Good morning, Shannon.
39 SHANNON BERUMEN: Shannon --
40 COMMISSIONER BAKKER: Good morning.

1 SHANNON BERUMEN: -- Berumen with the Lander County
2 Cooperative Extension Office.
3 I didn't know if you wanted to read the proclamation or
4 listen to the little presentation there is. And I can -- I have
5 some handouts for you too.
6 So whatever you'd prefer to do first.
7 COMMISSIONER WAITS: Well, we have to read it into the
8 record, but --
9 SHANNON BERUMEN: Right.
10 CHAIRMAN MILLS: Yeah.
11 SHANNON BERUMEN: I didn't know if you wanted to do that
12 first or --
13 COMMISSIONER WAITS: Oh. No.
14 SHANNON BERUMEN: It might --
15 COMMISSIONER WAITS: Let's --
16 SHANNON BERUMEN: Okay.
17 CHAIRMAN MILLS: No. We'll do --
18 COMMISSIONER WAITS: Not --
19 CHAIRMAN MILLS: -- that --
20 COMMISSIONER WAITS: -- necessary. We can wait.
21 CHAIRMAN MILLS: -- at the end.
22 SHANNON BERUMEN: Okay. So the information I'm handing you
23 is the --
24 COMMISSIONER ALLAN: Thank you.
25 SHANNON BERUMEN: -- current updated information for our
26 county and the current pamphlet on radon with some updates in
27 there.
28 It also has our map for our county in there -- oops --
29 COMMISSIONER BAKKER: You're good.
30 SHANNON BERUMEN: -- for the radon potential by our zip
31 codes.
32 There you go.
33 COMMISSIONER BAKKER: Did you fax one of these to Austin?
34 KEITH WESTENGARD: We can. Yeah.
35 COMMISSIONER BAKKER: I think that'd be a good idea.
36 KEITH WESTENGARD: I --
37 SHANNON BERUMEN: I can actually --
38 KEITH WESTENGARD: -- I'll take care of it.
39 SHANNON BERUMEN: -- email it to them if you'd like me to.
40 KEITH WESTENGARD: Oh, what -- no, they --

1 SHANNON BERUMEN: (Indiscernible.)
2 KEITH WESTENGARD: -- need it real quick.
3 COMMISSIONER BAKKER: Okay.
4 KEITH WESTENGARD: (Indiscernible.)
5 COMMISSIONER BAKKER: It just seems -- and once Austin gets
6 it -- because Austin's more in the red than northern.
7 COMMISSIONER WAITS: We don't get it timely for the
8 meeting, but we always get all of the information.
9 COMMISSIONER BAKKER: Okay.
10 COMMISSIONER WAITS: Yeah. With -- with lots of other
11 things and the testing kits and everything. So --
12 COMMISSIONER BAKKER: Okay.
13 SHANNON BERUMEN: Right.
14 COMMISSIONER WAITS: -- even though we don't have it right
15 this minute for them to reference, they're taken care --
16 SHANNON BERUMEN: Right.
17 COMMISSIONER WAITS: -- of.
18 SHANNON BERUMEN: Yeah.
19 So just in general -- again, so the pamphlet is just some
20 general information about radon. And -- and there is a radon test
21 kit for a free test kit on the back of it.
22 I do have a little table set up out front, for the public and
23 for anybody else that has some radon information on it and this
24 pamphlet.
25 The free test kits will begin January 1st and go through
26 February 28th.
27 So we're hoping to get an increase in the number of tests --
28 valid tests that we get accomplished in our county.
29 There is an update on the bottom of the map for the testing
30 that was done that were valid.
31 I do want to mention real quick that the information provided
32 here is for residential buildings only. So homes only.
33 The -- this data does not include any of the buildings that
34 were done that are public buildings. So just so you know.
35 Because I know, you know, some people may see that and so, hey,
36 wait. I know my test was lower than that or higher than that or
37 whatever. So just so you -- so that's made clear.
38 The other sheet I provided was just the impact data of our
39 education that the cooperative extension does with the comparison
40 of other counties. And I -- I thought it would just be of

1 interest to you guys so that you guys could see the different
2 levels in different counties and -- and kind of where our county
3 compares.

4 I also wanted to point out that it does show that there have
5 been two mitigations done in our county. One was in Austin and
6 one was in Battle Mountain.

7 They couldn't tell me specific information about, you know,
8 what street or the home or anything like that. But there was two
9 of those.

10 And then there was one home built in Battle Mountain with
11 the radon-resistant, new construction when it was built. But
12 that was back in 2008 that it was built.

13 So that -- that county comparison is there for you to review.

14 And then I just wanted to show you the little PSA that will
15 be coming out. Sometimes we -- with so many cable channels and
16 satellite dishes that we don't see the basic television channels.
17 So I was just going to play the Cooperative Extension one. And --

18 It's a little dramatic, but it's only 29 seconds. So --
19 (Indiscernible.)

20 COUNTY CLERK SULLIVAN: I don't know if we've had
21 (indiscernible) through that. (Indiscernible.)

22 COMMISSIONER BAKKER: Got to turn the volume up on the --

23 SHANNON BERUMEN: There.

24 COMMISSIONER BAKKER: Yeah.

25 VIDEO NARRATOR: A killer could be in your home,
26 threatening your family, and you wouldn't even know it.

27 That killer is radon: an odorless, colorless, and naturally
28 occurring radioactive gas.

29 It's the number one cause of lung cancer in nonsmokers.

30 Go with a simple test. Radon problems can be detected,
31 fixed, and your family protected. Call, click, or stop by one
32 of our offices for your radon test kit.

33 Radon is a health risk that's preventable so test for it
34 today.

35 SHANNON BERUMEN: Okay.

36 COMMISSIONER CLARK: Very interesting.

37 SHANNON BERUMEN: Any questions? Or --

38 COMMISSIONER WAITS: I do have one.

39 So if -- if you test and it's clear, is there -- I mean, is
40 it always clear? Or does radon have a way of seeping in from

1 somewhere else and -- and coming in?
2 I mean, as far as the ground, it's either there or it's not
3 there.
4 SHANNON BERUMEN: Well, it depends on the time of the year
5 too that you test.
6 So you may test in one part of the year and try to keep those
7 closed house conditions and -- and the level may be lower or
8 higher depending upon the time of the year, the weather outside.
9 So there are -- are other factors.
10 But, in general, if you ha- -- place a radon test and it's --
11 and it's on, you know, below the 4 picocuries per liter, for an
12 action level, then most of the -- most of the times that test will
13 stay low all the time.
14 COMMISSIONER WAITS: Okay. And I know it varies like if
15 you did, like, a back bedroom, for example, versus the front
16 bedroom, that type of thing.
17 So you --
18 SHANNON BERUMEN: Yes.
19 COMMISSIONER WAITS: -- encourage people that did it before
20 to still do it again in maybe a different room or something.
21 SHANNON BERUMEN: They can.
22 So it can vary per room. It just depends. And the -- the
23 ideal thing is that they want you to test the most lived in room
24 of your home. So if you're in your bedroom the most, test that.
25 If you're in your living room the most, test that.
26 And they don't necessarily want you to test rooms that you
27 don't, you know -- like you don't sit in your basement if it's not
28 a livable basement, you know, things like that.
29 But you can retest another room in your home if you choose to
30 just --
31 COMMISSIONER WAITS: Yeah. I --
32 SHANNON BERUMEN: -- to --
33 COMMISSIONER WAITS: -- just --
34 SHANNON BERUMEN: -- make sure.
35 COMMISSIONER WAITS: -- wondered if you wanted to --
36 SHANNON BERUMEN: Yeah.
37 COMMISSIONER WAITS: -- encourage people to do it again
38 that had done it before.
39 That was all.
40 SHANNON BERUMEN: Yeah. They can.

1 COMMISSIONER WAITS: Okay.

2 SHANNON BERUMEN: Yes. Absolutely.

3 COMMISSIONER WAITS: Thank you.

4 COMMISSIONER ALLAN: So I'll make a motion that we approve
5 Proclamation 2018-06. Lander County Nevada Proclamation Number
6 2018-06 National Radon Action Month January 2019.

7 Whereas many Lander County residents don't know about radon
8 yet need to know for the safety and health of their families as
9 radon is -- radon is a colorless, odorless, naturally occurring
10 radioactive gas that is the primary cause of lung cancer among
11 nonsmokers, the second-leading cause of lung cancer for smokers.

12 And whereas the U.S. EPA estimates 21,000 people in the
13 U.S. die each year from lung cancer caused by indoor radon
14 exposure. And lung and bronchus cancer kills more people in a
15 year than any other cancer.

16 And whereas radon kills more people than secondhand smoke,
17 drunk driving, choking, drowning, or home fires, and whereas any
18 home in Lander County may have elevated levels of radon even if
19 neighboring homes do not, and living in a home with an average
20 radon level of 4 picocuries per liter of air poses a similar
21 risk of developing lung cancer as smoking half a pack of
22 cigarettes a day.

23 And whereas testing is the only way to know if a home has an
24 elevated radon level, and testing is easy and inexpensive. And
25 when identified, homes can be fixed.

26 And whereas University of Nevada's Cooperative Extension, the
27 Nevada Division of Public and Behavioral Health, and the U.S.
28 Environmental Protection Agency support efforts to encourage all
29 Lander County residents to test their homes for radon, mitigate
30 elevated levels of radon, and have new homes built with
31 radon-reducing materials and features.

32 Therefore, the Lander C- -- Lander County Commissioners do
33 hereby proclaim January 2019 as National Radon Action Month in
34 Lander County.

35 Passed, approved, and adopted this 13th day of December 2018.

36 COMMISSIONER BAKKER: Second.

37 CHAIRMAN MILLS: Okay. Judie made a motion. Sean
38 seconded.

39 Do we have any public comment?

40 (No comment.)

1 CHAIRMAN MILLS: All in favor?
2 COMMISSIONER BAKKER: Aye.
3 CHAIRMAN MILLS: Aye.
4 COMMISSIONER ALLAN: Aye.
5 COMMISSIONER WAITS: Aye.
6 COMMISSIONER CLARK: Aye.
7 COMMISSIONER BAKKER: Thanks, --
8 SHANNON BERUMEN: Thank you.
9 COMMISSIONER BAKKER: -- Shannon.
10 CHAIRMAN MILLS: Okay.
11 COMMISSIONER WAITS: Thank you.
12 CHAIRMAN MILLS: Thank you.
13

- 14 4) Discussion and possible action to approve/disapprove a
15 medical marijuana cultivation facility license, a medical
16 marijuana production facility license, a recreational
17 marijuana cultivation facility license, and a recreational
18 marijuana production facility license to Rural Remedies, dba
19 Doc's Apothecary, a prequalified applicant located in
20 southern Lander County, and all other matters properly
21 related thereto.
22

23 CHAIRMAN MILLS: Okay. Item 4.

24 Discussion and possible action to approve/disapprove a
25 medical marijuana cultivation facility license, a medical
26 marijuana production facility license, a recreational marijuana
27 cultivation facility license, and a recreation marijuana
28 production facility license to Rural Remedies, dba Doc's
29 Apothecary, a prequalified applicant located in southern Lander
30 County, and all other matters properly related thereto.

31 KEITH WESTENGARD: So this -- this has gone through the
32 process. Everything's been reviewed and in compliance with what
33 the county has in place.

34 And we're just asking for approval and signature per their
35 license.

36 COMMISSIONER BAKKER: Okay.

37 COMMISSIONER WAITS: I do have a question. It was probably
38 in the last one. Because when we did this before in Battle
39 Mountain, we did conditions on it.

40 Of course we had some of our public that asked them to move

Lander County Commissioners Meeting

December 19, 2019

Agenda Item Number __9__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

COUNTY MANAGER: Discussion and information regarding a financial update and direction for the FY 2020/2021 Budget, presented by Cindy Benson, Lander County Fiscal Officer.

Public Comment:

Background:

Recommended action:

AGENDA REQUEST FORM

MEETING DATE: December 19, 2019

NAME: Cindy Benson

ADDRESS: 50 State Route 305

PHONE (H): _____ WORK: 775-635-2573 FAX: 775-635-9256

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: 775-635-2573

WHO WILL BE ATTENDING THE MEETING: Cindy Benson

JOB TITLE: Fiscal Officer

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: Finance Update and Direction for the FY20/21 Budget

WHAT ACTION WOULD YOU LIKE THE BOARD TO TAKE TO RESOLVE THIS ISSUE?

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST? YES _____ NO X

AMOUNT: _____

HAS THIS ISSUE BEEN DISCUSSED AT A PRIOR COMMISSION MEETING? YES _____ NO X

WHEN? _____

WILL YOU BE PRESENTING WRITTEN INFORMATION AT THE MEETING? YES X NO _____

HAVE YOU DISCUSSED THIS ISSUE WITH THE AFFECTED DEPT HEAD? YES X NO _____

FOR REVIEW BY:

CLERK _____	SHERIFF _____	JUSTICE COURT _____
ASSESSOR _____	WELFARE _____	DISTRICT ATTORNEY _____
BUILDING _____	PLANNING DEPT. _____	TREASURER _____
AIRPORT _____	FINANCE DEPT. <u>X</u>	SWIM. POOL _____
ROAD & BRIDGE _____	RECORDER _____	HOSPITAL _____
EXEC DIRECTOR <u>X</u>	WATER & SEWER _____	CIVIC CENTER _____
FAIR & REC. _____	GOLF COURSE _____	COMMISSIONERS _____

THE EXECUTIVE DIRECTOR RESERVES THE RIGHT TO REJECT OR RECOMMEND TABLING ALL AGENDA REQUESTS FOR INSUFFICIENT INFORMATION.

ALL INFORMATION STATED IS CORRECT AND TRUE TO MY KNOWLEDGE.

SIGNATURE: Cindy Benson

Lander County Finance Department
Cindy Benson Fiscal Officer



December 19, 2019

1) FAA Grants received for FY19/20-Battle Mountain are:

\$56,948.12 for the Reconstruction Apron – Design Grant

FAA Grants received for FY19/20-Austin are:

\$40,379.95 for the Rehabilitate Access Road – Design Only Grant

2) I would like to ask the Board of Commissioners what direction they would like me to take in preparing the FY20/21 budget.



LURA DUVALL
Lander County Assessor
50 State Route 305
Battle Mountain, NV 89820
(775) 635-2610 • Fax: (775) 635-5520
assessor@landercountynv.org

12/02/2019

Cindy Benson
Finance Director
50 State Route 305
Battle Mountain, NV 89820

Dear Cindy:

I, Lura Duvall, Lander County Assessor, hereby grant \$100,000, to transfer from the Assessor Technology Fund, (300-068-59045), to the General Fund, (001-005-59205).

The purpose of this transfer is due to excess funds not allocated and not needed for the fiscal year 2019/20.

A handwritten signature in cursive script that reads "Lura Duvall".

Lura Duvall
Lander County Assessor

Lander County Commissioners Meeting

December 19, 2019

Agenda Item Number __10__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

COUNTY MANAGER: For possible action, to accept or deny the fiscal year 2018/2019 audit report after a slide show presentation by CPA Chad B. Atkinson of Hinton Burdick CPA'S and advisors.

Public Comment:

Background: The fiscal year 18-19 audit is complete. The financial statements and reports are ready for commission review and approval for submission to the department of taxation in accordance with NRS.

Recommended action:



Lander County Commission Agenda Request Form

COMMISSIONER MEETING DATE 12/19/19

NAME: CHAD ATKINSON REPRESENTING: HINTONBURDICK CPAS & ADVISORS

ADDRESS: 590 WEST MESQUITE BLVD

PH: 888-566-1277 EXT 207

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS? SEE ABOVE

WHO WILL BE ATTENDING THE MEETING: CHAD ATKINSON

JOB TITLE: AUDIT PARTNER

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA:

PRESENT FY18-19 AUDIT RESULTS

BACKGROUND INFORMATION:

THE FISCAL YEAR 18-19 AUDIT IS COMPLETE. THE FINANCIAL STATEMENTS AND REPORTS ARE READY FOR COMMISSION REVIEW AND APPROVAL FOR SUBMISSION TO THE DEPARTMENT OF TAXATION IN ACCORDANCE WITH NRS.

WHAT ACTION WOULD YOU LIKE THE BOARD TO TAKE TO RESOLVE THIS ISSUE?

APPROVE THE FY18-19 AUDIT FOR SUBMISSION TO THE DEPARTMENT OF TAXATION

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST?

YES ___ NO X

AMOUNT \$ _____

HAS THIS ISSUE BEEN DISCUSSED AT A PRIOR COMMISSION MEETING?

YES ___ NO X
-

WHEN? _____

HAS THIS ISSUE BEEN REVIEWED AND APPROVED BY AFFECTED DEPT HEADS?

YES X NO ___

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

IS ALL THE BACK UP MATERIAL ATTACHED TO THIS AGENDA REQUEST?

YES X 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 ___

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:

Lander County Commission Agenda Request Form



SIGNATURE _____

12-12-19 _____

DATE

The Lander County Board of Commissioners meets the 2nd and 4th Thursday of each month



HINTONBURDICK
CPAs & ADVISORS

Lander County, Nevada Fiscal Year 2019 Audit Presentation

Presented by
HintonBurdick CPAs and Advisors
December 2019

HintonBurdick.com

Preface

- Thanks to the County's staff
- Thanks to the contract accountants – Keddington & Christensen
- Letter of transmittal
- Management's discussion and analysis (MDA)

Audit Reports

- **Independent auditors report – page 1**
- **Report on Internal Controls over Financial Reporting and On Compliance – page 129**
 - Prior year audit findings – 2 cleared, 2 reissued
 - Current year audit findings – 3 new
- **Report on Compliance with Statutes and Administrative Code – page 131**
 - Prior year audit findings – 2 cleared, 1 reissued
 - Current year audit findings - none

Audit Reports

- **Report on Compliance for Each Major Program and on Internal Control over Compliance Required by Uniform Guidance – page 137**
 - Prior year audit findings – none
 - Current year audit findings – none

Findings and Recommendations

Internal Controls – Page 147

- 2019-001 Water Revenues and Collections
- 2019-002 Compensated Absence Payout Policy
- 2019-003 Credit Card Internal Controls
- 2017-005 Bank Reconciliation Timeliness
- 2016-003 Segregation of Duties in Small Departments

Findings and Recommendations

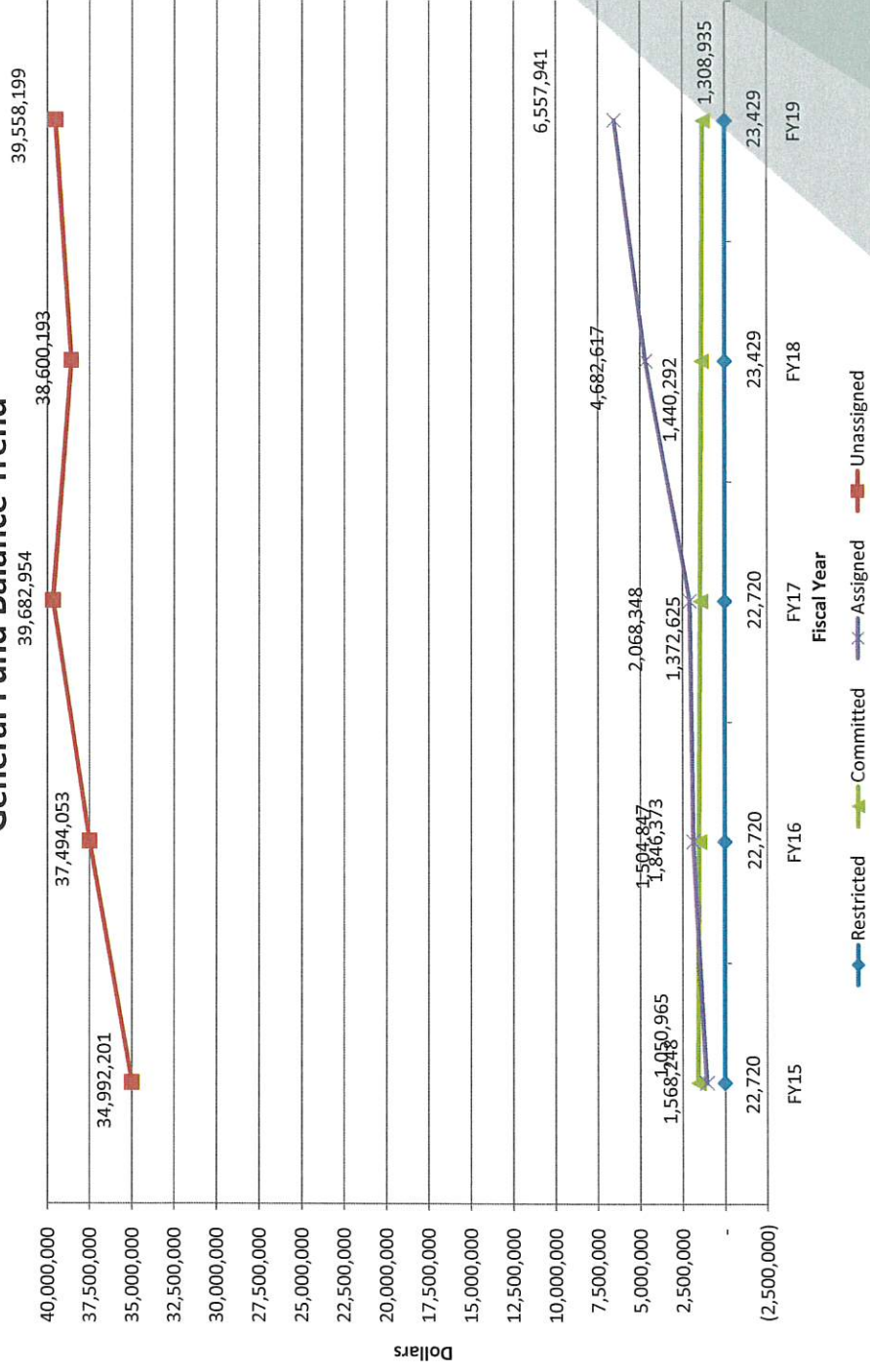
Compliance and Other Matters – Page 150

- 2017-005 Purchasing Requirements

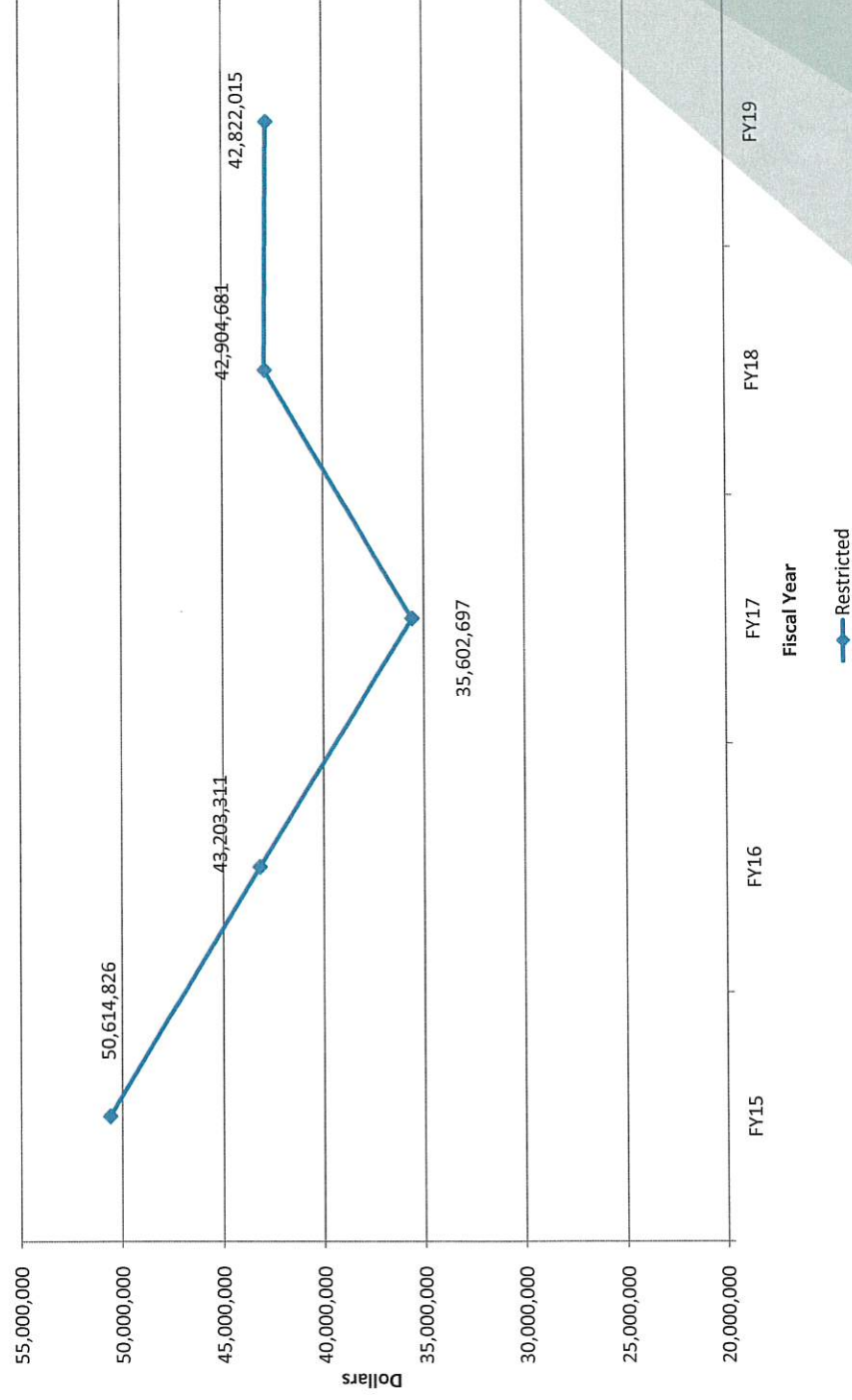
Financial Highlights

- Changes in fund balances - page 18
- Changes in net position – page 21
- Review of fund balance and net position
 - Assets – liabilities = fund balance or net position

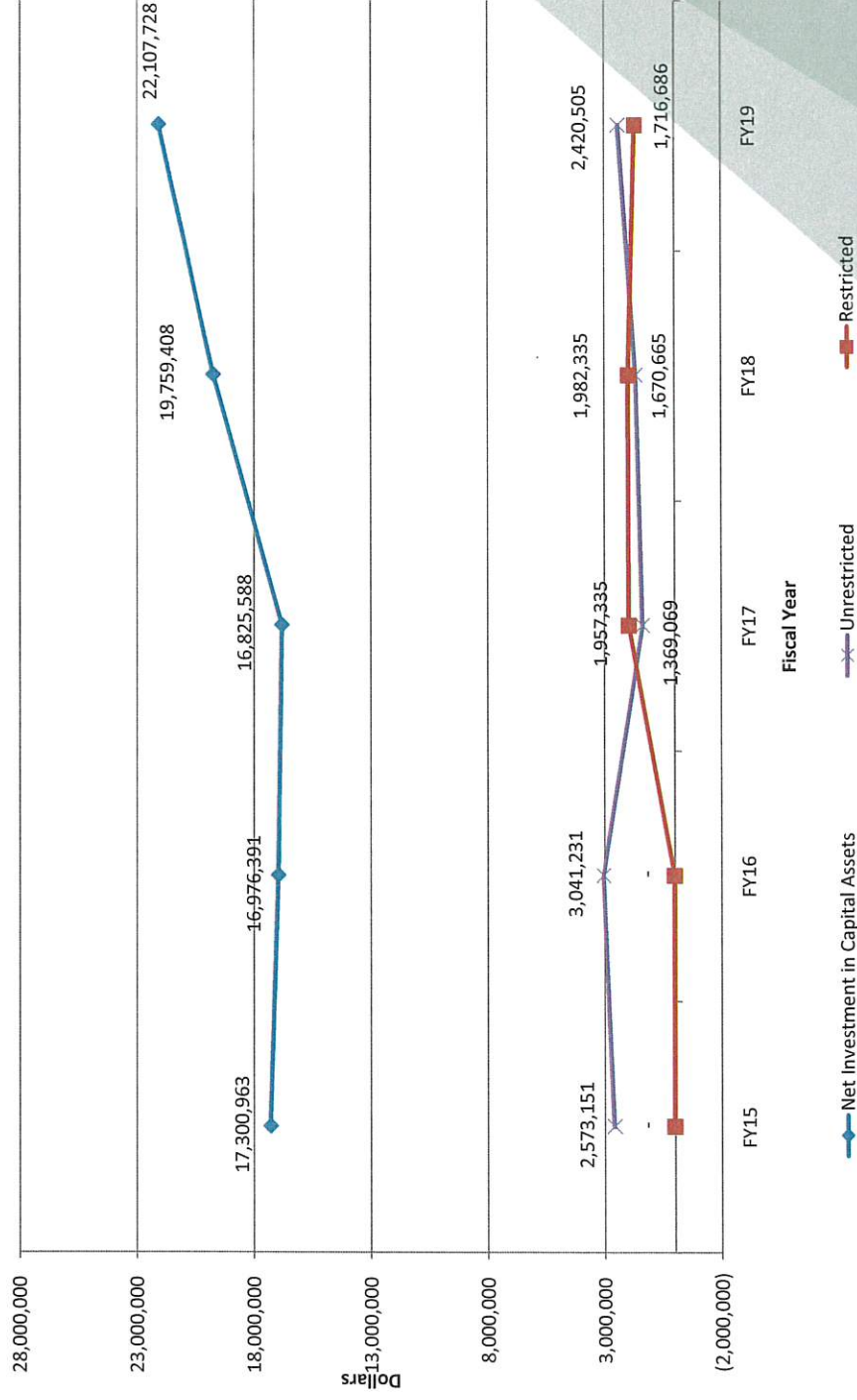
General Fund Balance Trend



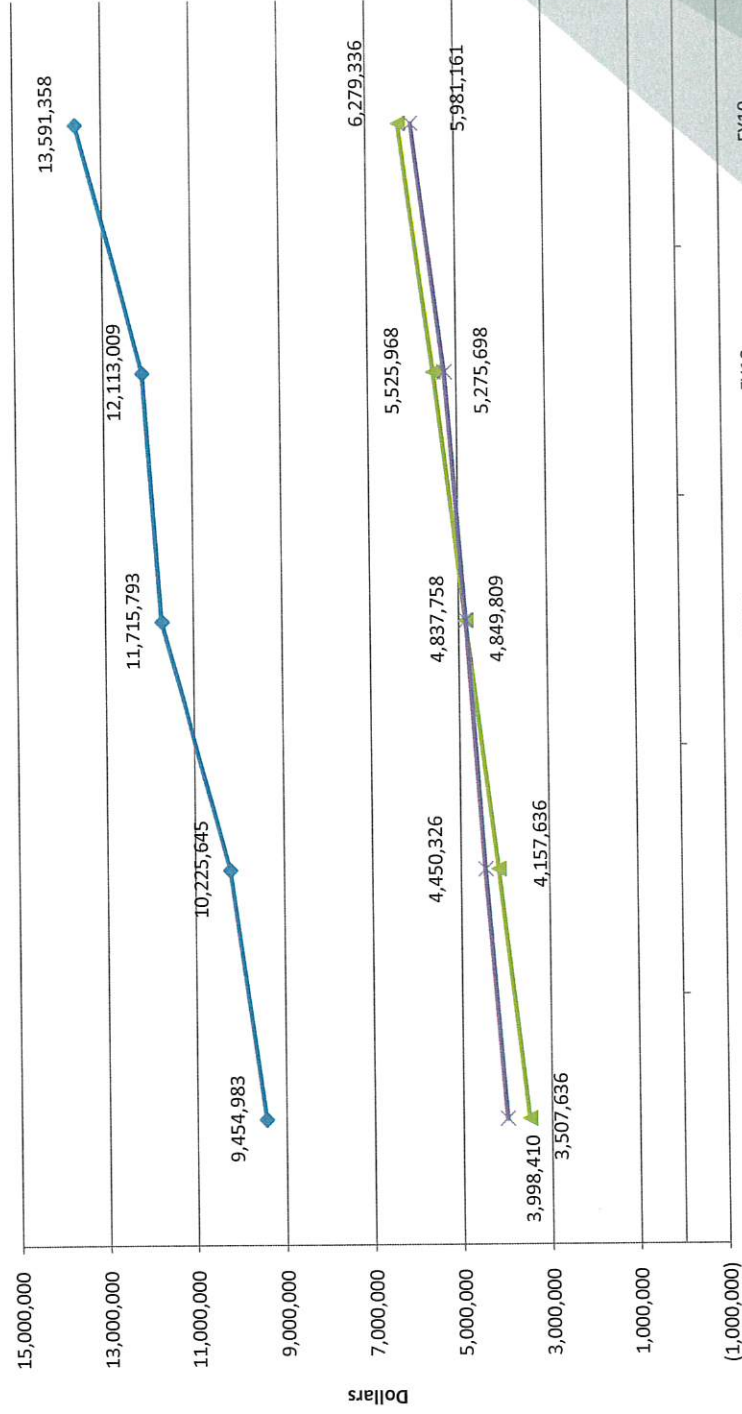
CCP (Construction of Capital Projects) Fund Balance Trend



Battle Mountain Water Net Position Trend



Battle Mountain Sewer Net Position Trend



Cash Balance Trends



Questions?

Chad B. Atkinson, CPA

Audit Partner

Office: (888) 566-1277 ext. 207

E-mail: catkinson@hintonburdick.com

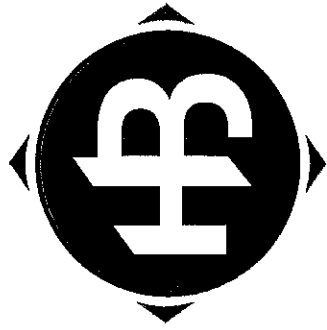
Or

Jeff Bauer, CPA

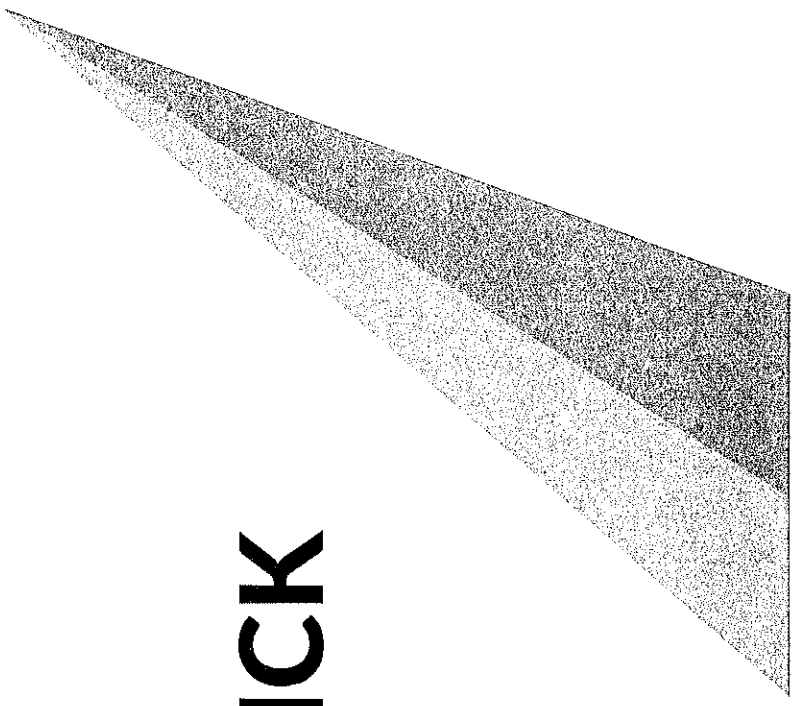
Audit Manager

Office: (888) 566-1277 ext. 254

E-mail: jbauer@hintonburdick.com



HINTONBURDICK
CPAs & ADVISORS ▶



Lander County Commissioners Meeting

December 19, 2019

Agenda Item Number __11__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

COUNTY MANAGER: For possible action, to approve/disapprove a closure of all Lander County buildings at 12:00 pm on December 24, 2019, with the exception of the Lander County Senior Centers, to close any time after 1:00 pm. This is not a dedicated holiday.

Public Comment:

Background:

Recommended action:

Lander County Commissioners Meeting

December 19, 2019

Agenda Item Number __12__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

COUNTY MANAGER: For possible action, approve/disapprove the modified Interstate Interlocal Contract between Lander County and the State of Nevada acting by and through its Department of Health and Human Services, Division of Health Care Financing and Policy and Division of Welfare and Supportive Services for medical assistance provided in Nevada under authority of Title XIX of the Social Security Act; contract without modifications having been previously approved on July 11, 2019, at a regularly scheduled Lander County Commissioner meeting. It is also requested to approve the chair or vice chair to sign.

Public Comment:

Background: Original Contract approved in July 2019. Only changes to the language on page 3 of 3.

Recommended action:

AGENDA REQUEST FORM



COMMISSIONER MEETING DATE: 12-19-19

NAME Sandi Smith REPRESENTING: Senior Center

ADDRESS: _____

PHONE(H): _____ (W): 635-5311 (FAX): 635-3116

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: _____

WHO WILL BE ATTENDING THE MEETING Sandi Smith
JOB TITLE Social Services

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: Approve/Disapprove
Interlocal Contract w/DHHS, DHCF for medical assistance
provided in Nevada under authority of Title XIX of the SSA

BACKGROUND INFORMATION approved in July but there was
some merge change in the contract, page 3 of 3

WHAT ACTION WOULD YOU LIKE THE BOARD TO TAKE TO RESOLVE THIS ISSUE? approve

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST: YES ___ NO ___

AMOUNT: _____

HAS THIS ISSUE BEEN DISCUSSED AT A PRIOR COMMISSION MEETING? YES X NO ___

WHEN? 7-11-19

HAS THIS ISSUE BEEN REVIEWED AND APPROVED BY AFFECTED DEPT HEADS YES ___ NO ___

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

IS ALL THE BACKUP MATERIAL ATTACHED TO THIS AGENDA REQUEST? YES X 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 X NO ___

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.

Sandi Smith by [signature]

DATE 12-10-19

BOARD MEETS THE 2ND AND 4TH THURSDAY OF EACH MONTH
COMMISSION FAX (775) 635-5332

New Contract

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
Division of Health Care Financing and Policy (DHCFP)
1100 East William Street
Carson City, Nevada 89701
(775) 684-3636**

And

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
Division of Welfare and Supportive Services (DWSS)
1470 College Parkway
Carson City, Nevada 89706
(775) 684-0650**

And

**LANDER COUNTY
Lander County Social Services
315 South Humboldt Street
Battle Mountain, NV 89820
775-635-2503**

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 (the County), hereinafter set forth are both necessary Division of Health Care Financing and Policy 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 retroactively July 1, 2019 to June 30, 2021 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 federal and/or State Legislature 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: BUSINESS ASSOCIATE ADDENDUM

7. CONSIDERATION. The County agrees to pay the DHCFP for the services set forth in paragraph (6) at a cost not to exceed eight (8) cents on each \$100 of assessed valuation of all taxable property as established by NRS 428.285 each year for the contract term. Any intervening end to a 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 State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal 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 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 a minimum 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. It is specifically agreed that reasonable attorneys' fees shall not exceed \$150 per hour.

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. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.

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, acts of public enemy, acts of terrorism, 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 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 exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada 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 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

Agency Signature

Date

Title

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF WELFARE AND SUPPORTIVE SERVICES

Steve H. Fisher

Date

Administrator, DWSS

Title

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF HEALTH CARE FINANCING AND POLICY

Suzanne Bierman, JD, MPH

Date

Administrator, DHCFP

Title

Richard Whitley, MS

Date

Director, DHHS

Title

Signature – Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On _____

(Date)

Approved as to form and compliance with law by:

Deputy Attorney General for Attorney General, State of Nevada

On _____

(Date)

ATTACHMENT A

COUNTY MATCH

SCOPE OF WORK

A. PURPOSE AND OBJECTIVES:

The Department of Health and Human Services is the designated “single State agency” responsible for medical assistance provided in Nevada under authority of Title XIX of the Social Security Act. The Division of Welfare and Supportive Services (DWSS) and the Division of Health Care Financing and Policy (DHCFP) are responsible for implementing the State Plan under Title XIX, pursuant to Title 42, Chapter IV, Subchapter C of the Code of Federal Regulations, and Chapter 422 of Nevada Revised Statutes (NRS).

This Interlocal Agreement authorizes the Division of Welfare and Supportive Services and the Division of Health Care Financing and Policy to provide the administrative services necessary to implement the program of medical assistance to individuals who meet financial and medical eligibility criteria as defined below and the County to provide the non-federal share to DHCFP for medical, administrative and transactions costs incurred as a result of this medical assistance program.

B. THE DIVISION OF WELFARE AND SUPPORTIVE SERVICES (DWSS) AGREES:

1. To determine Medicaid eligibility based on criteria established and set forth in the Division’s Title XIX State Plan and related policies and procedures. The criteria DWSS uses to determine eligibility includes a percentage of the Supplemental Security Income Federal Benefit Rate (SSI/FBR) prescribed annually by the Director. Eligible Medicaid recipients covered by this contract meet institutional level of care criteria and are provided with either institutional or community –based waiver services.
2. 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;
3. To provide a copy of newly approved applications, either by paper or an electronic PDF document, or provide electronic access to the necessary eligibility information the County may need.
4. To provide the Division of Welfare and Supportive Services’ hearing process to those individuals or their guardians/authorized representatives who disagree with the eligibility determination.

C. THE DIVISION OF HEALTH CARE FINANCING AND POLICY (DHCFP) AGREES;

1. To process claims for medical services through the Medicaid fiscal agent;
2. To reimburse qualified providers for services covered in the Medicaid State Plan at the same rate as for all Medicaid patients;
3. To resolve provider inquiries and complaints regarding reimbursement;
4. To process patient liability for hospital and/or nursing home costs as determined by DWSS and to apply cost avoidance claims processing procedures when third party liability has been established;

5. To invoice the County retrospectively, on a monthly basis for the non federal share of Medicaid costs, based on actual expenditures as determined by the criteria established and set forth in the Division's Title XIX State Plan and related policies and procedures.
6. To send monthly itemized reports to the County that include the names of eligible county patients, dates of service, dates of payment, and total dollar amount of all payments made to Medicaid. The monthly reports will reflect all credits or debits as a result of claim adjustments by the fiscal agent and medical services credits including Medicaid Estate Recovery (MER) and Medicaid QIT Recoveries, which will be calculated and applied against the amount owed for the month.
7. To determine the amount owed by each county for the non-federal share of Medicaid costs, including medical claims payments, Medicare Part B premiums, Medicare Part D payments, and administrative costs. Administrative costs include, but are not limited to, the cost for staffing, processing claims, institutional audits, and mainframe computer use. Administrative costs will be re-determined each fiscal year based on negotiation with the fiscal agent and Division of Welfare and Supportive Services studies. The DHCFP will notify the County of the administrative cost per case at the beginning of each fiscal year and provide the County with the methodology used to determine the Administrative costs;

To determine the amount of cash reserve to be paid in advance by the County for the non federal share of Medicaid costs. This reserve will be determined by projecting the monthly average expenditures based on the previous fiscal years actual expenditures. The cash reserve will be applied to the June actual expenditures. If a shortfall in the June expenditures exists, DHCFP will bill the County to receive the additional funds prior to the end of the fiscal year. If a surplus exists, it will be applied to the following fiscal year, unless otherwise requested.

D. THE COUNTY AGREES:

1. To accept DWSS's criteria for Medicaid eligibility;
2. To allow eligibility disputes to be appealed through DWSS'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 DHCFP to make adjusting entries;
4. To accept and abide by DHCFP's determination of medically necessary services;
5. That eligible recipients, pursuant to this Agreement, will be entitled to receive the full range of medical services contained in the Nevada Medicaid Program State Plan;
6. No state appropriation is available to fund this program. From the time of billing, county funds must be paid within thirty (30) calendar days to be used as the non-federal share of costs;
7. Payments made by the County shall be derived from general county tax revenues or other general revenues of the County, per 42 C.F.R. 433.51 and in accordance with NRS Chapter 428.
8. To pay, up front a reserve balance to the DHCFP which will be determined by the DHCFP based on a monthly average of the previous state fiscal year. The County will pay an amount determined by DHCFP within thirty (30) working days of receipt of the notice.

E. ALL PARTIES AGREE:

1. It is specifically understood this Agreement is designed to expand Medicaid income eligibility criteria to include those individuals whose net countable income is specified above in B.1, including Medicaid receiving institutional and community-based (waiver) services. It is further specifically understood that the non-federal share of Medicaid expenditures for those qualifying individuals will be paid by the County;
2. It is specifically understood by all parties that Medicaid eligibility can only be determined to be effective no earlier than three (3) months before the month of application;
3. This Agreement will automatically terminate in the event federal funding is not available.
4. For all Counties with a population below 100,000, the total billable amount for both populations will not exceed the eight (8) cent cap as established by NRS 428.285.

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES

BUSINESS ASSOCIATE ADDENDUM

BETWEEN

The Division of Health Care Financing and Policy
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, the 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 name of the Division listed above 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.** 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.

Previous Contract

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

DEPARTMENT OF HEALTH AND HUMAN SERVICES
Division of Health Care Financing and Policy (DHCFP)
1100 East William Street
Carson City, Nevada 89701
(775) 684-3636

And

DEPARTMENT OF HEALTH AND HUMAN SERVICES
Division of Welfare and Supportive Services (DWSS)
1470 College Parkway
Carson City, Nevada 89706
(775) 684-0650

And

LANDER COUNTY
Lander County Social Services
50 State Route 305
Battle Mountain, NV 89820
775-635-2503

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 (the County), hereinafter set forth are both necessary Division of Health Care Financing and Policy 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 retroactively July 1, 2019 to June 30, 2021 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 federal and/or State Legislature 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: BUSINESS ASSOCIATE ADDENDUM

7. CONSIDERATION. The County agrees to pay the DHCFP for the services set forth in paragraph (6) at a cost not to exceed eight (8) cents on each \$100 of assessed valuation of all taxable property as established by NRS 428.285 each year for the contract term. Any intervening end to a 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 State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal 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 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 a minimum 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.

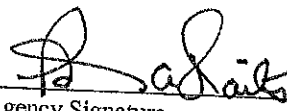
10. BREACH; REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall not exceed \$150 per hour.

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. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.

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, acts of public enemy, acts of terrorism, 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 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 exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada 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 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


Agency Signature

7/11/19
Date

Commissioner Chair
Title

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF WELFARE AND SUPPORTIVE SERVICES

Steve H. Fisher
Date

Title

Administrator, DHCFP

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF HEALTH CARE FINANCING AND POLICY

Suzanne Bierman, JD, MPH
Date

Title

Administrator, DHCFP
Title

Richard Whitley, MS
Date

Title

Director, DHHS
Title

Signature – Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On _____
(Date)

Approved as to form and compliance with law by:

Deputy Attorney General for Attorney General, State of Nevada

On _____
(Date)

ATTACHMENT A

COUNTY MATCH SCOPE OF WORK

A. PURPOSE AND OBJECTIVES:

The Department of Health and Human Services is the designated "single State agency" responsible for medical assistance provided in Nevada under authority of Title XIX of the Social Security Act. The Division of Welfare and Supportive Services (DWSS) and the Division of Health Care Financing and Policy (DHCFP) are responsible for implementing the State Plan under Title XIX, pursuant to Title 42, Chapter IV, Subchapter C of the Code of Federal Regulations, and Chapter 422 of Nevada Revised Statutes (NRS).

This Interlocal Agreement authorizes the Division of Welfare and Supportive Services and the Division of Health Care Financing and Policy to provide the administrative services necessary to implement the program of medical assistance to individuals who meet financial and medical eligibility criteria as defined below and the County to provide the non-federal share to DHCFP for medical, administrative and transactions costs incurred as a result of this medical assistance program.

B. THE DIVISION OF WELFARE AND SUPPORTIVE SERVICES (DWSS) AGREES:

1. To determine Medicaid eligibility based on criteria established and set forth in the Division's Title XIX State Plan and related policies and procedures. The criteria DWSS uses to determine eligibility includes a percentage of the Supplemental Security Income Federal Benefit Rate (SSI/FBR) prescribed annually by the Director. Eligible Medicaid recipients covered by this contract meet institutional level of care criteria and are provided with either institutional or community-based waiver services.
2. 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;
3. To provide a copy of newly approved applications, either by paper or an electronic PDF document, or provide electronic access to the necessary eligibility information the County may need.
4. To provide the Division of Welfare and Supportive Services' hearing process to those individuals or their guardians/authorized representatives who disagree with the eligibility determination.

C. THE DIVISION OF HEALTH CARE FINANCING AND POLICY (DHCFP) AGREES;

1. To process claims for medical services through the Medicaid fiscal agent;
2. To reimburse qualified providers for services covered in the Medicaid State Plan at the same rate as for all Medicaid patients;
3. To resolve provider inquiries and complaints regarding reimbursement;
4. To process patient liability for hospital and/or nursing home costs as determined by DWSS and to apply cost avoidance claims processing procedures when third party liability has been established;

5. To invoice the County retrospectively, on a monthly basis for the non federal share of Medicaid costs, based on actual expenditures as determined by the criteria established and set forth in the Division's Title XIX State Plan and related policies and procedures.
6. To send monthly itemized reports to the County that include the names of eligible county patients, dates of service, dates of payment, and total dollar amount of all payments made to Medicaid. The monthly reports will reflect all credits or debits as a result of claim adjustments by the fiscal agent and medical services credits including Medicaid Estate Recovery (MER) and Medicaid QIT Recoveries, which will be calculated and applied against the amount owed for the month.
7. To determine the amount owed by each county for the non-federal share of Medicaid costs, including medical claims payments, Medicare Part B premiums, Medicare Part D payments, and administrative costs. Administrative costs include, but are not limited to, the cost for staffing, processing claims, institutional audits, and mainframe computer use. Administrative costs will be re-determined each fiscal year based on negotiation with the fiscal agent and Division of Welfare and Supportive Services studies. The DHCFP will notify the County of the administrative cost per case at the beginning of each fiscal year and provide the County with the methodology used to determine the Administrative costs;

To determine the amount of cash reserve to be paid in advance by the County for the non federal share of Medicaid costs. This reserve will be determined by projecting the monthly average expenditures based on the previous fiscal years actual expenditures. The cash reserve will be applied to the June actual expenditures. If a shortfall in the June expenditures exists, DHCFP will bill the County to receive the additional funds prior to the end of the fiscal year. If a surplus exists, it will be applied to the following fiscal year, unless otherwise requested.

D. THE COUNTY AGREES:

1. To accept DWSS's criteria for Medicaid eligibility;
2. To allow eligibility disputes to be appealed through DWSS'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 DHCFP to make adjusting entries;
4. To accept and abide by DHCFP's determination of medically necessary services;
5. That eligible recipients, pursuant to this Agreement, will be entitled to receive the full range of medical services contained in the Nevada Medicaid Program State Plan;
6. No state appropriation is available to fund this program. From the time of billing, county funds must be paid within thirty (30) calendar days to be used as the non-federal share of costs;
7. Payments made by the County shall be derived from general county tax revenues or other general revenues of the County, per 42 C.F.R. 433.51 and in accordance with NRS Chapter 428.
8. To pay, up front a reserve balance to the DHCFP which will be determined by the DHCFP based on a monthly average of the previous state fiscal year. The County will pay an amount determined by DHCFP within thirty (30) working days of receipt of the notice.

E. ALL PARTIES AGREE:

1. It is specifically understood this Agreement is designed to expand Medicaid income eligibility criteria to include those individuals whose net countable income is specified above in B.1, including Medicaid receiving institutional and community-based (waiver) services. It is further specifically understood that the non-federal share of Medicaid expenditures for those qualifying individuals will be paid by the County;
2. It is specifically understood by all parties that Medicaid eligibility can only be determined to be effective no earlier than three (3) months before the month of application;
3. This Agreement will automatically terminate in the event federal funding is not available.
4. For those Counties with a population above 100,000, the billable amount for the "New Population" as determined by 2011 SB485 will be capped at the legislatively approved budget amount. The "Original Population" will be invoiced based on actual expenditures.
5. For all Counties with a population below 100,000, the billable amount for the "New Population" as determined by 2011 SB485 will be capped at the legislatively approved budget amount. The total billable amount for both populations will not exceed the eight (8) cent cap as established by NRS 428.285.

ATTACHMENT B: BUSINESS ASSOCIATE ADDENDUM

STATE OF NEVADA DEPARTMENT OF HEALTH AND HUMAN SERVICES

BETWEEN

The Division of Health Care Financing and Policy
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 name of the Division listed above 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. **Breach Pattern or Practice by Covered Entity.** Pursuant to HIPAA Regulations, if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Contract or Addendum, the Business Associate must immediately report the problem to the Secretary.
10. **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.
11. **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.
12. **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.
13. **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.
14. **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.
15. **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.
16. **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.

17. **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.** 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.

Compliance with this section is acknowledged by signing the contract signature page of this packet.

Lander County Commissioners Meeting

December 19, 2019

Agenda Item Number __13__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

COUNTY MANAGER: For possible action, on current and updated information regarding the airport waterline loop and direction from the County Commissioners on an option to proceed, including but not limited to, easements, relocation, addition of water tanks or eminent domain, as presented by Aaron Martinez of AM Engineering.

Public Comment:

Background:

Recommended action:



Lander County Commission Agenda Request Form

COMMISSIONER MEETING DATE

NAME: AM Engineering REPRESENTING: Aaron
ADDRESS: 742 D St ELKO, NV 89801
PH: 738-3113 PH: _____

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS? _____

WHO WILL BE ATTENDING THE MEETING: Aaron

JOB TITLE: principal Engineering/owner

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA:

BACKGROUND INFORMATION:

WHAT ACTION WOULD YOU LIKE THE BOARD TO TAKE TO RESOLVE THIS ISSUE?

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST? YES ___ NO ___
AMOUNT \$ _____

HAS THIS ISSUE BEEN DISCUSSED AT A PRIOR COMMISSION MEETING? YES ___ NO ___
WHEN? _____

HAS THIS ISSUE BEEN REVIEWED AND APPROVED BY AFFECTED DEPT HEADS? YES ___ NO ___

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

IS ALL THE BACK UP 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 ___

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 _____

The Lander County Board of Commissioners meets the 2nd and 4th Thursday of each month

Lander County • 50 State Route 305, Battle Mountain, NV 89820 • 775-635-2885 fax-635-5332



December 10, 2019

Lander County
50 State Route 305
Battle Mountain, NV 89820

**Re: Old 8(A) Transmission Mainline Loop
Options White Paper**

1. Current Project Status and Alignment

Currently the Lander County Old 8(a) Transmission Mainline (Loop Mainline), is held within roughly 11,400 Linear Feet of 16-inch waterline. Extending west to east, the Loop Mainline begins near Highway 305. Conceptually designed and modeled in 2018, Lander County's previous project, the Airport Waterline Project proposed a 16-inch Loop Mainline as a Phase II future project, Exhibit 1.

As outlined in Figure 1 below and the attached Exhibit 2 & 3, the starting station of the Loop Mainline is 800+55, which is at a tie-in location point that intercepts an existing 16-inch transmission mainline downstream of the existing 1 MG Water Tanks. Lengthening from that point, the proposed 16-inch Loop Mainline perpetuates through several private parcels before entering the existing Old 8(a) Highway. Upon entering the existing Right of Way, the Mainline connects to the proposed Airport Waterline 18-inch Transmission Mainline, at Station 915+31.

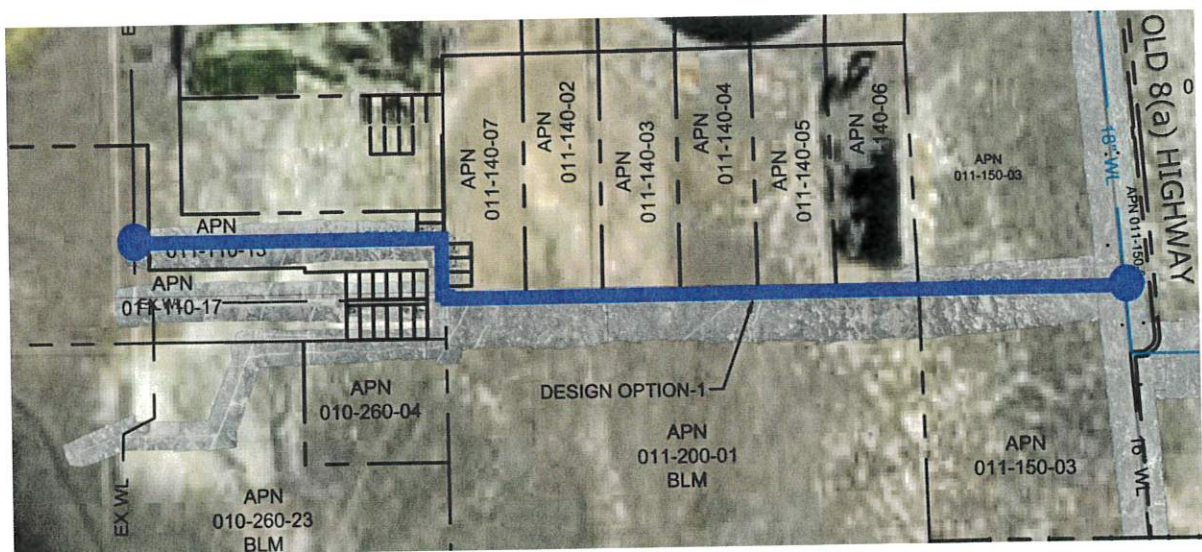


Figure 1

The current alignment demonstrates project requirements outlined by the State Fire Marshalls office via an NDEP review, outlining the need of increased fire flow requirements for the occupied Lander County Airport Facility's. Based on the obligatory requirements and recommendations by Lander County - Water Model Engineer's Report Dated March 5th, 2018 with subsequent updates thereafter, triggered the Phase II initiative into becoming a Phase I requirement.

As expressed in the November 25th, 2019 Lander County Commission meeting, a property Owner through his acting agent, has rescinded his acceptance of the propose loop Mainline, which was being designed to perpetuate through the following rescinded parcels (s) APN: 011-140-03, 011-140-04 and 011-140-05 (See attached Exhibit). Due to this withdrawal, A.M. Engineering was directed to stop all design, survey and easement draft documents associated with these parcels, that were in final preparation, until further direction. Through that direction, our team was tasked of establishing the herein Project Update and Options White Paper. All remaining private property owners have expressed acceptance of the waterline and final easement documents will continue to be drafted upon further direction by Lander County.

2. Cost Efficient - Design Option 1

Attached, Exhibit C32 & C33 and Figure 2 below, graphically depicts the most cost effective option identified at this juncture of the project. That cost effective option consists of creating a roughly 2,540 linear foot alignment modification. That alignment modification does not enter the aforementioned rescinded property as requested, but does perpetuate into BLM land, running parallel to the above listed parcels, before reentering private ground.

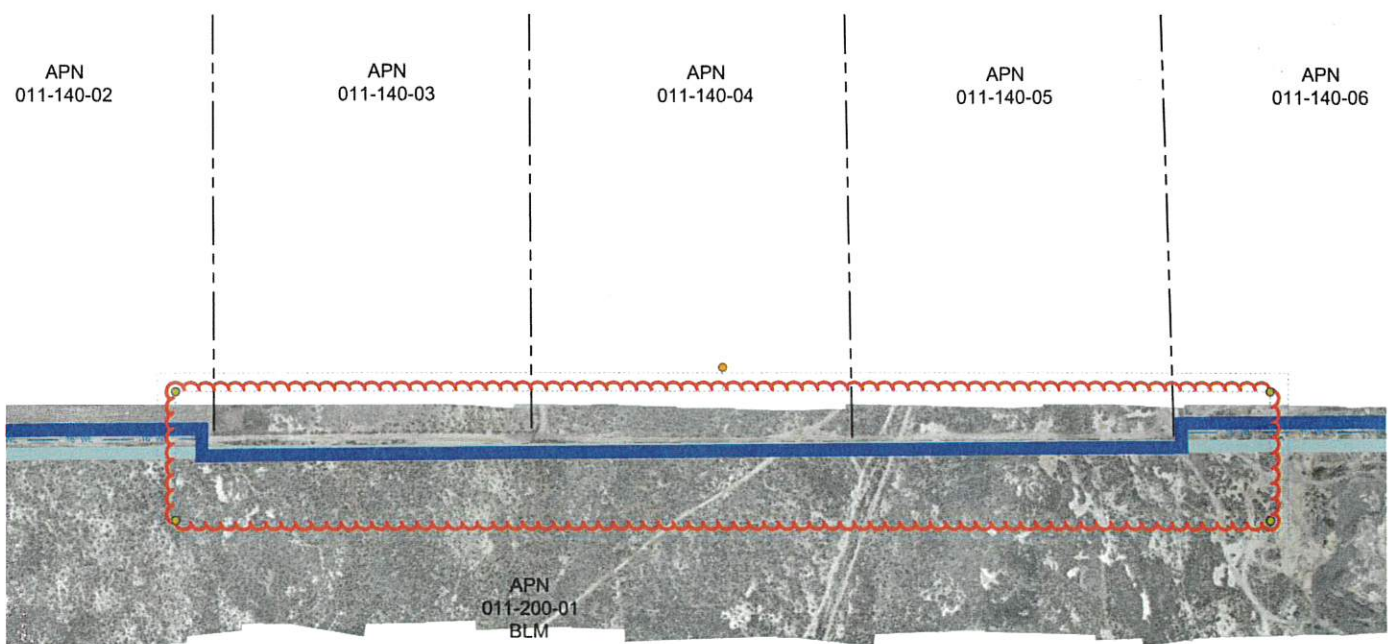


Figure 2

Current Projected Cost (Installed & In-Place):

Item	Unit	Unit Cost	Total Item Cost
Old 8(a) 16-Inch C905 Transmission Mainline	11,405 LF	85	\$969,425
Total Probable Cost=			\$969,425

Cost Impact to construct Design Option 1 (Installed & In-Place):

Item	Unit	Unit Cost	Total Item Cost
16-Inch C905 Transmission Mainline	100 lf	85	\$8,500
16-Inch C905 90 Degree Elbow	4 ea	550	\$2,200
Concrete Thrust Block	4 ea	385	\$1,540
Additional Survey, Engineering and Permitting	T&M NTE	8,200	\$8,200
25% Contingency	1	25%	\$5,110
Probable Cost Increase =			\$25,550
Total Project % Increase =			2.6%

Some of the major identifiable exposures to Lander County concerning Design Option 1, are as follows:

As illustrated above, the project may experience additional cost impacts of roughly 3-Percent.

Entering BLM property requires an additional easement process. This process is typically a lengthy process which can require project time frames of 6 months to beyond 1 year. Based on current development agreements, the BLM easement process may hinder that agreement, and therefore it is recommended that if Design Option 1 is acceptable, the development agreement be given additional language to reflect the Design Change and respective timeframes. Such timeframes may be further lengthened as we recommend requesting a full length easement across the entire northerly portion of the expressed BLM Parcel (APN 011-200-01), as outlined in the attached Exhibit 6. Conversely, Lander County may only request an easement within the expressed breach areas of the BLM Parcel if acceptable timeframes become unsalvageable, as outlined in Exhibit 5.

Design Option 1 does not fall within any sage grouse habitat, per Exhibit 7.

3. Design Option 2

Lander County may elect additional Loop Mainline options. Realistically, hundreds of options are available relating to running the intended Old 8(a) Loop Mainline. For the focus of this analysis, our team attempted to outline a realistic secondary design option, based on existing easements and topography. Attached Exhibit 4 and below Figure 3, graphically outlines both Design Option 1 and Design Option 2.

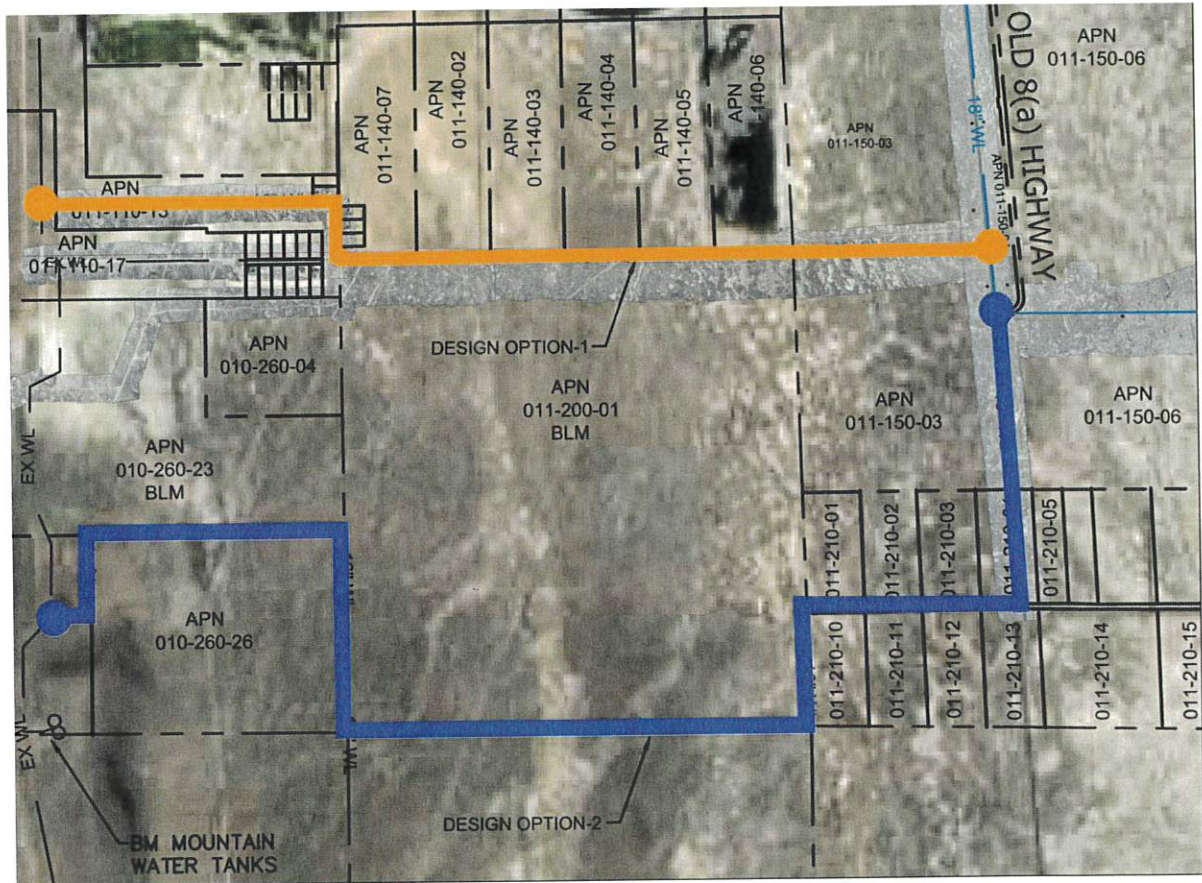


Figure 3

As outlined in Exhibit 4, Design Option 2 consists of a system tie-in near the existing 1 MG Water Tanks. The Mainline would then extend a series of cardinal directions, primarily eastward approximately 7,000 LF around APN 010-260-26. Further extending to the south portion of APN 011-200-01, the secondary design option perpetuates across BLM Land before entering existing Lander County Right of Way. Eventually the Mainline extends north, along Old 8(a), before accomplishing tie-in at the Airport Waterline for a total of 18,810 Linear Feet of Waterline.

Item	Unit	Unit Cost	Total Item Cost
16-Inch C905 Transmission Mainline	18,810 lf	85	\$1,598,850
16-Inch C905 90 Degree Elbow	8 ea	550	\$4,400
Concrete Thrust Block	30 ea	385	\$11,550
Additional Survey, Engineering and Permitting	T&M NTE	10%	\$161,480
25% Contingency	1	25%	\$444,070
Probable Cost Increase =			\$2,220,350

Some of the major identifiable exposures to Lander County concerning Design Option 2, are as follows:

As mentioned previously, it would be less advantageous for pro-growth and pro-development, by placing the waterline on Federal Government land. This is due to the decreased ability for private resident tie-in and future development opportunities.

Secondly, as the attached Exhibit 7 and below Figure 4 exemplifies, ARMPA 2015 Greater Sage-Grouse Habitat Management Map, supplied by the BLM Mount Lewis Field Office, Design Option 2 falls directly in PHMA (Priority Habitat Management Areas, GHMA (General Habitat Management Areas) and OHMA (Other Habitat Management Areas).

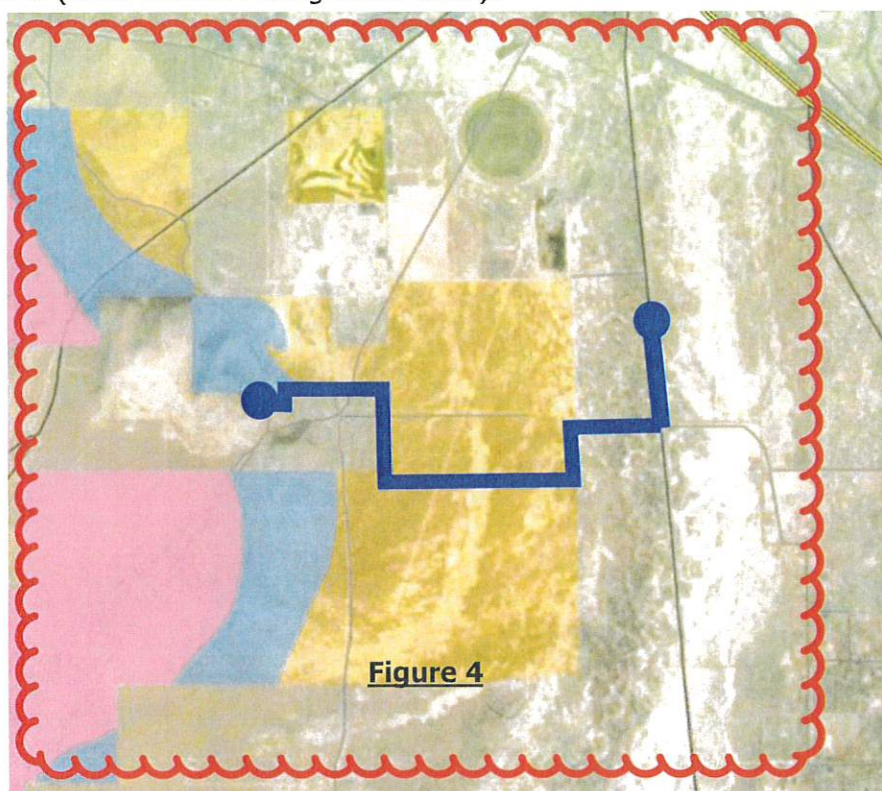


Figure 4

Being located in any of these areas requires significant environmental permitting and coordination. With Design Option 2 being located partially in PHMA, the exposure of this design option translates into significant construction costs. The costs associated with findings identified by future Environmental Impacts Statements and Environmental Assessments of these areas are unknown, but remain a high exposure rating to Lander County.

Lastly, this option is not recommended, due to the potential project budget increasing by more than quadruple of the current project initiative. Additionally, this task has not been given a water model evaluation. Therefore, additional costs such as supplementary storage tanks and pressure zone complications may increase the project cost of this option, upon further finite evaluation. The following estimate outlines additional potential costs

Item	Unit	Unit Cost	Total Item Cost
Storage Tank (1MG)	1 LS	\$1,350,000	\$1,350,000
Pressure Zone Modifications	1 LS	\$125,000	\$125,000
Additional Survey, Engineering and Permitting	T&M NTE	10%	\$147,500
25% Contingency	1	25%	\$405,625
Potential Cost Increase =			\$2,028,125
Design Option 2 Total Potential Cost =			\$4,248,475
Environmental Sage Grouse Impact Cost =			UNKNOWN

4. Eminent Domain Option

The federal government's ability of eminent domain has long been used in the United States to acquire property for public use. Eminent domain as outlined in a notorious 1879 Supreme Court verdict (Boom Co. v. Patterson), which set a precedence was summarized by the following:

"the proceeding to take private property for **public use** is an exercise by the state of its sovereign right of eminent domain, and with its exercise the United States, a separate sovereignty, has no right to interfere by any of its departments. This position is undoubtedly a sound one so far as the act of appropriating the property is concerned. The right of eminent domain -- that is, the right to take private property for public uses -- appertains (belongs) to every independent government. It requires no constitutional recognition; it is an attribute of sovereignty", END QUOTE.

As the verdict identified, independent governments possess the ability to obtain private property for the explicit betterment use for, of and by the Public. The definition of "Public Use" being the critical factor of the project in order to enable eminent domain is defined as:

Property. A legitimate public purpose for the condemnation of private property.
 *The Fifth Amendment provides that private property may be taken only for "public use." If property is taken for a legitimate public purpose – one that within the scope of the government's police power – the public-use requirement is satisfied, regardless of who physically uses the property once it is taken. (Blacks Law)

Eminent domain has been traditionally been utilized to facilitate projects such as transportation, water supply, construct public buildings, and aid in defense readiness. Early federal cases condemned property for construction of public buildings (e.g., *Kohl v. United States*) and aqueducts to provide cities with drinking water (e.g., *United States v. Great Falls Manufacturing Company*, 112 U.S. 645 (1884), supplying water to Washington, D.C.), for maintenance of navigable waters (e.g., *United States v. Chandler-Dunbar Co.*, 229 U.S. 53 (1913), acquiring land north of St. Mary's Falls canal in Michigan), and for the production of war materials (e.g. *Sharp v. United States*, 191 U.S. 341 (1903)). The Land Acquisition Section and its earlier iterations represented the United States in these cases, thereby playing a central role in early United States infrastructure projects.

However, the Fifth Amendment to the U.S. Constitution stipulates:

"nor shall private property be taken for public use, without just compensation."

Thus, whenever a government acquires a property through eminent domain, it has a constitutional responsibility to justly compensate the property owner for the fair market value of the property. [*Bauman v. Ross*, 167 U.S. 548 (1897); *Kirby Forest Industries, Inc. v. United States*, 467 U.S. 1, 9-10 (1984)].

Property Valuation

If the Lander County Commissioners choose Option No. 4, it is recommended that a professional appraiser be hired to adequately value the property in question. To be performed by Others.

Conclusion

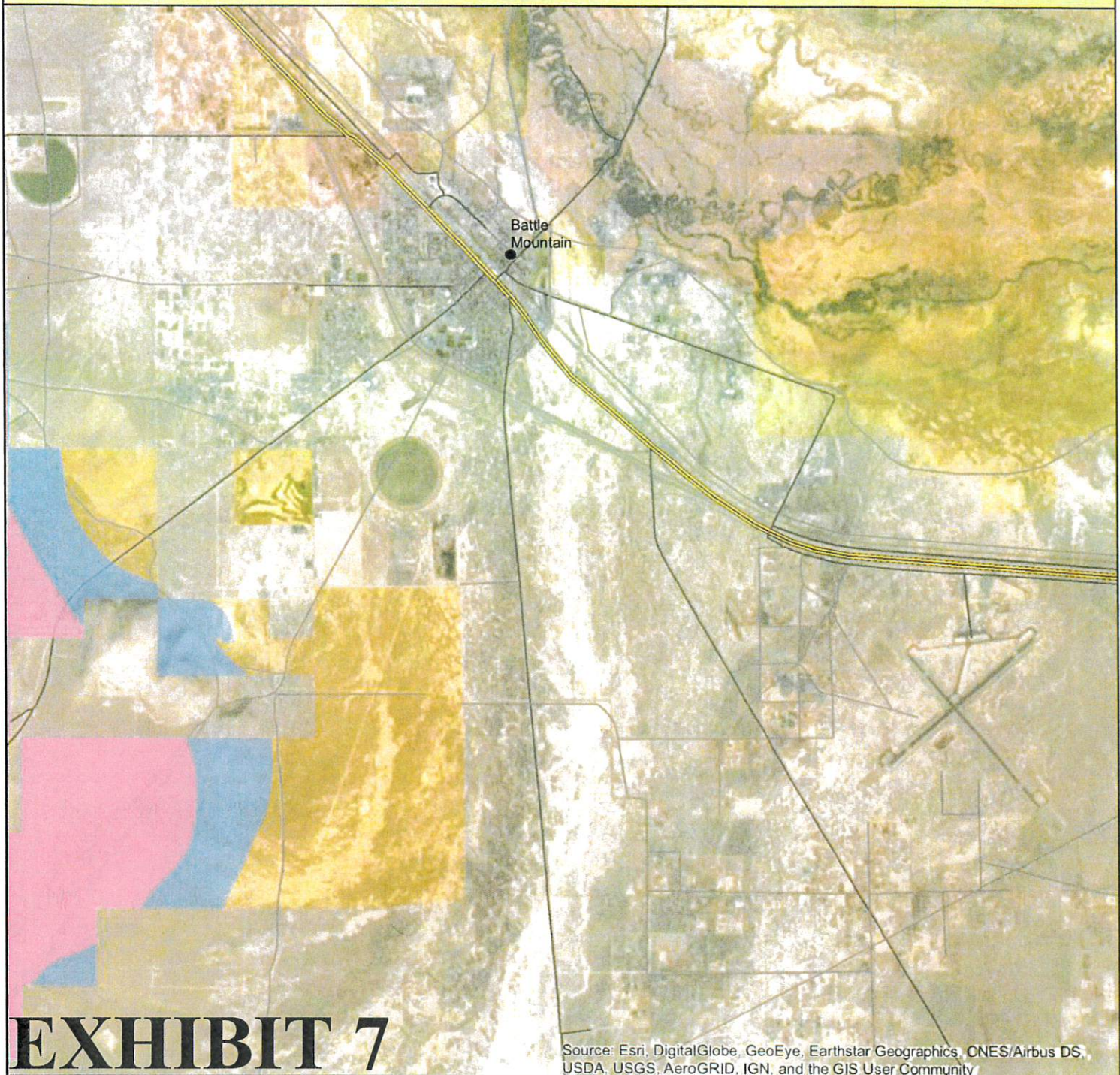
Eminent Domain as outlined above, is well within the rights of any, Sovereign – Independent Government, like Lander County. Nor the Federal Government or any of its departments have jurisdiction over such matters, as long as, in this case a Loop Mainline, is strictly for public usage. It is the opinion of this office that Option 4, would be the last option of resort as the ramifications of such action may carry significant legal fees and unknown timeframes. We believe that the best course of action if Option 4 is invoked, would be to begin with professional arbitration prior to actual Eminent Domain Proceedings.



Aaron Martinez, P.E.
Principal Engineering / Owner



ARMPA 2015 Greater Sage-Grouse Habitat Management Map



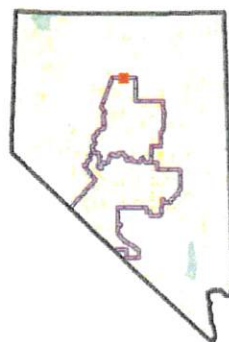
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Legend

Sage-Grouse Management Categories - BLM Only

GRSG_Category

- PHMA
- GHMA
- OHMA

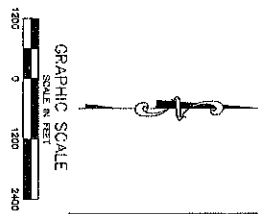


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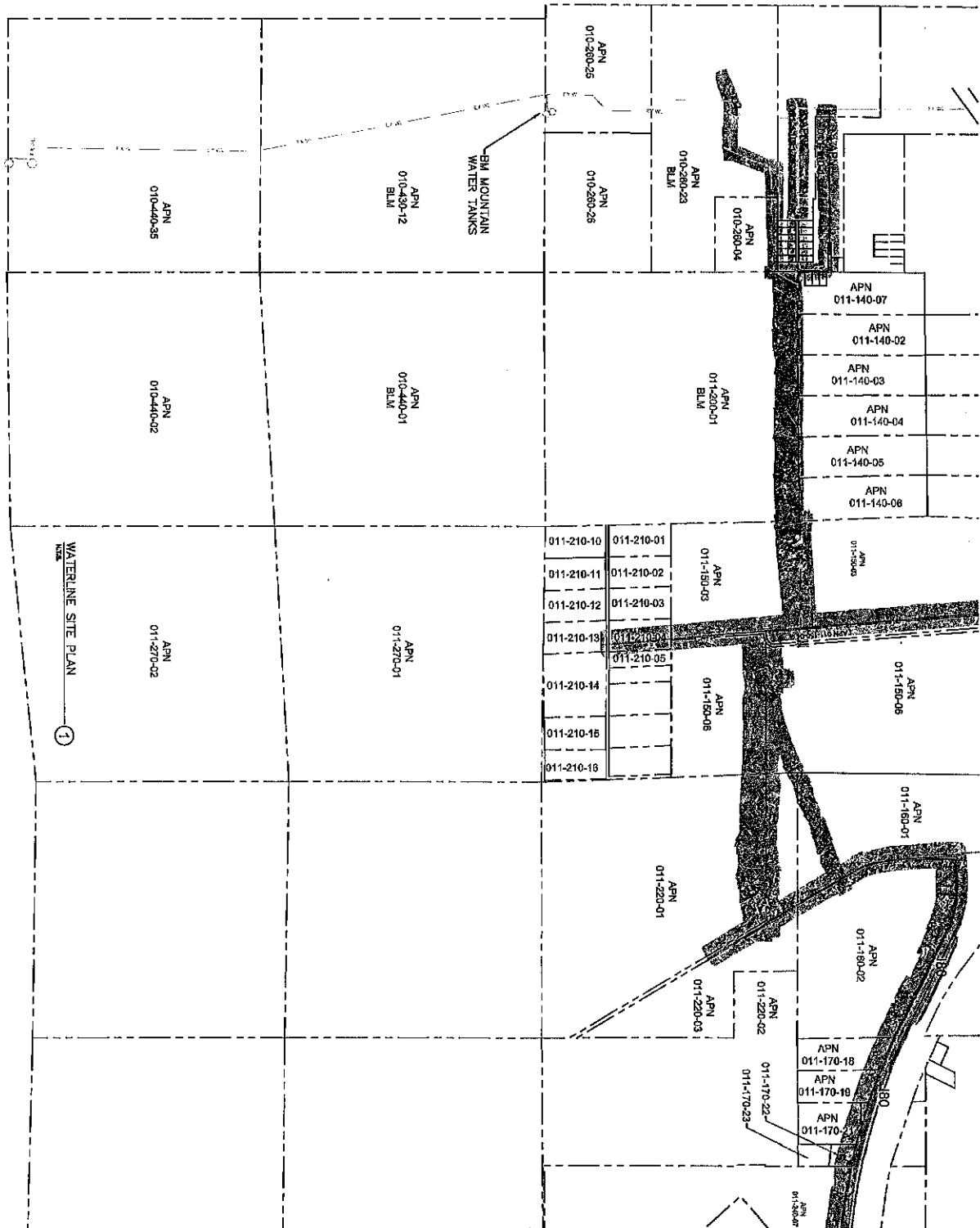
United States Department of the Interior
Bureau of Land Management
Battle Mountain District Office
Mount Lewis Field Office
50 Bastian Road
Battle Mountain, NV 89820

No warranty is made by the
Bureau of Land Management
as to the accuracy, reliability,
or completeness of these data
for individual use or aggregate
use with other data.

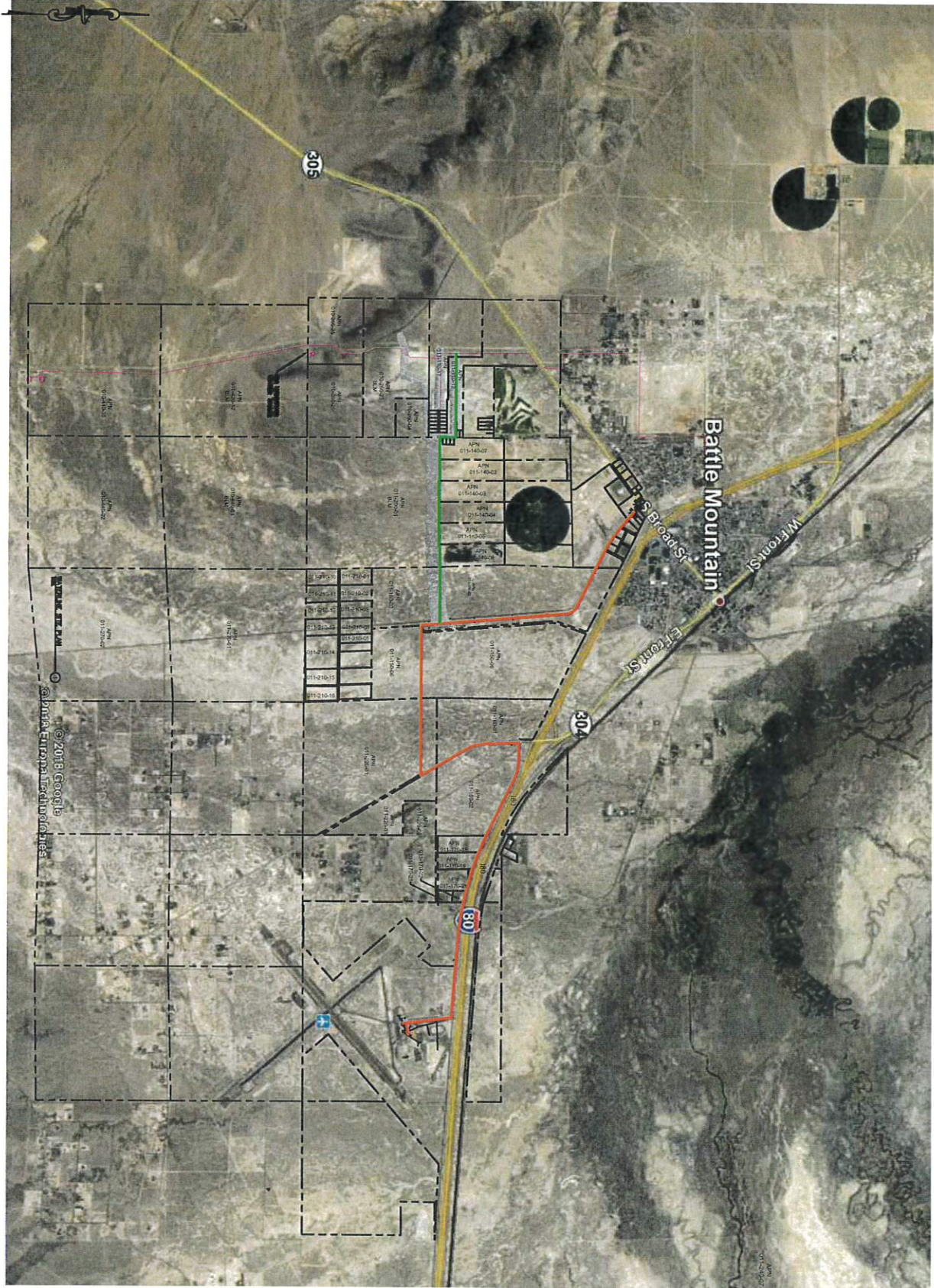




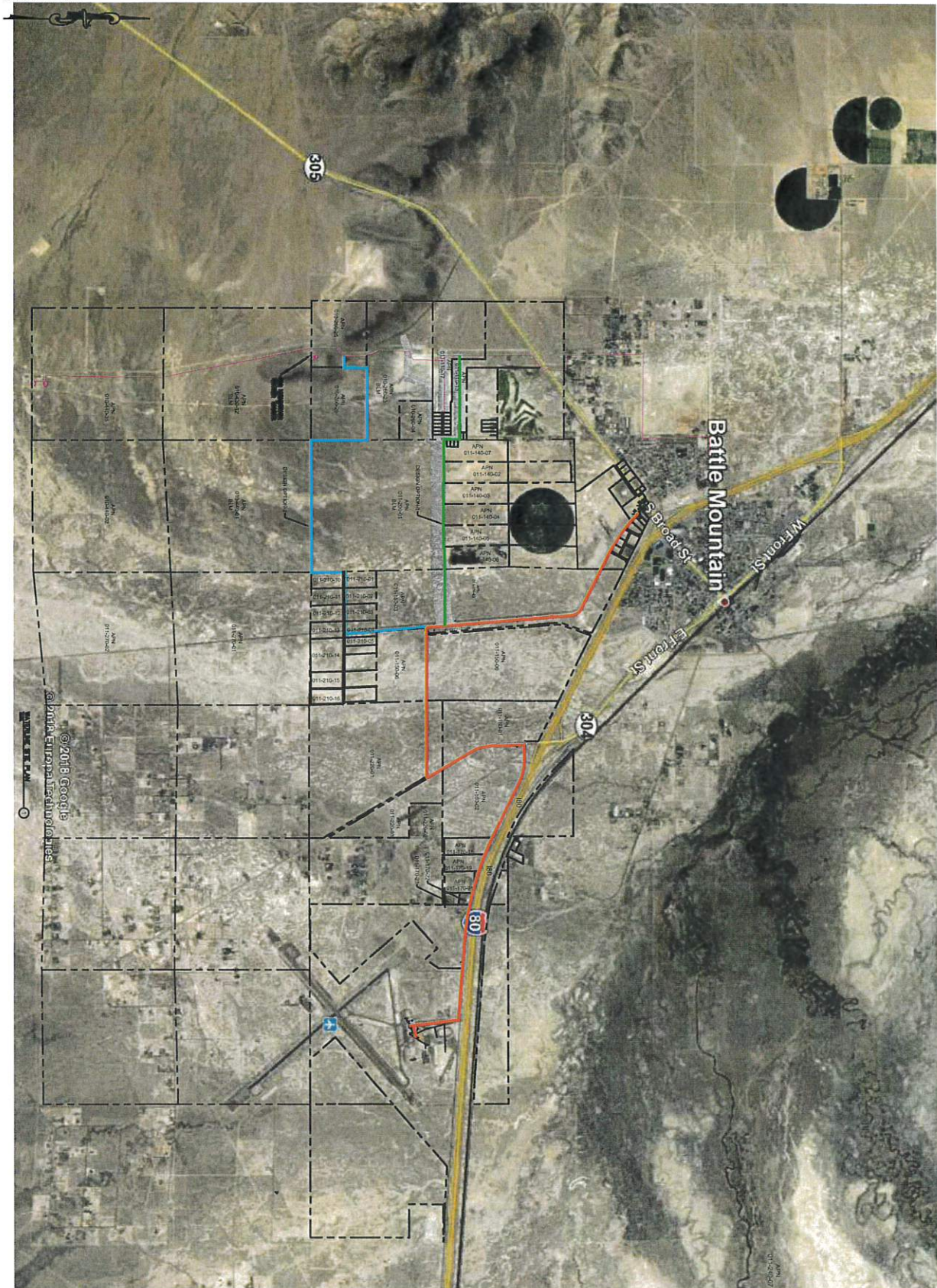
EX.1 DATE: SEPTEMBER 2017 DRAWN BY: JMM DESIGNED BY: JMM CHECKED BY: JMM CDR: JMM	REV. DATE DESCRIPTION BY	LANDER COUNTY ROAD & BRIDGE DEPT. AIRPORT WATER TRANSMISSION MAINLINE PROJECT EXHIBIT 1		 ENGINEERING 445-6TH STREET, SUITE 201 ELKA, NEVADA 89601 TEL: (775) 735-5123 FAX: (775) 735-5199 WWW.AMENGINEERING.COM
	LANDER COUNTY	NEVADA	• ENGINEERING DESIGN & ANALYSIS • CONSTRUCTION MANAGEMENT • QA/QC INSPECTIONS • CONSTRUCTION SURVEYING • MATERIALS TESTING	



EX.2 DATE: 7/10/2010 DRAWN BY: RSB DESIGNED BY: JAD CHECKED BY: JAD APPROVED BY: JAD	REV. DATE DESCRIPTION BY	LANDER COUNTY AIRPORT WATERLINE TRANSMISSION MAIN WATERLINE BATTLE MOUNTAIN LANDER COUNTY NEVADA	 ENGINEERING 747 D STREET ELKO, NEVADA 89801 TEL: (775) 738-9115 FAX: (775) 738-9119 WWW.AMENGINEERING.COM
	• ENGINEERING DESIGN & ANALYSIS • CONSTRUCTION MANAGEMENT • QA/QC INSPECTIONS • CONSTRUCTION SURVEYING • MATERIALS TESTING		



<p>EX.3</p> <p>DATE: FEBRUARY 2019 DRAWN BY: RSR DESIGNED BY: JAM CHECKED BY: JAM JOB NO.: 181300</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>REV</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	REV	DATE	DESCRIPTION	BY																																									<p>LANDER COUNTY</p> <p>AIRPORT WATERLINE TRANSMISSION MAIN WATERLINE</p> <p>BATTLE MOUNTAIN LANDER COUNTY NEVADA</p>	<div style="text-align: center;"> <p>AM ENGINEERING</p> </div> <p>742 D STREET ELKO, NEVADA 89801 TEL: (775) 738-3113 FAX: (775) 738-0199 WWW.AMENGINEERING.ORG</p> <ul style="list-style-type: none"> • ENGINEERING DESIGN & ANALYSIS • CONSTRUCTION MANAGEMENT • QA/QC INSPECTIONS • CONSTRUCTION SURVEYING • MATERIALS TESTING
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REV	DATE	DESCRIPTION	BY


EX.4

DATE: FEBRUARY 2019
 DRAWN BY: RSN
 CHECKED BY: JAM
 JOB NO.: 183.000

LANDER COUNTY

**AIRPORT WATERLINE
TRANSMISSION MAIN
WATERLINE**

BATTLE MOUNTAIN LANDER COUNTY NEVADA



ENGINEERING

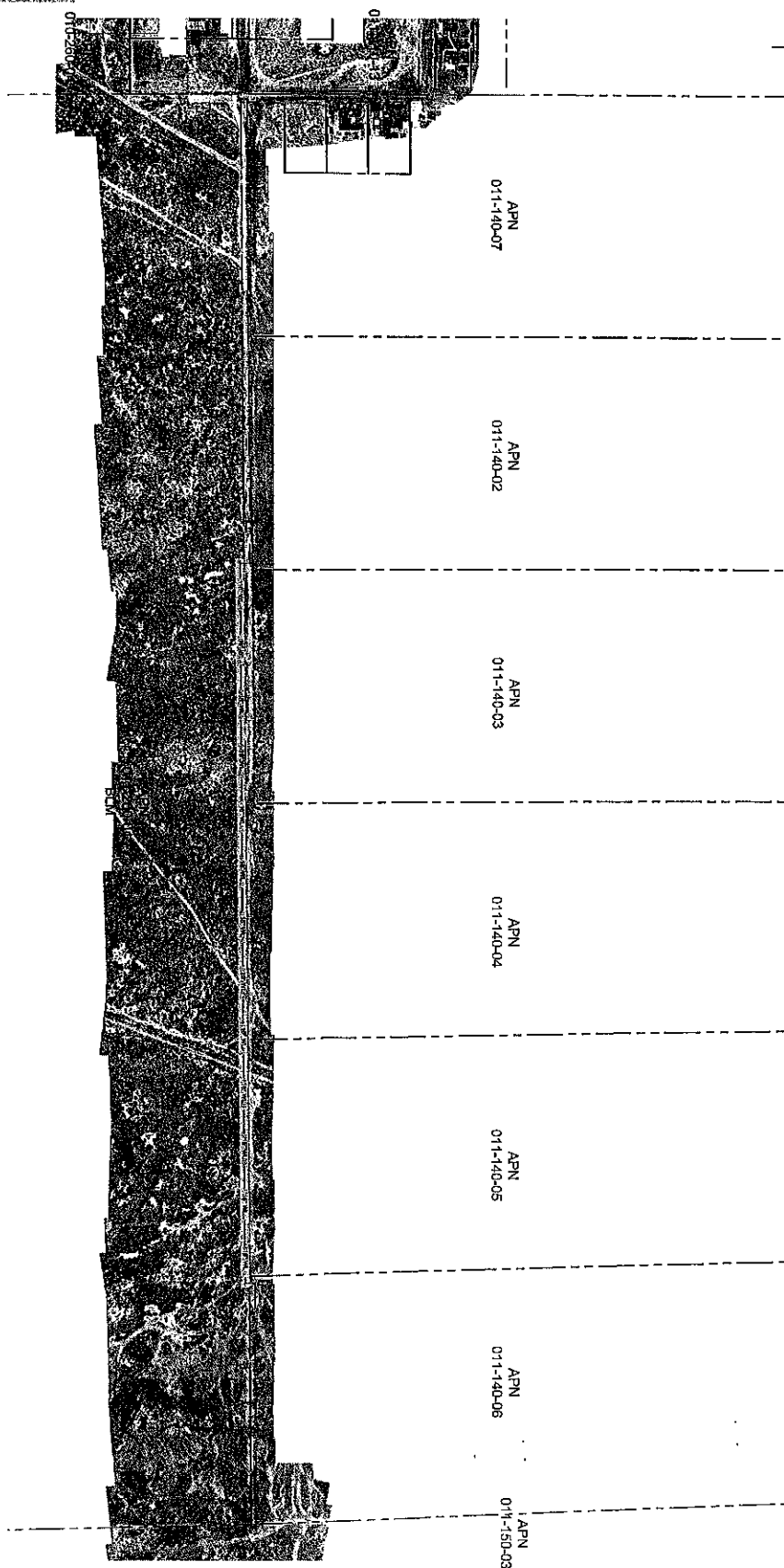
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- MATERIALS TESTING

GRAPHIC SCALE
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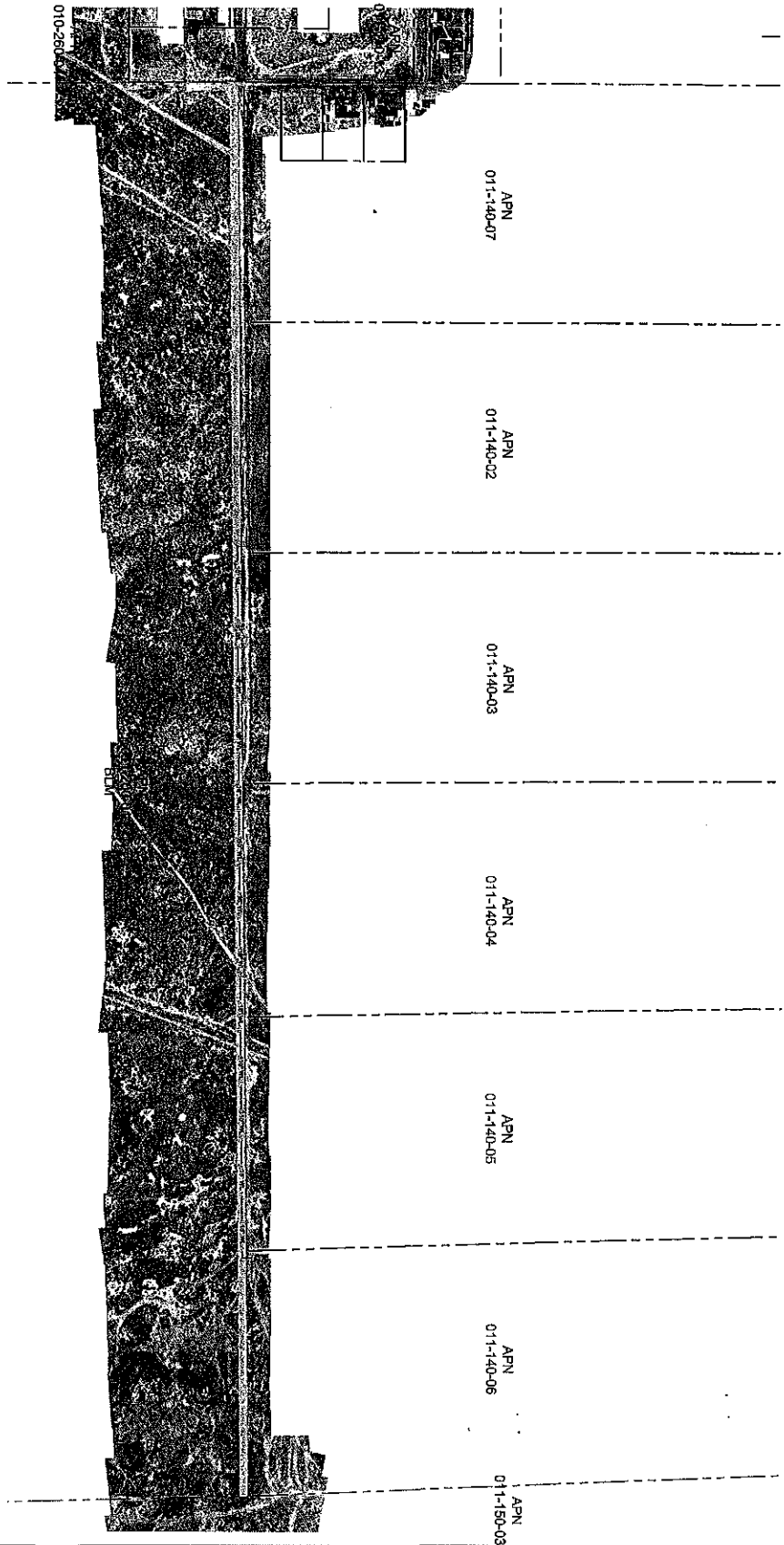


WATERLINE SITE PLAN
N.T.S. ①

[illegible]



WATERLINE SITE PLAN
1



DATE: FEBRUARY 2018
DRAWN BY: JRS
CHECKED BY: JRS
JOB NO: 183405

EX.6

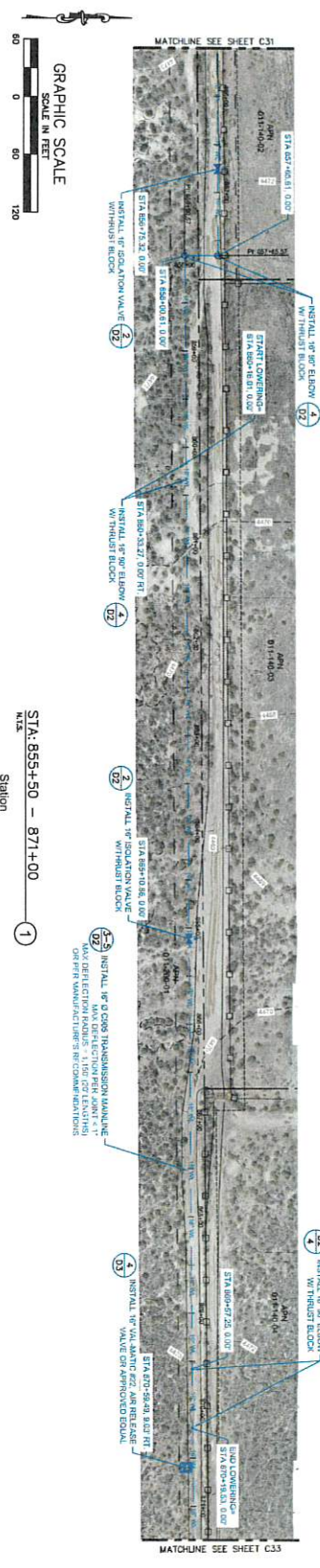
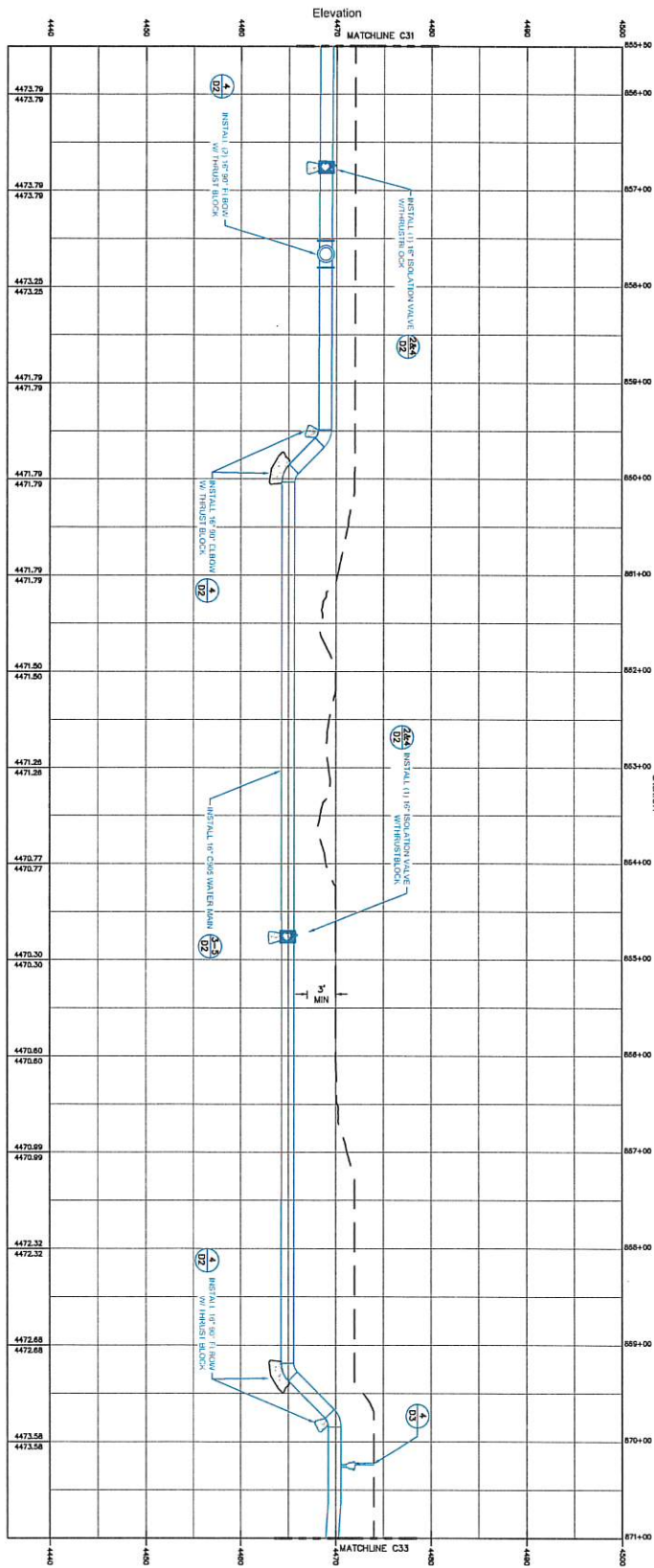
REV	DATE	DESCRIPTION	BY

LANDER COUNTY
AIRPORT WATERLINE
TRANSMISSION MAIN
WATERLINE
BATILE HIGHTS/BL LANDER COUNTY NEVADA

ENGINEERING

742 D STREET
ELKO, NEVADA 89601
TEL: (775) 738-3113
FAX: (775) 738-8189
WWW.KANEENGINEERING.ORG

- ENGINEERING DESIGN & ANALYSIS
- CONSTRUCTION MANAGEMENT
- QA/QC INSPECTIONS
- CONSTRUCTION SURVEYING
- MATERIALS TESTING



- KEY:**
- PROPOSED
 - EXISTING
 - ALIGNMENT
 - DEVIATION
 - GENERAL ANNOTATION
 - EXTERNAL CONTROL
- PROFILE LEGEND:**
- PIPE HYDRANT
 - ISOLATION/INTERFERENCE VALVE
 - GATE VALVE
 - AIR RELEASE VALVE
 - 90° ELBOW

REV	DATE	DESCRIPTION	BY

C32

DATE: NOVEMBER 2019

DRAWN BY: JRM

CHECKED BY: JRM

DESIGNED BY: JRM

12/10/2018

LANDER COUNTY

**AIRPORT WATERLINE
TRANSMISSION MAIN
PLAN & PROFILE**

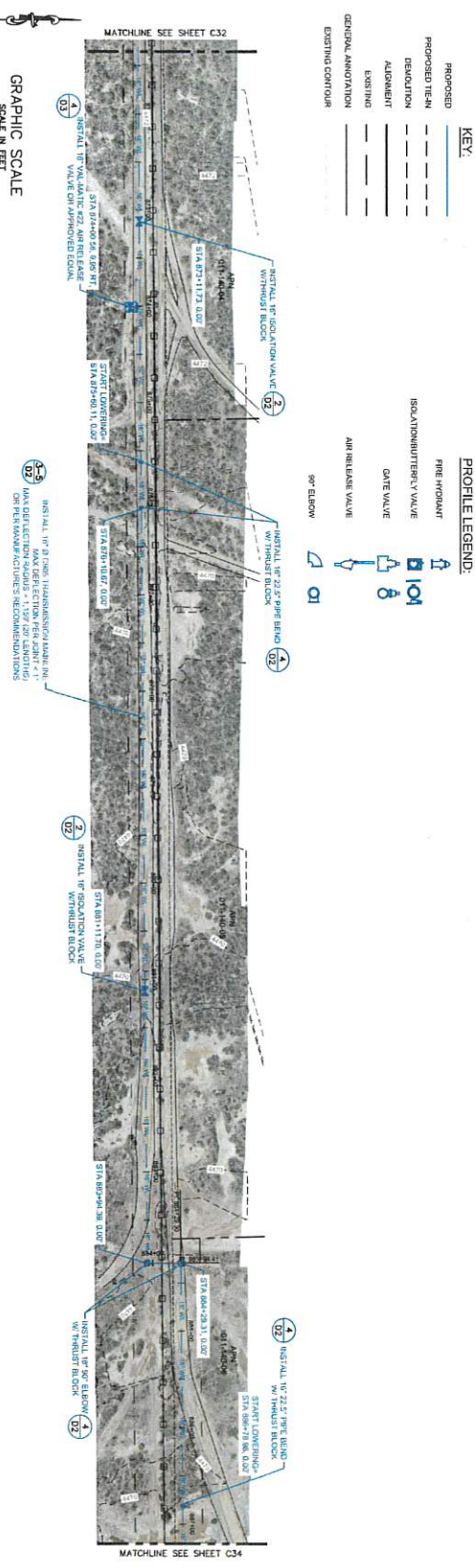
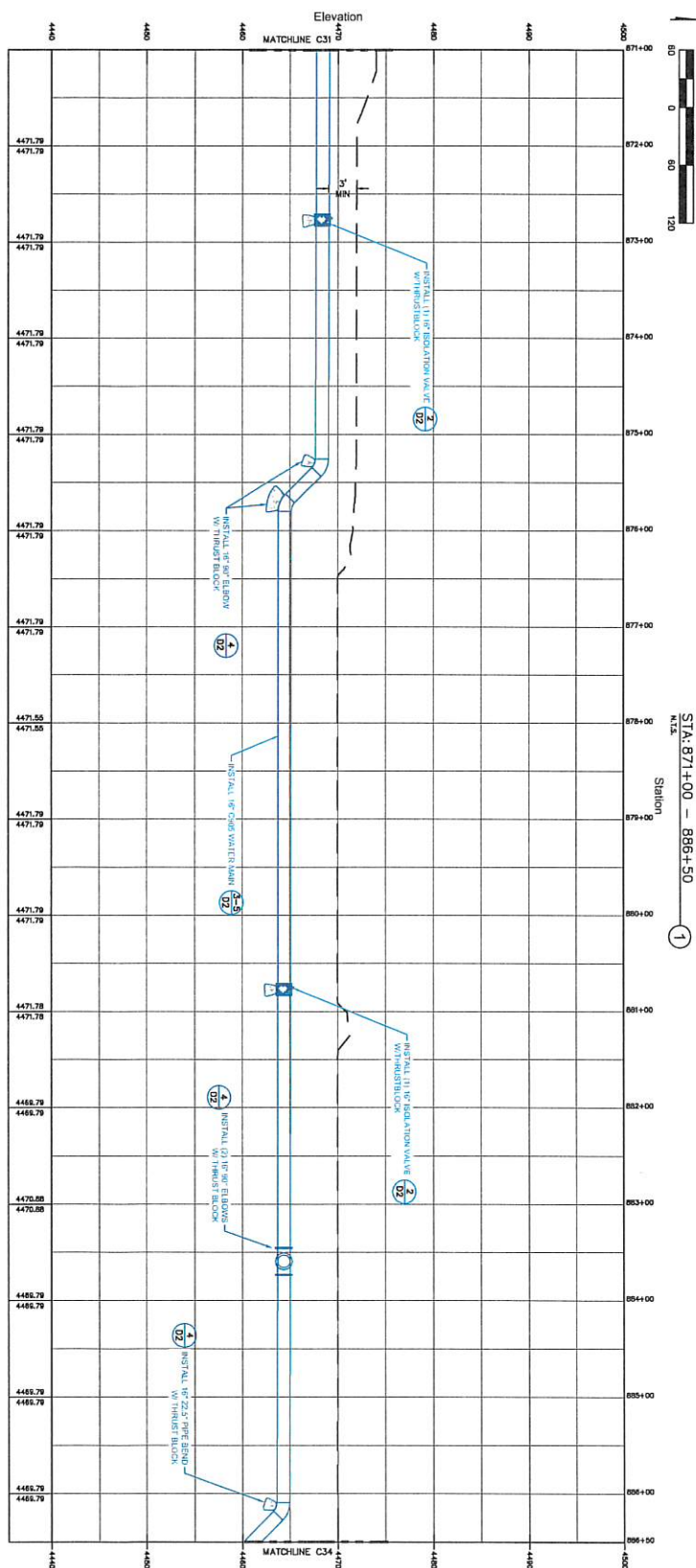
BATTLE MOUNTAIN LANDER COUNTY NEVADA

AM

ENGINEERING

7410 STREET
ELKO NEVADA 89801
TEL: (775) 738-3113
FAX: (775) 738-3119
WWW.AMENGINEERING.ORG

- ENGINEERING DESIGN & ANALYSIS
- CONSTRUCTION MANAGEMENT
- QA / QC INSPECTIONS
- CONSTRUCTION SURVEYING
- MATERIALS TESTING



C33	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>REV</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	REV	DATE	DESCRIPTION	BY																																									LANDER COUNTY AIRPORT WATERLINE TRANSMISSION MAIN PLAN & PROFILE	 ENGINEERING 740 D STREET ELKO, NEVADA 89801 TEL: (775) 738-3113 FAX: (775) 731-8189 WWW.AMENGINEERING.ORG	<ul style="list-style-type: none"> • ENGINEERING DESIGN & ANALYSIS • CONSTRUCTION MANAGEMENT • QA / QC INSPECTIONS • CONSTRUCTION SURVEYING • MATERIALS TESTING
REV	DATE	DESCRIPTION	BY																																													

Lander County Commissioners Meeting

December 19, 2019

Agenda Item Number __14__

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

CLERK'S OFFICE: For possible action, to approve/disapprove a contract between the Lander County Clerk and Tyler Technologies and approve the chair or vice chair to sign.

Public Comment:

Background:

Recommended action:

AGENDA REQUEST FORM

COMMISSIONER MEETING DATE: December 19, 2019



NAME: Sadie Sullivan REPRESENTING: Lander County Clerk

ADDRESS: 50 State Route 305 Battle Mountain NV 89820

PHONE (H): _____ (W): 775 635 5738 (FAX): _____

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: 775 635 5738

WHO WILL BE ATTENDING THE MEETING: Sadie Sullivan

JOB TITLE: Lander County Clerk

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA

For possible action, to approve the contract between Lander County Clerk's Office and Tyler Technologies, Inc

WHAT ACTION WOULD YOU LIKE THE BOARD TO TAKE TO RESOLVE THIS ISSUE? Approve

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST: YES X NO ____
AMOUNT: Approximately \$53,550

HAS THIS ISSUE BEEN DISCUSSED AT A PRIOR COMMISSION MEETING? YES ____ NO X
WHEN? _____

WILL YOU BE PRESENTING WRITTEN INFORMATION AT THE MEETING? YES X NO ____

HAVE YOU DISCUSSED THIS ISSUE WITH THE AFFECTED DEPT HEAD?: YES ____ NO ____

FOR REVIEW BY:

AIRPORT _____
AMBULANCE _____
ARGENTA J. P. _____
ASSESSOR _____
AUSTIN J.P. _____
CLERK _____
COMM. DEVT. _____

DIST. ATTY. _____
EXE. DIR. _____
FIRE _____
GOLF _____
PARKS & REC. _____
PUBLIC WORKS _____
RECORDER _____

SENIOR CTR. _____
SHERIFF _____
SOCIAL SVC. _____
TREASURER _____
W & S _____
OTHER _____

THE EXECUTIVE DIRECTOR RESERVES THE RIGHT TO REJECT OR RECOMMEND TABLING ALL AGENDA REQUESTS FOR INSUFFICIENT INFORMATION.

ALL INFORMATION STATED IS CORRECT AND TRUE TO MY KNOWLEDGE.....

Sadie Sullivan
Sadie Sullivan, Lander County Clerk

DATE: 12/06/19

BOARD MEETS THE 2ND AND 4TH THURSDAY OF EACH MONTH
COMMISSION FAX (775) 635-5332



Quoted By: Mark Wingfield
Quote Expiration: 5/20/2020
Quote Name: Lander County, NV Clerk
Quote Number: 2019-97982
Quote Description: Clerk Installation

Sales Quotation For
Lander County
315 S Humboldt St
Battle Mountain , NV 89820
Phone: +1 (775) 635-5173

Tyler Software

Description	Quantity	License	Software Total	Year One Maintenance
Eagle				
Clerk Suite	1	\$6,250	\$6,250	\$1,250
Full Seat License (each)	4	\$2,500	\$10,000	\$2,000
Self Service Suite	1	\$7,500	\$7,500	\$1,500
EMarriage	1	\$3,750	\$3,750	\$750
TOTAL:			\$27,500	\$5,500

Tyler Software and Related Services - Annual

Description	Quantity	Annual Fee
Eagle		
Basic Network Services	1	\$900
TOTAL:		\$900

Professional Services

Description	Quantity	Unit Price	Extended Price
Project Management -Eagle	15	\$150	\$2,250
Training	18	\$150	\$2,700
Go Live	18	\$150	\$2,700
Implementation	30	\$150	\$4,500
Conversion	1	\$3,000	\$3,000
Initial Software Installation	8	\$150	\$1,200
UAT/Conversion Review	12	\$150	\$1,800
Self Service Package	20	\$150	\$3,000
TOTAL:			\$21,150

Summary

One Time Fees	Recurring Fees
Total Tyler Software \$27,500	\$5,500

2019-97982 -Clerk Installation

CONFIDENTIAL

Summary		
Total Tyler Annual		
Total Tyler Services	\$0	\$900
Total Third Party Hardware, Software and Services	\$21,150	\$0
Summary Total	\$0	\$0
Contract Total	\$48,650	\$6,400
	\$55,050	



LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this License and Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means Clerk of Lander County, Nevada.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit D.

- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit E.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
- 1.6 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating

to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

1.7 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the applicable annual beneficiary fee. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
8. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;

- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.
 - 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
 - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
 - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in

accordance with our Invoicing and Payment Policy.

5. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION G – TERMINATION

1. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section F(2).
 - 1.1 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3).
 - 1.2 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of this Agreement for a period of forty-five (45) days or more.
 - 1.3 Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will

not be entitled to a refund or offset of previously paid license and other fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in

writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.
3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION I – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy

Exhibit C Schedule 1: Business Travel Policy
Maintenance and Support Agreement
Exhibit D Schedule 1: Support Call Process
Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Clerk of Lander County, Nevada

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

Lander County
50 State Route 305
Battle Mountain, NV 89820
Attention: Sadie Sullivan

Commissioner of Lander County, Nevada

By: _____

Name: _____

Title: _____

Date: _____



Exhibit A

Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Sales Quotation For
Lander County
50 State Route 305
Battle Mountain, NV 89820
Phone: +1 (775) 635-5173

Quoted By: Mark Wingfield
Quote Expiration: 5/20/2020
Quote Name: Lander County, NV Clerk
Quote Number: 2019-97982
Quote Description: Clerk installation

Tyler Software				
Description	Quantity	License	Software Total	Year One Maintenance
Eagle				
Clerk Suite	1	\$6,250	\$6,250	\$1,250
Full Seat License (each)	4	\$2,500	\$10,000	\$2,000
Self Service Suite	1	\$7,500	\$7,500	\$1,500
EMarriage	1	\$3,750	\$3,750	\$750
TOTAL:			\$27,500	\$5,500

Tyler Software and Related Services - Annual				
Description	Quantity	Unit Price	Extended Price	Annual Fee
Eagle				
Basic Network Services	1			\$900
TOTAL:				\$900
Professional Services				
Description	Quantity	Unit Price	Extended Price	
Project Management -Eagle	15	\$150	\$2,250	
Training	18	\$150	\$2,700	
Go Live	18	\$150	\$2,700	
Implementation	30	\$150	\$4,500	
Conversion	1	\$3,000	\$3,000	
Initial Software Installation	8	\$150	\$1,200	
UAT/Conversion Review	12	\$150	\$1,800	
Self Service Package	20	\$150	\$3,000	
TOTAL:			\$21,150	

Summary
One Time Fees \$27,500
Recurring Fees \$5,500

2019-97982 -Clerk installation

CONFIDENTIAL



Summary	One Time Fees	Recurring Fees
Total Tyler Annual	\$0	\$900
Total Tyler Services	\$21,150	\$0
Total Third Party Hardware, Software and Services	\$0	\$0
Summary Total	\$48,650	\$6,400
Contract Total	\$55,050	





Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

1.1 *License Fees:* License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 60% on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date"); and (c) 15% on the earlier of use of the Tyler Software in live production or 180 days after the Available Download Date.

1.2 *Maintenance and Support Fees:* Year 1 maintenance and support fees are waived through the earlier of (a) availability of the Tyler Software for use in a live production environment; or (b) one (1) year from the Effective Date. Year 2 maintenance and support fees, at our then-current rates, are payable on that earlier-of date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates.

2. Professional Services.

2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

2.3 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

2.4 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler

Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement.

2.5 *Other Fixed Price Services*: Except as otherwise provided, other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document.

3. Other Services and Fees.

3.1 *Basic Network Services*: Year 1 basic network services fees are waived through the earlier of (a) availability of the Tyler Software for use in a live production environment; or (b) one (1) year from the Effective Date. Year 2 basic network services fees, at our then-current rates, are payable on that earlier-of date, and subsequent basic network services fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates.

4. Third Party Products.

4.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

4.2 *Third Party Software Maintenance*: The first year maintenance fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading.

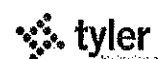
4.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

4.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104



ABA: 121000248
Account: 4124302472
Beneficiary: Tyler Technologies, Inc. – Operating



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date.
2. **Maintenance and Support Fees.** Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide telephone support during our established support hours;
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.