

LANDER COUNTY SPECIAL COMMISSION MEETING
April 07, 2016

AGENDA ITEM NO. 1

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action regarding the Request for Proposals (RFP) for Mountain View Golf Course Clubhouse, Restaurant and Pro Shop, and all other matters properly related thereto.

Public comment.

Background:

Recommended Action:

Lander County

50 State Route 305
 Battle Mountain, NV 89820
 (775) 635-5595
 Fax- (775) 635-5332



REQUEST FOR PROPOSAL (RFP) COVER PAGE

ISSUE DATE: May 1, 2016	REQUEST FOR PROPOSAL NUMBER:	FOR: Operation of Lander County Mountain View Clubhouse, Restaurant and Pro-Shop
DEPT: Lander County Parks & Recreation	DATE/TIME OF CLOSING:	CONTRACT ADMINISTRATOR: Bartolo Ramos, Lander County Public Works Director
DATE/TIME LAST DAY FOR QUESTIONS:	DATE/TIME PRE-PROPOSAL MEETING:	PRE-PROPOSAL MEETING MANDATORY:

Proposals- In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by Lander County the items or services offered and accompanying attachments shall constitute a contract.

Sealed proposals, subject to terms and conditions of this Request for Proposal will be received by Lander County, 50 State Route 305, Battle Mountain, NV 89820 until the date/time specified above for furnishing items or services delivered or furnished to specified destinations within the time specified or stipulated by the vendor(s).

Lander County does not discriminate against small and minority businesses or faith-based organizations.

VENDOR INFORMATION

Name of Vendor: _____ Telephone #: _____

Address: _____ Federal Employer Identification #: _____

_____ State Corporation Commission #: _____

Contact Name: _____ Contact Email Address: _____

By signing this bid, Vendor(s) certifies, acknowledges, understands and agrees to be bound by the conditions set forth in this RFP.

 VENDORS LEGALLY AUTHORIZED SIGNATURE DATE

 PRINT NAME TITLE

**This document must be completed & returned with proposal submission.*

REQUEST FOR PROPOSALS

Golf Course Management Services

Issue Date: April 21, 2016

Title: RFP #

Project Request: Management Services for the Mountain View Golf Course

County of Lander

Office of Executive Director

Battle Mountain, Nevada 89820

Location of Project: Mountain View Golf Course, Battle Mountain, Nevada

Period of Contract:

Request for Proposals for providing management services described herein, will be received on an ongoing basis throughout the submittal period. All inquiries for information should be directed to:

Bert Ramos, Public Works Director

County of Lander

50 State Route 305

Battle Mountain, NV 89820

Phone: (775) 635-2885

Written Proposals shall be sent directly to the Lander County Clerk's Office at 315 South Humboldt Street, Battle Mountain, NV 89820.

Deadline for Submittal:

Pre-Conference: Mandatory - April 21, 2016 at 3 p.m.

Please provide fees for each line item as broken out in section III. Scope of Services; Management Services.

I. PURPOSE:

The County of Lander is seeking a Full-Time Manager to enter into a Golf Course Management Services Agreement to provide modern and efficient golf course

clubhouse services, including the operation of a restaurant, food and beverage services, collection of fees, and the promotion of the use of the golf course and tournaments.

II. BACKGROUND:

The County of Lander desires the expertise of a Full-Time Manager to run the golf course greens, driving range, and the club house including food and beverage services, on a contractual basis.

III. SCOPE OF SERVICES:

The selected party shall furnish all expertise, labor and resources, in accordance with the requirements of this RFP. The following generally summarizes the types and scope of services that the Full-Time Manager may be requested to perform.

The Full-Time Manager shall have the exclusive right, license and privilege to operate various services at Mountain View Golf Course, including the following *Management Services*.

1. The Full-Time Manager shall be responsible for the collection of fees.
2. The Full Time Manager shall be responsible for the protection of the use of the golf course and treatments.
3. The Full-Time Manager shall be responsible for the maintenance of the driving range.
4. The Full-Time Manager shall be responsible for the maintenance of the putting green.
5. The Full-Time Manager shall provide all equipment for driving range and putting green including but not limited to range balls, putters, and practice drivers.
6. The Full-Time Manager shall be responsible for the sale, rental, and repair of all items relating to the game of golf.

7. The Full-Time Manager shall be responsible for the rental of power-driven and manually operated carts.
8. The Full-Time Manager shall be responsible for the operation of the Pro Shop.
9. The Full-time Manager shall bear all expenses for the operation of the club house facility and services.
10. *The County shall incur all utility costs on leased property.*
11. The Full-Time Manager shall provide at least six (6) golf carts, the rest of which will be retained by the Full-Time Manager. The Manager will be responsible to maintain said carts, including replacement of batteries and tires.
12. The Full-Time Manager shall collect all green fees, trail fees, cart storage fees, and annual pass fees, and submit records of the fees to the Lander County Treasurer once per week.
13. The Full-Time Manager shall be entitled to all cart rental fees, Pro Shop revenues, bar revenues, restaurant revenues, driving range revenues, and food and beverage revenues.
14. The Full-Time Manager shall establish and maintain complete books, and records showing all Lander County business transacted in connection with the operation of the Course in compliance with generally accepted accounting principles. *Please refer to page 3 of 5, item B for additional information.*
15. The Full-Time Manager will purchase golf balls, and furnish the necessary labor to pick up golf balls and debris from the golf course, in preparation for grass mowing, at no cost to Lander County.

The Full-time Manager's collection of receipts and accounting thereof shall be governed by the following procedures:

- A. The Full-Time Manager shall process, through a cash register and in a manner consistent with generally accepted accounting and cash controls, all money

collected from operations of Mountain View Golf Course, including green fees, trail fees, and private golf cart storage fees.

All green fees, trail fees, private cart storage fees, and other Lander County revenues shall be collected or received solely on behalf of Lander County and shall be held by the Full-Time Manager in a fiduciary capacity, and the Full-Time Manager shall not make any personal or other use of same. Green fees, trail fees, private cart storage fees, and other Lander County revenue shall be collected and deposited once a week with the Lander County Treasurer. The Full-Time Manager shall be liable for all daily cash shortages. Daily reports of gross revenues shall include a breakdown of revenue collected by source, e.g. green
County revenues.

The Full-Time Manager shall be entitled to all cart rental fees, Pro Shop revenues, bar revenues, restaurant revenues, driving range revenues, and food and beverage revenues.

- B. The Full-Time Manager shall establish and maintain complete books, accounts, and records showing all Lander County business transacted in connection with the operation of the Course in compliance with generally accepted accounting principles. The Full-Time Manager agrees to install and maintain a system of accounts acceptable to Lander County and its auditors. All accounting records and supporting documents shall be subject to audit and inspection and made available at any and all reasonable times to Lander County and its authorized officers, agents or employees. Accounting records and supporting documents invariably shall be available on the schedule required by the County's auditors.
- C. The term "green fee" shall be defined as all revenue collected from daily regular fees, monthly and annual discounted fees, advance reservation fees and other categories of revenue which may be established.
- D. *The Full-Time Manager will purchase golf balls, and furnish the necessary labor to pick up golf balls and debris from the golf course, in preparation for grass mowing, at no cost to Lander County.*



IV. LEASE OF BUILDING:

The Full-Time Manager shall be responsible for leasing of the building under conditions to be stipulated at a later date.

V. HOURS OF OPERATION:

The Full-Time Manager shall maintain the following hours: seven days a week, with the golf course open from dawn until dusk.

VI. INSURANCE:

PROPERTY INSURANCE - c. *Personal Property Insurance - Full-Time Manager shall obtain its own property insurance on leased property.*

VII. INSURANCE REQUIREMENTS:

- a. General Liability - 1,000,000 per occurrence/ \$2,000,000 aggregate.
- b. Workers Compensation - Full-Time Manager must provide proof of Worker's Compensation insurance to Lander County.

VIII. LIABILITY INSURANCE:

- a. Indemnification Agreement - The Full-Time Manager will hold harmless, indemnify, and defend Lander County, its officers, agents, employees, and volunteers from any loss or liability **caused by any deliberate or negligent act by the Full-Time Manager or its employees or agents.**
- b. Industrial Insurance - The Full-Time Manager shall provide Industrial Insurance as required by law.

IX. BOND REQUIREMENTS:

The Full-Time Manager shall obtain and hold a bond in the amount of \$200,000.

X. LICENSES, PERMITS, FEES, AND TAXES:

The Full-Time Manager shall obtain any and all permits or licenses which may be required by law or ordinance for the conduct of its operations. The Full-Time Manager shall pay any and all fees related to its operations. The Full-Time Manager shall pay any and all taxes which may be assessed against its property in any operations

performed pursuant to this Agreement. The Full-Time Manager shall pay any and all applicable income taxes, payroll taxes, or other taxes relating to the operations.

XI. STATEMENT REQUIREMENTS

- A. By submitting a statement, the Respondent certifies that all information provided in response to this RFP is true and accurate. Failure to provide information will ultimately result in rejection of any statement.
- B. The Respondent's statement shall include: the completed and signed RFP cover page 1; and one (1) manually signed original and one (1) copy of the statement shall be submitted to Lander County. Each copy of the statement shall be bound in a single volume where practical.
- C. All documentation submitted with the proposal shall be included in that single bound volume. Elaborate brochures and other representations beyond those sufficient for presenting a complete and effective statement responding to the RFP are neither required nor desired.

XII. SELECTION OF FULL-TIME MANAGER

Selection of a Full-Time Manager by the County of Lander is not based on competitive bidding, but on professional qualifications, documented experience and the expertise of key personnel to be assigned to the project. Consideration is also given to the following factors:

- ↓ Performance evaluations on similar projects, if applicable;
- ↓ Familiarity with the particular project and area;
- ↓ Key staff personnel available locally for this project;
- ↓ Special or unique expertise;
- ↓ Ability to complete the work as specified;
- ↓ The Manager's proximity to the project;
- ↓ Extent of work which must be subcontracted by the Manager;
- ↓ Extent of work experienced relative to the project;
- ↓ Method of accomplishing of project objectives;
- ↓ Qualifications and experience of the Full-Time Manager to be assigned to the project.

The County of Lander reserves the right to reject all and negotiate final selection with candidates of its choosing. The final selection of the Full-Time Manager will be made by the Lander County Commissioners.

REQUEST FOR PROPOSALS
Golf Course Management Services
Title: RFP #

**Project Request: Management Services for the Mountain View Golf
Course/Clubhouse, Restaurant, Pro-Shop**

The County of Lander, Nevada is seeking Proposals from interested individuals/companies to operate and manage the Mountain View Golf Course in Battle Mountain, Nevada for a contractual period. Respondents are to issue a bid proposal which includes each line item as broken out in section III. **Scope of Services.**

This successful Requestor shall be issued a franchise to operate the golf course clubhouse, restaurant and bar, Pro Shop and driving range. To request an RFP, contact the Clerk of Lander County at 50 State Route 305 S., Battle Mountain, NV 89820. For inquires call Bert Ramos, Public Works Director, (775) 635-2885.

RFP Approved as revised by Board of Commissioners:

LANDER COUNTY SPECIAL COMMISSION MEETING
April 07, 2016

AGENDA ITEM NO. 2

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action to modify and/or renew a lease of the Civic Center between Lander County and Lander County Convention and Tourism by Joint Resolution and/or develop a transition plan for Lander County to take over the operations of the Civic Center, and all other matters properly related thereto.

Public comment.

Background:

LCCAT has had a Joint Resolution with Lander County to operate the Civic Center since 2001.

Recommended Action:

Approve or Disapprove the Joint Resolution.

AGENDA REQUEST FORM



COMMISSIONER MEETING DATE: April 7, 2016

NAME Richard Ripley REPRESENTING: Lander Convention & Tourism Authority

ADDRESS: 625 S. Broad St

PHONE(H): 635-1112 (W): 635-1112 (FAX): 635-1113

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: 775-635-1112

WHO WILL BE ATTENDING THE MEETING 2 Board members including
JOB TITLE Rich Ripley - Board Chairman.
PAOLA TOMERKA & Debra Amens

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: Discussion for possible action to modify or
Renew the joint Resolution between LC & LCCAT and or develop a
transition plan for LC to take over the running of the
Civic Center

BACKGROUND INFORMATION LCCAT has had a joint Resolution
with LC to operate the Civic center since 2001.

WHAT ACTION WOULD YOU LIKE THE BOARD TO TAKE TO RESOLVE THIS ISSUE? Approve or
Disapprove the Joint Resolution

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 BACKUP MATERIAL ATTACHED TO THIS AGENDA REQUEST? YES ___ NO ___

IF THE ITEM IS A CONTRACT AND/OR AGREEMENT, OR REQUIRES LEGAL REVIEW, IT MUST BE REVIEWED BY THE DISTRICT ATTORNEY'S OFFICE PRIOR TO AGENDA SETTING OR IT WILL NOT GO ON THE AGENDA. HAS THE DISTRICT ATTORNEY'S OFFICE PROVIDED THE REQUIRED REVIEW? YES NO ___

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.

Daniel Tomerka for Rich Ripley DATE 3/25/16

As of 2.29.16 we are only at 67% of our Budget

Rental Income Civic Center

FY 2015-2016

Repair & Maintenance	\$2,298.41	\$ 15,900.00
Service and Supplies	\$3,130.20	
Internet	\$1,202.38	
Telephone/Fax	\$2,310.80	
Travel and Training	\$0.00	
Minor Equip/Furniture	\$985.41	
Credit Card Fees	\$96.67	
Janitorial	\$4,514.19	
Miscellaneous	\$0.00	
Postage	\$107.47	
Advertising	\$269.00	
Event Expense	\$583.46	
Salaries-Admin	\$45,690.00	
Parttime office 2	\$36,032.00	
Janitors	\$33,550.00	
Bonus	\$3,000.00	
Group Insurance	\$9,500.00	
Retirement-PERS	\$6,625.00	
Unemployment	\$3,348.00	
Vacation Acc	\$1,950.00	
Medicare	\$1,621.00	
FICA	\$3,782.00	
PACT	\$6,696.00	
Medicare	\$1,621.00	
Auditor	\$15,000.00	
Catering	\$3,941.82	
Pact	\$2,180.12	
TOTAL	\$190,034.93	

Vendors

Midway	Quill
Etcheverry's	Resco-Restaurant Equipment Supply Co.
Family Dollar	Jeff Rife & Associates
Mills	Royal Hardware
Diana Bradley	Ruby Mountain Water
Charter Advertising	Tyco
DTV For Less	Verizon
Douglas Painting	Viper Glass
Ecolab	Nevada State Health Division
Farmers Brother	Performance Computing
Inland Supply	Owl Club
MITY-Lite	Swire Coca-Cola

CIVIC CENTER EXPENSE REPORT FY 14-15

INCOME Civic Center

Repair & Maintenance	\$3,231.80	\$28,000.00
Service and Supplies	\$9,150.00	
Janitorial	\$5,000.00	
Internet	\$533.95	
Telephone/Fax	\$3,430.00	
Travel and Training	\$600.00	
Minor Equip/Furniture	\$8,030.00	
New Fixes Assets	\$0.00	
Credit Card Fees	\$563.24	
Miscellaneous	\$187.18	
Postage	\$343.00	
Advertising	\$339.05	
Event Expense	\$250.00	
Salaries-Admin	\$45,690.00	
Office Part time 1	\$16,120.00	
Janitors	\$33,450.00	
Bonus	\$3,000.00	
Group Insurance	\$8,301.00	
Unemployment	\$1,980.00	
Retirement-PERS	\$5,849.53	
Medicare Insurance	\$1,056.09	
FICA	\$1,747.00	
PACT	\$3,784.00	
Auditor	\$17,500.00	
TOTAL	\$170,135.84	

Vendors

Midway	Quill
Etcheverry's	Resco-Restaurant Equipment Supply Co.
Family Dollar	Jeff Rife & Associates
Mills	Royal Hardward
Diana Bradley	Rudy Mountain Water
Charter Advertising	Tyco
DYI For Less	Verizon
Douglas Painting	Viper Glass
Ecolab	Nevada State Health Division
Farmers Brother	Performance Computing
Inland Supply	Owl Club
MITY-Lite	

January 12, 2016

Active Contracts for the Civic Center

We have the following leases, contracts and or bills in our name on behalf of the Civic Center.

AT&T Phone lines- 775-635-1112 & 775-635-1113 \$53.00 per month Can transfer to new location

EcoLab Dishwasher rental monthly \$87.58. Will have to transfer into County's name

Farmers Bros Coffee Machines No fee, but we must purchase all of our coffee supplies from them.

Inland Supply We purchase all cleaning supplies from them. Must change billing into County's name

NV. State Health Division Health permit. \$200 per year. Will expire on 3.31.2016

Performance Computing Internet Service. We have paid it in 1 payment for the year. \$840 per yr . Paid up until June 30, 2016. We can transfer this service to our new office.

Ruby Mountain Water water cooler for office . \$4 every other month or so. We can take this with us to new office.

Swire Coca-Cola Civic Center Soda Machine. Must stay at Civic Center. Change account into County's name.

Tyco Fire Alarm \$244 per quarter. Paid up until 2.29.2016. Account must be put into County's name.

Tyco Security Alarm \$265 per quarter. Paid up until 2.29.16. Account must be put into County's name.

LCCTA/Civic Center Inventory June 30, 2015

Item	# of items	Serial #	
Chairs (Black)	368		
Round Tables	36		
Long Tables (Under Stage)	33		
Long Tables (On Stage)	27		
Chairs (Under Stage)	267		Old Tables
Round Table Cloths	30		Old Chairs
Long Table Cloths	30		Stained
Hallway:			
Display Cases			Stained
American Flag	2		
Brochure Rack	1		
Hallway Benches	1		
LG TV	4		
	1		
Office:			
Office Computers	2		
Marque Computer	1		
Dell Laptop	1		
External Computer Speaker	1	7890785245	
Casio Cash Register	1		
Point & Pay Card Readers	2	5287799	
Office Phones	3		
Laminator	1		
P-Touch Labeler	1	CRC52158	
Money Counter	1		
Paper Shredder	1	2078	
Verizon Droid Cellphone	1		
LinkPoint Credit Card Machine	1		
Casio Calculator			
Office Furniture:			
4-Drawer File Cabinet	2		
Sofa Table	1		
Lateral File Cabinet	1		
2-sided Desk	1		
Door Hutch	1		
Desk File	1		
Desk Hutch	1		
Black File Cabinet	1		
Black Storage Cabinet	3		
Safe	1		
Computer Desk Chairs	1		
Office Chairs	2		
Ticket Booth Chair	2		
	1		

Coffee Carafe's	8
Clear Bowls	23
Steam Table Carpet Runners	4
Dish Drying Rack	1
Beverage Bucket	1
Small S/S Tubs	3
Dish Washer Trays	8
Sound System:	
Community Speakers	1
Shure Wireless Mic	6
	2
Wireless Headset Mic	1
Projectors	3
Screens	3
Carvin Speakers (Old)	2
DVD Player	1
DVD Player (Old)	1
CD Player	1
Microphone Receiver	1
Amp	1
External Computer Speaker	1
Microphone Stands	5
Cassette Player (Old)	1
Sound Room Stool	1
Polycom Conference Phone	1
Connex Storage Containers:	
O'Henry Tent	2
Fryer (Old)	1
Vertical Poles	1
Horizonatl Hook Poles	38
Pole Stands	37
White Curtains	41
Green Curtains	119
Popcorn Machine (Old)	40
	1
Chukar Tournament:	
Lg Ticket Tumbler	1
M Ticket Tumblers	4
Sm Ticket Tumblers	2
Digital Scale	1
Spin the Wheel Games	2
Stage/Dressing Room	
Rolling Chairs	2
Spot Light	1
Wooden File Cabinet	1

1LB1552385-01
1LC0678170-02

LANDER COUNTY SPECIAL COMMISSION MEETING
April 07, 2016

AGENDA ITEM NO. 3

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action to approve one of four options as an agreement between Lander County and Lander County Hospital District for the operation of the EMS program, and all other matters properly related thereto.

Public comment.

Background:

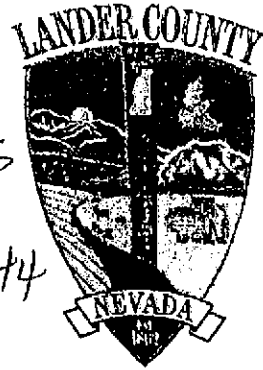
Attached

Recommended Action:

Lander County Hospital District would like the commissioners to choose one of the fair options. Review attached documents.

bow

AGENDA REQUEST FORM



COMMISSIONER MEETING DATE: APRIL 7, 2016

NAME PEGGY LINDSEY REPRESENTING: LCHD/LCENS

ADDRESS: 5375 S. HUMBOLDT ST. BM INN 89820

PHONE(H): Ø (W): 635-6060 (FAX): 635-8844

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: WORK

WHO WILL BE ATTENDING THE MEETING PEGGY LINDSEY, CEO
JOB TITLE STEVE TOWNE, PARAMEDIC

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: INTERLOCAL AGREEMENT BETWEEN LANDER COUNTY AND LANDER COUNTY HOSPITAL DISTRICT.

BACKGROUND INFORMATION INTERLOCAL AGREEMENT RENEWAL.

WHAT ACTION WOULD YOU LIKE THE BOARD TO TAKE TO RESOLVE THIS ISSUE? LANDER COUNTY HOSPITAL DISTRICT WOULD LIKE THE COMMISSIONERS' TO CHOOSE ONE OF THE FOUR OPTIONS, PLEASE REVIEW.

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST: YES NO THE ATTACHED.
AMOUNT: SEE ATTACHED

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 BACKUP MATERIAL ATTACHED TO THIS AGENDA REQUEST? YES NO

IF THE ITEM IS A CONTRACT AND/OR AGREEMENT, OR REQUIRES LEGAL REVIEW, IT MUST BE REVIEWED BY THE DISTRICT ATTORNEY'S OFFICE PRIOR TO AGENDA SETTING OR IT WILL NOT GO ON THE AGENDA.
HAS THE DISTRICT ATTORNEY'S OFFICE PROVIDED THE REQUIRED REVIEW? YES NO

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.
JL FOR PEGGY LINDSEY DATE 3/28/16

BOARD MEETS THE 2ND AND 4TH THURSDAY OF EACH MONTH
COMMISSION FAX (775) 635-5332 - FAXED 3/28/16 4 PAGES TOTAL
JESSICA CEJA

Option 1

- Monthly stipend for
Year 1 \$15,000
Year 2 \$12,000
Year 3/4 \$10,000

Reducing \$2000 each year after

- Service and Maintenance for all equipment and if needed the possibility of contract renewal
- Austin stand-alone volunteer service with County owned and maintained equipment
- Presently Lander County Emergency Medical Services provides services for all of the Psychiatric transfers.

This was a verbal agreement between the County (Keith Westengard) and Phil Hanna.

The agreement was that Lander County Emergency Medical Services would assume responsibilities for all Lander County Psychiatric transfers.

Lander County Emergency Medical Services would furnish the two man crew for these transfers.

1. Driver

2. Attendant with a Basic Life Support (BLS) medical kit.

Lander County Emergency Medical Services would also keep the vehicle clean, inside and outside and first echelon maintenance.

Lander County would furnish the vehicle with a lock-down intervehicle cage for mental health transfer, fuel and maintenance on the vehicle.

Lander County will pay a \$650 Stipend per Reno mental health transfer after invoice issued to the county.

This would pay Lander County Emergency Medical Services personal wages for the time spent on mental health transfers.

The reason for the change in transfer guidelines is to prevent possible litigation for Lander County, Lander County Sheriff's Office and Battle Mountain General Hospital.

- Any quarter Lander County Hospital District breaks even Lander County Hospital District will forfeit the County's monthly stipend
- Any profit will be divided between both parties for said quarter

Option 2

- Monthly Stipend \$15,000
- Service and Maintenance for all equipment
- Three year term with the possibility of contract renewal, if needed
- Presently Lander County Emergency Medical Services provides services for all of the Psychiatric transfers.

This was a verbal agreement between the County (Keith Westengard) and Phil Hanna.

The agreement was that Lander County Emergency Medical Services would assume responsibilities for all Lander County Psychiatric transfers.

Lander County Emergency Medical Services would furnish the two man crew for these transfers.

1. Driver

2. Attendant with a Basic Life Support (BLS) medical kit.

Lander County Emergency Medical Services would also keep the vehicle clean, inside and outside and first echelon maintenance.

Lander County would furnish the vehicle with a lock-down intervehicle cage for mental health transfer, fuel and maintenance on the vehicle.

Lander County will pay a \$650 Stipend per Reno mental health transfer after invoice issued to the county.

This would pay Lander County Emergency Medical Services personal wages for the time spent on mental health transfers.

The reason for the change in transfer guidelines is to prevent possible litigation for Lander County, Lander County Sheriff's Office and Battle Mountain General Hospital.

- Any quarter Lander County Hospital District breaks even Lander County Hospital District will forfeit the County's monthly stipend
- Any profit will be divided between both parties for said quarter

Option 3

- Monthly Stipend \$12,000
- Service and Maintenance for all equipment
- After two years monthly stipend \$10,000
- Two year term with the possibility of contract renewal, if needed
- Austin stand-alone volunteer service with County owned and maintained equipment
- Presently Lander County Emergency Medical Services provides services for all of the Psychiatric transfers.

This was a verbal agreement between the County (Keith Westengard) and Phil Hanna.

The agreement was that Lander County Emergency Medical Services would assume responsibilities for all Lander County Psychiatric transfers.

Lander County Emergency Medical Services would furnish the two man crew for these transfers.

1. Driver

2. Attendant with a Basic Life Support (BLS) medical kit.

Lander County Emergency Medical Services would also keep the vehicle clean, inside and outside and first echelon maintenance.

Lander County would furnish the vehicle with a lock-down intervehicle cage for mental health transfer, fuel and maintenance on the vehicle.

Lander County will pay a \$650 Stipend per Reno mental health transfer after invoice issued to the county.

This would pay Lander County Emergency Medical Services personal wages for the time spent on mental health transfers.

The reason for the change in transfer guidelines is to prevent possible litigation for Lander County, Lander County Sheriff's Office and Battle Mountain General Hospital.

- Any quarter Lander County Hospital District breaks even Lander County Hospital District will forfeit the County's monthly stipend
- Any profit will be divided between both parties for said quarter

Option 4

County solely owned and operated for the North and South Rent John Peters Health Services Center

Doc # 0263690

04/12/2012

04:15 PM

Official Record

Recording requested By

LANDER COUNTY CLERK

Lander County - NV

Idonna Trevino - Recorder

Fee: Page 1 of 10

RPTT: Recorded By: TO

Book- 632 Page- 0233



0263690

RECORDING REQUEST BY:

Lander County Clerk

315 South Humboldt Street

Battle Mountain, Nevada 89820

INTERLOCAL AGREEMENT BETWEEN LANDER COUNTY & LANDER COUNTY
HOSPITAL DISTRICT FOR EMERGENCY MEDICAL SERVICES

TITLE OF DOCUMENT

*This page added to provide additional information required by NRS 111.312 Section 1-2.
This cover page must be typed or printed.*



COVER SHEET

INTERLOCAL AGREEMENT FOR EMERGENCY MEDICAL SERVICES Title of Document

Recording Requested By: ANGIE M. ELQUIST, Lander County District Attorney

Return Document To:

Name: ANGIE M. ELQUIST, Lander County District Attorney

Address: P.O. Box 187, Battle Mountain, Nevada 89820



INTERLOCAL AGREEMENT FOR EMERGENCY MEDICAL SERVICES

This INTERLOCAL AGREEMENT FOR EMERGENCY MEDICAL SERVICES, hereinafter referred to as "Agreement" is made by and between Lander County, a political subdivision of the State of Nevada, hereinafter referred to as ("Lander County"), and the Lander County Hospital District., hereinafter referred to as ("LCHD").

RECITALS

WHEREAS, LCHD owns and operates a medical facility known as the Battle Mountain General Hospital, hereinafter referred to as ("BMGH"), located at 535 South Humboldt Street, Battle Mountain, Nevada 89820, which provides inpatient, outpatient, long term care, and emergency services; and

WHEREAS, Lander County and LCHD propose to define an ongoing collaborative relationship to provide Emergency Medical Services, hereinafter referred to as ("EMS") in Lander County; and

WHEREAS, Nevada Revised Statutes ("NRS") 277.180 authorizes one or more governments to enter into a contractual agreement to provide governmental services;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and other good and valuable consideration contained herein, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. Purpose: Lander County and LCHD shall, subject to all terms, conditions, and limitations specified hereinafter, perform the professional services as described in Exhibit A, Scope of Work, attached.
2. Term: This Agreement shall remain in effect from the date it is approved by both parties to the 30th day of June 2013. This term shall be subject to earlier termination as hereafter provided, or this Agreement shall automatically renew each year, for a one year term unless terminated as hereafter provided or replaced by another agreement.
3. Effective Date: This Agreement shall not become effective until and unless approved by appropriate official action of the governing body/official of each of the parties.
4. Payment: Lander County shall pay LCHD a sum of twenty-five thousand dollars (\$25,000.00) per month, and LCHD and Lander County shall abide by the terms, conditions and limitations as set forth in this Agreement and in Exhibit A, attached.



5. Liability and Hold Harmless: Each party shall defend any third party claim against the other party arising from the death of or physical injury to any person or damage to the indemnified party's property to the extent proximately caused by the negligence of the indemnifying party or its agents or employees, and indemnify and hold harmless the other party and its respective officers, directors and employees from and against damages, liabilities and reasonable costs and expenses, including reasonable legal fees incurred in connection therewith.

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

7. Termination: This Agreement may be Terminated prior to the expiration of the term as follows:
 - A. Lander County or LCHD may terminate this Agreement with or without cause upon ninety (90) days written notice served upon the other party as provided in this Agreement.

 - B. Lander County or LCHD may terminate this Agreement in the event of a material breach of the terms and conditions of the Agreement. The non-breaching party shall have the right to terminate this Agreement after providing thirty (30) days written notice to the breaching party, unless such breach is cured to the satisfaction of the non-breaching party within the said thirty (30) days.

 - C. Lander County and LCHD may agree in writing to terminate this Agreement at any time.

 - D. If this Agreement is terminated by either party, equipment purchased by Lander County shall be returned to Lander County.

8. Notices: All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or mailed certified mail, return receipt requested, postage prepaid on

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Exhibit A
Scope of Work
EMERGENCY MEDICAL SERVICES

RESPONSIBILITIES OF LCHD AND LANDER COUNTY

Both parties agree that the service levels for both Battle Mountain Ambulance Service and Austin Ambulance Service, as currently licensed by the State of Nevada, shall not be upgraded or reduced without the written, signed agreement of LCHD and LANDER COUNTY. The parties further acknowledge that the ownership of the vehicles and all major equipment currently used in providing EMS services within Lander County shall remain vested with LANDER COUNTY.

A major consideration in the placement of this Agreement is to establish and evaluate the feasibility of LCHD assuming the function of providing EMS services within Lander County in entirety and in perpetuity. To that end, the feasibility will be established during the budget development process for the Fiscal Year 2013-2014 for LANDER COUNTY and LCHD's Budgets. Unless it is determined at that time that it is NOT feasible and sustainable for LCHD to assume the function of providing EMS services within Lander County in entirety and in perpetuity, THE LANDER COUNTY EMS FUNCTION SHALL BE ASSUMED, IN ENTIRETY, BY LCHD ON JULY 1, 2013, with LANDER COUNTY still providing a monthly payment to LCHD.

RESPONSIBILITIES OF LCHD

LCHD shall assume full responsibility for the following day-to-day operations of the Lander County Emergency Medical Services ("EMS"):

- These operations shall not influence decisions made by EMS Providers, Medical Control or the patient regarding the medical facility to which the patient shall be transported. The patient shall not, however, be transported past the nearest medical facility that can provide appropriate diagnostic and stabilization care unless on-scene EMS Personnel and Medical Control concur that said transport is in the patient's best interest.
- All regular full and part time personnel shall be employees of Battle Mountain General Hospital ("BMGH") and shall be subject to all rules, regulations and policies of BMGH. BMGH shall provide all liability insurance coverage as required by the Nevada Revised Statutes ("NRS") or other organizations that have insurance relationships with BMGH and Lander County; i.e., Liability Cooperative of Nevada and Nevada Public Agency Insurance Pool.
- All volunteers of the EMS Service shall be subject to the rules, regulations and policies approved by BMGH for the volunteer's participation on the EMS Service. BMGH shall provide all liability coverage for the EMS Service volunteers as required by the NRS or other organizations that have insurance relationships with BMGH and Lander County; i.e., Liability Cooperative of Nevada and Nevada Public Agency Insurance Pool.



- BMGH shall ensure that all licensing required for the Lander County EMS System by NRS, Nevada Administrative Code ("NAC") or the Nevada EMS Commission is current. BMGH shall assure that all necessary reports for said licensing are submitted to the appropriate parties as required.
- BMGH shall ensure that all required initial training, certification and continuing medical education courses are reasonable available to EMS personnel. BMGH shall ensure that all personnel scheduled to provide EMS Services shall meet NRS, NAC and Nevada EMS Commission training requirements.
- BMGH shall ensure that all reporting requirements for EMS Services in Lander County not already noted in this AGREEMENT are met as required. BMGH personnel shall collect and tabulate information required to fulfill said reporting requirements.
- BMGH shall ensure that all business office support required by the EMS Service is provided. This shall include, but not be limited to, charging, coding, billing and collection services.
- BMGH shall ensure that the EMS Service is incorporated into the BMGH Risk Management/ Quality Assurance System (also known as an Enterprise Risk Management System) and that all required reporting requirements are met.
- General administration of the Lander County EMS Service shall be under the direction of the BMGH Chief Executive Officer.
- BMGH shall ensure that the vehicles used for EMS Services to fulfill this AGREEMENT are regularly inspected to meet licensure requirements and fitness for use as established by the Nevada State EMS Commission.
- LCHD shall make every reasonable effort to obtain grant funding for all vehicle and equipment replacement and additions
- A projected Lander County EMS Service budget for each fiscal year shall be developed, reviewed and approved in a collaborative process between LCHD and the LANDER COUNTY.
- A final accounting shall be made at the end of the fiscal year and the appropriate cost reports have been settled and financial records audited. Quarterly payments, interim settlements, cost report adjustments, grant funds, designated contributions and other revenue specific to EMS shall be used to offset Lander County EMS Service expenses. If there is an operating surplus from EMS operations, the surplus shall be divided equally between the LCHD and LANDER COUNTY.
- LCHD shall report to LANDER COUNTY on a quarterly basis about the operations and financial performance of Lander County EMS Services in a format to be determined by the LCHD and LANDER COUNTY.
- BMGH shall use the approved budget as an operating guide for the Lander County EMS Service. Exact expense items will be presented to LANDER COUNTY each quarter. At the end of each calendar quarter an interim cost settlement shall be made between LCHD and LANDER COUNTY. The interim cost settlement shall consider expenses, revenues and projected cost report funds. As a result of the interim cost settlement, an operating surplus shall be divided equally between the LCHD and LANDER COUNTY, minus



what is to be reimbursed to LANDER COUNTY in excess of the amounts its paid monthly.

RESPONSIBILITES OF LANDER COUNTY

LANDER COUNTY shall assume full responsibility of the following:

- LANDER COUNTY shall ensure that the vehicles used for EMS Services are licensed, registered, insured, maintained and repaired.
- LANDER COUNTY shall maintain ownership of the vehicles and all major (capital) equipment used in the provision of EMS Services.
- The value of the vehicle inventory and major (capital) equipment used in Lander County EMS Services shall be carried on the books of LANDER COUNTY, subject to straight-line depreciation over the established accounting useful life of the vehicles and/or equipment.
- The value of the vehicles and major equipment currently used in providing EMS services within Lander County shall be determined by taking the AICPA established useful asset life depreciated on a straight-line basis over the period of "in-service" use of each particular asset.
- LANDER COUNTY shall remain responsible for the purchase of new vehicles, and the regular and routine maintenance of the vehicles and all major equipment currently used in providing EMS services within Lander County.
- In the event of damage to or demise of LANDER COUNTY vehicles or any major equipment currently used in providing EMS services within Lander County, the LANDER COUNTY insurer will be notified and financial arrangements for the repair or replacement of the vehicle or piece of equipment will be made at the discretion of the LANDER COUNTY.

LANDER COUNTY SPECIAL COMMISSION MEETING
April 07, 2016

AGENDA ITEM NO. 4

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and possible action to adjourn the Lander County Commissioners Meeting at 50 State Route 305, Battle Mountain, Nevada and to reconvene the meeting at 11:45 a.m. at the Lander County Recreation Center located at 560 Altenburg Avenue, Battle Mountain, Nevada for Ground Breaking Ceremonies, and all other matters properly related thereto.

Public comment.

Background:

Recommended Action:

SPECIAL AGENDA

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

APRIL 7, 2016

LANDER COUNTY COURTHOUSE
50 STATE ROUTE 305
BATTLE MOUNTAIN, NEVADA

9:00 A.M. Call to Order

Pledge of Allegiance

*Discussion for possible action regarding approval of Agenda Notice.

Public Comment - For non-agendized items only. *Persons are invited to submit comments in writing and/or attend and make comments on any agenda item at the Board meeting. All public comment may be limited to three (3) minutes per person, 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.*

PUBLIC HEARING

*(1) Discussion and possible action regarding the Request for Proposals (RFP) for Mountain View Golf Course Clubhouse, Restaurant and Pro Shop, and all other matters properly related thereto.

Public comment.

*(2) Discussion for possible action to modify and/or renew a lease of the Civic Center between Lander County and Lander County Convention and Tourism by Joint Resolution and/or develop a transition plan for Lander County to take over the operations of the Civic Center, and all other matters properly related thereto.

Public Comment

*(3) Discussion for possible action to approve one of four options as an agreement between Lander County and Lander County Hospital District for the operation of the EMS program, and all other matters properly related thereto.

Public Comment

*(4) Discussion and possible action to adjourn the Lander County Commissioners Meeting at 50 State Route 305, Battle Mountain, Nevada and to reconvene the meeting at 11:45 a.m. at the Lander County Recreation Center located at 560 Altenburg Avenue, Battle Mountain, Nevada for Ground Breaking Ceremonies, and all other matters properly related thereto.

Public Comment

