

Meeting Agenda
Lincoln County Regional Development Authority
August 16, 2021
4:30 p.m.

Join Zoom Meeting

<https://us02web.zoom.us/j/89532938716?pwd=aTI4WUFVNGtBZlA1NzV6RktZbTlTdz09>

Dial
669-900-6833
Meeting ID: 895 3293 8716
Passcode: 827865

Notes: 1. Items on this agenda on which action may be taken are followed by the term "**Possible Action.**"
2. Items on this agenda may be taken out of order, combined with other agenda items for consideration, removed from the agenda, or delayed for discussion at any time.
3. Reasonable efforts will be made to assist and accommodate physically handicapped persons attending the meeting. Please call 775-443-7667 in advance so arrangements can be made.
4. For further information or to obtain copies of board materials contact Jeff Fontaine (775-443-7667) or ccjfontaine@gmail.com or P.O. Box 851; Caliente, NV 89008-0851
5. Board materials can also be obtained at Caliente City Hall, 100 Depot Ave, Caliente, NV

ITEM

1. **CALL TO ORDER** – Chairman’s welcome, roll call, determination of quorum and pledge of allegiance. (Discussion)
2. **PUBLIC COMMENT** – This time is devoted to comments by the general public, pursuant to NRS 241.020(2)(c)(3). No action will be taken on matters raised under public comment until the matter itself has been included on an agenda as an action item. (Discussion)
3. **APPROVAL OF MINUTES** – Review and approve minutes of the May 24, 2021 Lincoln County Regional Development Authority meeting. (**Possible Action**) *Tab 1*
4. **FINANCIAL REPORT AND EXPENDITURES** – Discussion and action on financial matters - the Lincoln County Regional Development Authority current financial report and invoices submitted for payment. (**Possible Action**) *Tab 2A, Tab 2B and Tab 2C*
5. **APPROVAL OF A CONTRACT BETWEEN THE LINCOLN COUNTY REGIONAL DEVELOPMENT AUTHORITY AND THE GOVERNOR’S OFFICE OF ECONOMIC DEVELOPMENT FOR LCRDA TO PROVIDE ECONOMIC DEVELOPMENT SERVICES AND AUTHORIZING THE LCRDA EXECUTIVE DIRECTOR TO SIGN THE CONTRACT.** (**Possible Action**) *Tab 3*

6. **DISCUSSION AND POSSIBLE ACTION FOR THE LINCOLN COUNTY REGIONAL DEVELOPMENT AUTHORITY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH STARTUPNV TO GROW AND MAINTAIN A VIBRANT, ROBUST, AND INCLUSIVE STARTUP ECOSYSTEM AND COMMUNITY THROUGHOUT THE STATE OF NEVADA, WITH A FOCUS ON LINCOLN COUNTY AND SOUTHERN NEVADA.** (Possible Action) [Tab 4](#)
7. **UPDATE ON BATTLE BORN BUTCHER BLOCK, LLC'S USDA HARVEST & RENDERING FACILITY IN THE CALIENTE INDUSTRIAL PARK.** (Discussion)
8. **DISCUSSION AND POSSIBLE ACTION REGARDING THE LIMITATION OF TWO COMPETITIVE TRUCK EVENTS EACH CALENDER YEAR ON BUREAU OF LAND MANANAGEMENT LAND IN LINCOLN COUNTY.** (Possible Action) [Tab 5](#)
9. **DISCUSSION REGARDING INFRASTRUCTURE PRIORITIES FOR COMMUNITY AND ECONOMIC DEVELOPMENT IN LINCOLN COUNTY.** (Discussion)
10. **UPDATE ON LINCOLN COUNTY REGIONAL DEVELOPMENT AUTHORITY GRANTS AND PROJECTS AND POTENTIAL FUTURE GRANT OPPORTUNITIES.** (Discussion)
11. **UPDATE ON ACTIVITIES OF THE LINCOLN COUNTY AUTHORITY OF TOURISM.** (Discussion)
12. **BOARD MEMBER/EXECUTIVE DIRECTOR COMMENTS** – Board members and the Executive Director can make announcements, request information and discuss topics for future agendas. (Discussion)
13. **NEXT MEETING** – Set date, place, time and possible agenda items for the Authority's next meeting. (**Possible Action**)
14. **PUBLIC COMMENT** – This time is devoted to comments by the general public, pursuant to NRS 241.020(2)(c)(3). No action will be taken on matters raised under public comment until the matter itself has been included on an agenda as an action item. (Discussion)

ADJOURN

This agenda was transmitted by email August 5, 2021 for posting at the following locations:

Lincoln County Courthouse - 181 N. Main St., Pioche, NV

Lincoln County Alamo Annex - 121 Joshua Tree St., Alamo, NV

Caliente City Hall - 100 Depot Ave, Caliente, NV

University of Nevada Cooperative Extension Office - 360 Lincoln St., Caliente, NV

Tab 1

MINUTES
LINCOLN COUNTY REGIONAL DEVELOPMENT AUTHORITY (LCRDA)
VIRTUAL MEETING VIA ZOOM

May 24, 2021

The meeting was called to order by Chairman Hurd at 4:32 pm.

Determination of Quorum: The following Board members were in attendance:

Mr. David Hurd
Mr. Nolan Avery
Mr. Eric Bernal
Councilman George T. Rowe
Commissioner Varlin Higbee
Dr. Don Deeever
Mr. Lynn Jackson

Members absent:

Mr. Jay Schofield
Ms. Emilia Cargill

Members of the public: Marcia Hurd, President, Lincoln County Authority of Tourism;

Public Comment: There was no public comment.

Approval of Minutes: Chairman Hurd asked if there were any changes to the April 19, 2021 meeting minutes and seeing none, he asked for a motion to approve. Councilman Rowe moved to approve the April 19, 2021 meeting minutes. The motion was seconded by Dr. Deeever and was approved unanimously.

Financial Report and Expenditures: Mr. Fontaine said that the May 17th Financial Report reflected changes since the last report and included expenditures for contract services and the recreational trails mapping program. Mr. Fontaine said that the invoices pending approval today are \$3,806.02 from Nevada Authority Management, LLC for professional services and \$2,295 from Nevada Central Media, LLC for preparing trail maps, and noted that that the Nevada Central Media, LLC invoice would be reimbursed by Nevada State Parks pursuant to LCRDA's Recreational Trails Program Grant. Mr. Fontaine also said that he recently had a phone call with the Lincoln County Auditor who informed him that LCRDA's budget is part of the County's budget and that there was no LCRDA budget information for the fiscal year. Mr. Fontaine said he was unaware that LCRDA's budget was part of the County's budget and that he provided the Auditor with LCRDA's current Financial Report and budget for the next fiscal year. He also said that the Auditor verified that the Authority's audited beginning fund balance as of July 1, 2020 was \$85,249.47.

Commissioner Higbee moved, and Mr. Avery seconded a motion to approve the Financial Report and the invoices from Nevada Authority Management, LLC and Nevada Central Media, LLC. The motion was approved unanimously.

Possible Action on a Written Request for the Lincoln County Regional Development Authority to Extend the Period of Service in its Agreement with Nevada Authority Management, LLC for One Year from July 1, 2021 to June 30, 2022: Mr. Fontaine referred to the letter in the Board packet and said that the contract between Nevada Authority Management, LLC and the Lincoln County Regional Development Authority allows for annual one contract extensions when a request from Nevada Authority, LLC has been submitted to and approved by the Board.

Commissioner Rowe moved, and Commissioner Higbee seconded a motion to extend the LCRDA's agreement with Nevada Authority Management, LLC for one year from July 1, 2021 to June 30, 2022. The motion was approved unanimously.

Discussion and Possible Approval of a Resolution Authorizing LCRDA's Membership in the Nevada Public Agency Insurance Pool: Mr. Fontaine said that Board approved membership in the Nevada Public Agency Insurance Pool at the last meeting and that this was administrative item to approve the Resolution required by POOL/PACT. Mr. Fontaine noted that the signature block required all Board Members to sign and said that he had confirmed with POOL/PACT that it only needed to be signed by Chairman Hurd. Mr. Fontaine also said that being a Member of POOL/PACT provides additional benefits such as training and consultation.

Commissioner Higbee moved, and Councilman Rowe seconded a motion to approve the Resolution Authorizing LCRDA's Membership in the Nevada Public Agency Insurance Pool. The motion was approved unanimously.

Discussion and Possible Action to Purchase Advertising in the Lincoln County Authority of Tourism's Lincoln County 2021-2022 Visitor Guide.

LCAT President provided an overview of the Lincoln County 2021-2022 Visitor Guide and the different levels of sponsorship. She said that even though many people are using social media it was still important to have a visitor's guide and that it will provide visitors with information about Lincoln County and help keep them here. She also said that it would be good for visitors to know about the Lincoln County Regional Development Authority. In response to a question from Councilman Rowe, Mr. Fontaine said that LCRDA's budget would allow for purchasing advertising if the Board decided to approve such. There was further discussion and recommendations for reaching out to local businesses and organizations to purchase advertising.

Councilman Rowe moved, and Mr. Avery seconded a motion to approve the purchase advertising a quarter page ad in the Lincoln County Authority of Tourism's Lincoln County 2021-2022 Visitor Guide for \$100. The motion was approved unanimously.

Discussion and Possible Action to Approve a Contract with Nevada Central Media, LLC to Update Lincoln County Regional Development Authority's Website and Provide Social Media Services: Mr. Fontaine said that this item was discussed at the last meeting and that the proposed contract in the Board packets reflected the changes requested by the Board to delete the proposed

relocation guide and revise the social media component. Mr. Rowley said that the website was last updated over 5 years ago, and this update would have a more modern look and would reflect current issues and conditions related to economic development in Lincoln County and that he and Mr. Fontaine would work together to create and maintain a social media presence for a targeted audience.

Chairman Hurd asked about Facebook and Mr. Rowley suggested that the Authority start with a single page to build a following and target individuals and industries which would eventually justify a group for a larger community in economic development. He also said that if you start with a page you could pay to boost visibility. Councilman Rowe asked if the budget could handle it to which Mr. Fontaine responded that there is funding for the update. Commissioner Higbee asked about the network ownership and Mr. Rowley said that changing the website hosting and ownership of the domain to LCRDA would be an improvement and is part of the contract.

Commissioner Higbee moved, and Councilman Rowe seconded a motion to approve a contract with Nevada Central Media, LLC to update Lincoln County Regional Development Authority's Website and provide social media services. The motion was approved unanimously.

Submittal of Lincoln County Regional Development Authority's Response to the Governor's Office of Economic Development Request for Proposal 21-152-601 Economic Development Services: Mr. Fontaine said that the Governor's Office of Economic Development issues a Request for Proposal for Economic Development Services every two years and that this year the responses are due by May 28th. He also said that he did not have an exact amount for the two-year contract but will know more when GOED's budget is finalized. He referred to the draft response in the Board packets and said that he included an update to Lincoln County Regional Development Authority's Comprehensive Economic Development Strategy, or CEDS in the response, which he noted was on the agenda for approval by the Board today. He also noted that he prioritized utilization of pinyon juniper as feed stock for renewable energy, agriculture, and mining and business development related to outdoor recreation. Mr. Jackson said that he reviewed the draft response and that it looked good. He also said that we should also be looking at some other issues and that we should be working with BLM to get approval for more off-road races as they would only approve two races this year. Mr. Jackson also said he met with the Superintendent at the Caliente Youth Center who told him there was a hiring freeze. Mr. Fontaine said that those do not need to be included in the GOED RFP response and that he would work on those issues and report back to the Board.

Councilman Rowe moved, and Mr. Jackson seconded a motion to approve Lincoln County Regional Development Authority's Response to the Governor's Office of Economic Development Request for Proposal 21-152-601 Economic Development Services. The motion was approved unanimously.

Update on Efforts to Develop a U.S. Department of Agriculture Meat Processing Facility in Lincoln County.

Mr. Fontaine said that the Caliente City Council issued a business license to Battle Born Butcher Block, LLC and revised a lease agreement for the business to build a U.S. Department of Agriculture meat processing facility at the Meadow Valley Industrial Park. Councilman Rowe said that he had met with Jim Bourne who told him that a 5,000 square foot building had been ordered and there would be 15

employees to start. Councilman Rowe also said that the City Council scheduled a special meeting on June 8th on the project.

Mr. Fontaine gave an update on efforts to construct another U.S. Department of Agriculture meat processing facility at the Alamo Industrial Park. Commissioner Higbee said that Sunrise Engineering could map only the corners of the first phase and not the internal lots because the subdivision was never recorded. Chairman Hurd asked about the possibility of using a local land surveyor to set the boundary markers. Commissioner Higbee said that the map will go to the Planning Commission and then to the Board of County Commissioners on June 21st and the survey could take place after approval.

Discussion and Possible Action to Initiate an Update to the 2017 Lincoln County

Comprehensive Economic Development Strategy: Mr. Fontaine said that the Lincoln County Comprehensive Economic Development Strategy needs to be updated every five years for the Authority to remain eligible for grants from the U.S. Department of Commerce, Economic Development Administration. He also said that a CEDS update can be significant effort and that the Nevada Economic Assessment Project Socioeconomic Baseline Report prepared for Lincoln County June 2019 contained much of the data that would need to be updated. Mr. Fontaine said that he spoke with Fred Steinman who is a professor at the University of Nevada, College of Business and that Professor Steinman had an EDA grant to help rural development authorities in Nevada update their CEDS. He said that Professor Steinman is helping the Nye County RDA and Northeastern Nevada RDA with their CEDS and agreed to help Lincoln County Regional Development Authority. Mr. Fontaine said that there would be cost to LCRDA of about \$6,000 but less than \$10,00 for incidental expenses not covered under Professor Steinman's grant.

Update on Lincoln County Regional Development Authority Grants and Projects: Mr. Fontaine said that the U.S. Department of Agriculture, Rural Development was still evaluating the Rural Business Development Grant applications and that he would update the Board on Lincoln County's application for a grant to conduct a feasibility study to upgrade power at the Alamo Industrial Park.

Update on Activities of the Lincoln County Authority of Tourism: Marcia Hurd, President, Lincoln County Authority of Tourism provided a written update on LCAT's activities which is attached to these minutes.

Board Member/Executive Director Comments:

Mr. Fontaine said that he participated in a Zoom meeting with Dave Luttrell with the Lincoln County Power District's General Manager and said it was informative and productive. He said they discussed future energy issues including distributed solar energy. Councilman Rowe asked when the next round of Southern Nevada Public Lands Management Act (SNPLMA) grant funding would take place and Mr. Fontaine said he would try and find out. Councilman Rowe mentioned the Memorial Day barbeque that was being held in Caliente and Mr. Jackson offered to help.

Next Meeting: It was decided that the next meeting would be held June 21st at the Caliente Depot.

Public Comment: There was no public comment.

The meeting was adjourned at 6:15 p.m.

Tab 2A

Financial Report
Lincoln County Regional Development Authority
6/30/2021

Revenues	FY21 Budget	FY21 Actual
Beginning Fund Balance	\$97,566.00	\$85,249.47
OHV Program Grant (Reimbursement)	\$9,049.00	\$4,387.00
Recreational Trails Program Grant Reimbursement)	\$39,525.00	\$3,945.00
Governor's Office of Economic Development (Basic)	\$55,000.00	\$41,250.00 ¹
Lincoln County	\$10,000.00	
City of Caliente	\$1,000.00	
NDOT Church/Service Club Sign Payments	\$832.00	
Corporate Support	<u>\$5,000.00</u>	
Total Revenues	\$120,406.00	\$49,582.00
Expenditures		
P.O. Box Rental	\$76.00	\$76.00
Travel	\$300.00	
Contract Services (Exec. Director.)	\$50,000.00	\$22,837.00²
Trade Show Expenses (Exec. Director)	\$2,000.00	
Target Industry Analysis, Marketing and Prospect Dev.	\$10,000.00	
Other PJ Marketing	\$3,500.00	
Website Maintenance (NV Central Media)	\$1,200.00	\$1,200.00
Capital Projects/Grant Match Fund	\$90,000.00	
OHV Program - Kiosks	\$9,049.00	
Recreational Trails Program - Mapping Project	\$24,525.00	\$19,360.00³
NDOT sign printing	\$1,832.00	\$361.25
Host Fund	\$500.00	
Unallocated	\$24,990.00	
Total Expenditures	\$217,972.00	\$43,834.25

Bolded numbers are changes since the last report

¹Does not include final payment of \$8,800 from GOED

²Includes \$2,884.00 pending approval 8/16/2021

³Includes \$4,590.00 pending approval 8/16/202

Financial Report
Lincoln County Regional Development Authority
8/6/2021

Revenues	FY22 Budget	FY22 Actual
Unaudited Beginning Fund Balance	\$122,566.00	
OHV Program Grant (Reimbursement)	\$9,049.00	
Recreational Trails Program Grant Reimbursement)	\$5,000.00	
Governor's Office of Economic Development (Basic)	\$55,000.00	
Lincoln County	\$10,000.00	
City of Caliente	\$1,000.00	
NDOT Church/Service Club Sign Payments	\$648.00	
Corporate Support	<u>\$5,000.00</u>	
Total Revenues	\$85,697.00	
Expenditures		
P.O. Box Rental	\$76.00	
Travel	\$300.00	
Contract Services (Exec. Director.)	\$50,000.00	\$1,854.00 ¹
Contract Services UNR for CEDS	\$20,000.00	
Trade Show Expenses (Exec. Director)	\$2,000.00	
Target Industry Analysis, Marketing and Prospect Dev.	\$5,000.00	
Other PJ Marketing	\$3,500.00	
Liability Insurance/Workers Comp	\$1,400.00	
Website Maintenance (NV Central Media)	\$1,200.00	
Website Redesign	\$4,950.00	\$2,475.00
Capital Projects/Grant Match Fund	\$90,000.00	
OHV Program - Kiosks	\$9,049.00	
Recreational Trails Program - Mapping Project	\$5,000.00	\$4,590.00 ¹
NDOT sign printing	\$648.00	
Host Fund	\$500.00	
Unallocated	\$14,640.00	
Total Expenditures	\$208,263.00	\$8,919.00

¹Pending approval 8/16/2021

Tab 2B

Monday, August 16, 2021

Ms. Amy Elmer
Lincoln County Auditor/Recorder
P.O. Box 218
Pioche, Nevada 89043

Invoice for Professional Services Rendered to the Lincoln County Regional
Development Authority by Nevada Authority Management, LLC during the
Period of July 1, 2021 to August 6, 2021. THANK YOU!

Labor	18.0 hrs. @ \$103/hour
SubTotal Labor	\$1,854.00
Expenses	0
TOTAL	\$1,854.00

Monday, August 16, 2021

Ms. Amy Elmer
Lincoln County Auditor/Recorder
P.O. Box 218
Pioche, Nevada 89043

Invoice for Professional Services Rendered to the Lincoln County Regional
Development Authority by Nevada Authority Management, LLC during the
Period of May 18, to June 30, 2021. THANK YOU!

Labor	28.0 hrs. @ \$103/hour
SubTotal Labor	\$2,884.00

Expenses	0
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TOTAL	\$2,884.00
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NEVADA AUTHORITY MANAGEMENT, LLC

400 Bunker Hill Drive

Carson City, NV 89703

Time record for May 19, 2021 to August 6, 2021

DATE	ACTIVITY	HRS
5/19/2021	Phone call with Fred Steinmann UNR College of Business re: Lincoln County CEDS Update	0.5
5/20/2021	Watch Caliente City Council Zoom meeting re: lease agreement for Battle Born Butcher Block	0.5
5/21/2021	Phone call with Lincoln County Auditor and follow up email to reconcile LCRDA budget, phone calls with Jim Bourne re: lease agreement with City of Caliente	1.5
5/21/2021	Prepare LCRDA's draft response to the Governor's Office of Economic Development Request for Proposal for Economic Development Services.	3
5/24/2021	Continue work on GOED RFP, participate in LCRDA Board Zoom meeting	3
5/27/2021	Finalize and submit Governor's Office of Economic Development Request for Proposal for Economic Development Services, phone call with Humboldt County Regional Development Authority and additional research on Meadow Valley lease agreement	2
5/28/2021	Research business loans for Battle Born Butcher Block, LLC	0.5
6/1/2021	Phone calls with Rural Nevada Development Corporation and Battle Born Butcher Block, LLC re loans, phone call update with Mike Ray, Two Pigs Custom Meats, prepare May 24 LCRDA meeting minutes	3
6/2/2021	Participate in Pinyon Juniper Partnership Executive Committee monthly meeting	1
6/3/2021	Provide comments in support of LCAT's request for room tax revenue to Caliente Room Tax Board and City Council, follow-up phone calls with Jim Bourne	1
6/9/2021	Participate in Rural Desert Southwest Brownfields quarterly teleconference meeting, research development and funding history for Meadow Valley Industrial Park, meeting with GOED Director Michael Brown and GOED Deputy Director Bob Potts	2.5
6/14/2021	Finalize and post LCRDA 6/21/21 meeting agenda, prepare meeting backup material	1.5
6/15/2021	Prepare Lincoln County economic information for Paul Matthews for USDA grant application	1
6/21/2021	Prepare additional research on Meadow Valley Industrial Park title, phone call with Jim Bourne, complete and submit final paperwork for LCRDA membership in Nevada Public Agency Insurance Pool	1
6/23/2021	Review trail brochures; call with Ben Rowley, NCM re: FHWA disclaimer	0.5
6/23/2021	Research documents and prepare for and watch Caliente City Council meeting re: Meadow Valley Industrial Park land sale to Battle Born Butcher Block, LLC	5
6/30/2021	Phone call with Charlie Donohue, Administrator, Nevada State Lands re: AB84 bond funds for Caliente Depot, email to StartUpNV re: proposed MOU with LCRDA for grant funding	0.5
	SUBTOTAL	28
7/5/2021	Phone call with Stacey Bostwick, GOED re: workforce development needs and opportunities in Lincoln County, phone call with Jim Bourne re: update on Battle Born Butcher Block, review USDA Rural Business Development Grant award to Lincoln County for Alamo Industrial Park power feasibility study	1.5
7/7/2021	Watch Caliente City Council Zoom meeting re: Meadow Valley Industrial Park land sale, conditional special use permit, and amendment to CC&R's for Battle Born Butcher Block	0.5
7/12/2021	Prepare and submit 2021 Q1 RTP Report and request for reimbursement to State Parks (2rs.), prepare and submit GOED 2021 Q4 Report	3
7/21/2021	Phone call with Rob Hooper, CEO, Northern Nevada Development Authority re: economic development opportunities in Lincoln County	1
7/23/2021	Review USDA Rural Business Development Grant award to Lincoln County to conduct a feasibility study to upgrade power at the Alamo Industrial Park, phone call with Lincoln County Grants Administrator re: USDA Rural Business Development Grant award, conditions and certifications	1
7/30/2021	Conference call with Laura Chavez, USDA and Lincoln County Grants Administrator re: USDA Rural Business Development Grant award, conditions and certifications, follow up phone calls to complete application for LCRDA membership in Nevada Insurance Pool and Public Agency Compensation Trust (POOL/PACT)	1
8/2/2021	Prepare draft agenda for the 8/16/20 LCRDA meeting, research BLM Resource Management Plan re: OHV races	2
8/3/2021	Participate in the Economic Development Administration's Travel, Tourism and Outdoor Recreation Webinar, American Rescue Plan Funding, participate in Zoom meeting re: natural gas pipeline for eastern Nevada, meet with Derek Hemb (SixConstruct) re: potential pinyon-juniper biomass and solar energy projects in Lincoln County	3
8/5/2021	Phone call with Wade Poulsen, Lincoln County Water District re: Lincoln County water projects, phone calls re: Three Pigs Custom Meats update, (SixConstruct) re: pinyon-juniper biomass and solar energy projects in Lincoln County	1
8/6/2021	Coordinate posting of LCRDA 8/16/21 Board meeting agenda, prepare LCRDA 8/16/21 Board meeting packets	4
	SUBTOTAL	18
	TOTAL	46

Tab 2C



Nevada Central Media, LLC

PO Box 635
Alamo, NV 89001 US
+1 7759622461
contact@nvcmedia.com
nvcmedia.com

INVOICE

BILL TO

Lincoln County Regional
Development Authority
Lincoln County Regional
Development Authority
PO Box 851
Caliente, Nevada 89008

INVOICE # 3383

DATE 06/30/2021

DUE DATE 07/15/2021

TERMS Net 15

DESCRIPTION	AMOUNT
Services	2,295.00
6/1/21 - 6/8/21 - Caliente Brochure 3 First & Final Drafts - 27 hours @ \$85/hour	
Services	2,295.00
6/9/21 - 6/16/21 - Alamo Brochure 1 First & Final Drafts - 27 hours @ \$85/hour	

Thank you for your business!

BALANCE DUE

\$4,590.00

**Nevada Central Media, LLC**

PO Box 635
Alamo, NV 89001 US
+1 7759622461
contact@nvcmedia.com
nvcmedia.com

INVOICE

BILL TO

Lincoln County Regional
Development Authority
Lincoln County Regional
Development Authority
PO Box 851
Caliente, Nevada 89008

INVOICE # 3384**DATE 07/31/2021****DUE DATE 08/15/2021****TERMS Net 15**

DESCRIPTION	AMOUNT
Services 6/17/21 - 7/5/21 - Pioche Brochure 1 First & Final Drafts - 27 hours @ \$85/hour	2,295.00
Services 7/6/21 - 7/13/21 - Panaca Brochure 1 First & Final Drafts - 27 hours @ \$85/hour	2,295.00
Services 7/14/21 - 7/15/21 - Alamo Brochure 2 First & Final Drafts - 23.25 hours @ \$85/hour	1,976.25
Services 7/19/21 - 7/22/21 - Panaca Brochure 2 First & Final Drafts - 23.25 hours @ \$85/hour	1,976.25
Services 7/23/21 - 7/27/21 - Pioche Brochure 2 First & Final Drafts - 23 hours @ \$85/hour	1,955.00
Services Printing - 9 Brochures - 250 copies each	1,226.00

Thank you for your business!

BALANCE DUE**\$11,723.50**



Nevada Central Media, LLC

PO Box 635
Alamo, NV 89001 US
+1 7759622461
contact@nvcmedia.com
nvcmedia.com

INVOICE

BILL TO

Lincoln County Regional
Development Authority
Lincoln County Regional
Development Authority
PO Box 851
Caliente, Nevada 89008

INVOICE # 3198

DATE 06/29/2021

DUE DATE 07/14/2021

TERMS Net 15

DESCRIPTION	AMOUNT
Services	2,475.00
Website Re-Design - First Half to Begin Work	

Thank you for your business!

BALANCE DUE

\$2,475.00

Tab 3

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between the State of Nevada
Acting by and Through its

Agency Name:	Governor's Office of Economic Development
Address:	808 W. Nye Lane
City, State, Zip Code:	Carson City, Nevada 89703
Contact:	Bob Potts
Phone:	775-687-9900
Fax:	775-687-9924
Email:	bpotts@diversifynevada.com

Contractor Name:	Lincoln County Regional Development Authority
Address:	P.O. Box 851
City, State, Zip Code:	Caliente, Nevada 89008
Contact:	Jeffrey Fontaine
Phone:	775-443-7667
Email:	ccjfontaine@gmail.com

WHEREAS, NRS 333.700 authorizes officers, departments, institutions, boards, commissions, and other agencies in the Executive Department of the State Government which derive their support from public money in whole or in part to engage, subject to the approval of the Board of Examiners (BOE), services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is both necessary 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 the Nevada State Board of Examiners.
2. **DEFINITIONS.**
 - A. "State" – means the State of Nevada and any State agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
 - B. "Contracting Agency" – means the State agency identified above.
 - C. "Contractor" – means the person or entity identified above that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract.
 - D. "Fiscal Year" – means the period beginning July 1st and ending June 30th of the following year.
 - E. "Contract" – Unless the context otherwise requires, "Contract" means this document entitled Contract for Services of Independent Contractor and all Attachments or Incorporated Documents.
 - F. "Contract for Independent Contractor" – means this document entitled Contract for Services of Independent Contractor exclusive of any Attachments or Incorporated Documents.

CETS# N/A
RFP# 21-152601

3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 10, Contract Termination*. Contract is subject to Board of Examiners' approval.

Effective from:	July 1, 2021	To:	June 30, 2023
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4. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (i) by delivery in person; (ii) by a nationally recognized next day courier service, return receipt requested; or (iii) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or electronic mail to the address(es) such party has specified in writing.
5. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A:	SCOPE OF WORK
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Any provision, term or condition of an Attachment that contradicts the terms of this Contract for Independent Contractor, or that would change the obligations of the State under this Contract for Independent Contractor, shall be void and unenforceable.

6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 5, Incorporated Documents* at a cost as noted below:

\$13,750	per	quarter
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Total Contract or installments payable at:	Quarterly upon receipt and approval of milestones and deliverables.
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Total Contract Not to Exceed:	\$110,000
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The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. 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 result of legislative appropriation may require.

7. **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 specified.
8. **BILLING SUBMISSION: TIMELINESS.** The parties agree that timeliness of billing is of the essence to the Contract and recognize that the State is on a Fiscal Year. All billings for dates of service prior to July 1 must be submitted to the state no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the state of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to Contractor.
9. **INSPECTION & AUDIT.**
- A. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, 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. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, 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 of Contractor where such records may be found, with or without notice by the State Auditor, the relevant State agency or its contracted examiners, 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. All subcontracts shall reflect requirements of this Section.
- C. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the state, or from the date of termination of the Contract, whichever is later. 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. **CONTRACT TERMINATION.**

- A. Termination Without Cause. Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The State unilaterally may terminate this contract without cause by giving not less than thirty (30) days' notice in the manner specified in *Section 4, Notice*. If this Contract is unilaterally terminated by the State, Contractor shall use its best efforts to minimize cost to the State and Contractor will not be paid for any cost that Contractor could have avoided.
- B. State Termination for Non-Appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- C. Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Contract, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under subsection 10D. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:
- 1) If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - 2) If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or
 - 4) If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
 - 5) If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with

respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

- 6) If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

D. Time to Correct. Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in *Section 4, Notice*, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach under subsection 10C, above, shall run concurrently, unless the notice expressly states otherwise.

E. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this Section survive termination:

- 1) The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
- 2) Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
- 3) Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
- 4) Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with *Section 21, State Ownership of Proprietary Information*.

11. **REMEDIES.** 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, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty dollars (\$150.00) per hour. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.

12. **LIMITED LIABILITY.** The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor's tort liability shall not be limited.

13. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

14. **INDEMNIFICATION AND DEFENSE.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of

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subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract.

15. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS.** Contractor represents that it is an independent contractor, as defined in NRS 333.700(2) and 616A.255, warrants that it will perform all work under this contract as an independent contractor, and warrants that the State of Nevada will not incur any employment liability by reason of this Contract or the work to be performed under this Contract. To the extent the State incurs any employment liability for the work under this Contract; Contractor will reimburse the State for that liability.
16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in *Attachment BB*, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

Contractor shall not commence work before Contractor has provided the required evidence of insurance to the Contracting Agency. The State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

- A. Insurance Coverage. Contractor shall, at Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in *Attachment BB*, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by Contractor and shall continue in force as appropriate until:

- 1) Final acceptance by the State of the completion of this Contract; or
- 2) Such time as the insurance is no longer required by the State under the terms of this Contract; whichever occurs later.

Any insurance or self-insurance available to the State shall be in excess of and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

- B. General Requirements.

- 1) Additional Insured: By endorsement to the general liability insurance policy, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- 2) Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of Contractor.
- 3) Cross Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 4) Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.

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5) Policy Cancellation: Except for ten (10) days notice for non-payment of premiums, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this Section shall be sent by certified mail to the address shown on page one (1) of this contract.

6) Approved Insurer: Each insurance policy shall be:

- a) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
- b) Currently rated by A.M. Best as "A-VII" or better.

C. Evidence of Insurance.

Prior to the start of any work, Contractor must provide the following documents to the contracting State agency:

1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor. The certificate must name the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized by the insurer to bind coverage on its behalf. The State project/Contract number; description and Contract effective dates shall be noted on the certificate, and upon renewal of the policies listed, Contractor shall furnish the State with replacement certificates as described within *Section 16A, Insurance Coverage*.

Mail all required insurance documents to the State Contracting Agency identified on Page one of the Contract.

2) Additional Insured Endorsement: An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85), signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per *Section 16B, General Requirements*.

3) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the underlying Schedule from the Umbrella or Excess insurance policy may be required.

4) Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its subcontractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

17. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor shall provide proof of its compliance upon request of the Contracting Agency. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

18. **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.
19. **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 non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
20. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the State.
21. **STATE OWNERSHIP OF PROPRIETARY INFORMATION.** Any data or information provided by the State to Contractor and any documents or materials provided by the State to Contractor in the course of this Contract ("State Materials") shall be and remain the exclusive property of the State and all such State Materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract.
22. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.
23. **CONFIDENTIALITY.** Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.
24. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract, Contractor agrees to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
 - A. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - B. Contractor and its subcontracts shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
 - C. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
25. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
 - A. Any federal, state, county or local agency, legislature, commission, council or board;
 - B. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

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C. Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

26. **GENERAL WARRANTY.** Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
27. **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. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
28. **DISCLOSURES REGARDING CURRENT OR FORMER STATE EMPLOYEES.** For the purpose of State compliance with NRS 333.705, Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Contract, is a current employee of the State or was employed by the State within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform, to the Contracting Agency.
29. **ASSIGNMENT OF ANTITRUST CLAIMS.** Contractor irrevocably assigns to the State any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of State of Nevada or federal antitrust laws in connection with any goods or services provided under this Contract.
30. **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, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.
31. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the 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 and approved by the Office of the Attorney General and the State Board of Examiners. This Contract, and any amendments, may be executed in counterparts.

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

Independent Contractor's Signature Date


Independent Contractor's Title

Michael Brown Date

Executive Director, GOED

Title

Approved as to form by:



Deputy Attorney General for Attorney General

On: 07/12/2021

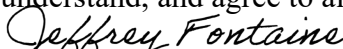
Date

Attachment A

**Nevada Governor's Office of Economic Development
Proposal for Services in Response to RFP No. 19-10
For
Economic Development Services**

1. RDA INFORMATION

Provide all requested information in the space next to each numbered question (type or print responses).

V1	Entity Name	Lincoln County Regional Development Authority		
V2	Street Address	P.O. Box 851		
V3	City, State, ZIP	Caliente, NV 89008		
V4	Telephone Number			
	Area Code: 775	Number: 443-7667	Extension:	
V5	Facsimile Number			
	Area Code:	Number:	Extension:	
V6	Toll Free Number			
	Area Code:	Number:	Extension:	
V7	<i>Contact Person for Questions / Contract Negotiations, including address if different than above</i>			
	Name: Jeffrey Fontaine			
	Title: Executive Director			
	Address: 400 Bunker Hill Drive, Carson City, NV 89703			
	Email Address: ccjfontaine@gmail.com			
V8	Telephone Number for Contact Person			
	Area Code: 775	Number: 443-7667	Extension:	
V9	Facsimile Number for Contact Person			
	Area Code:	Number:	Extension:	
V10	<i>Name of Individual Authorized to Bind the Organization</i>			
	Name: Jeffrey Fontaine		Title: Executive Director	
V11	<i>Signature of Individual Authorized to Bind the Organization</i>			
	I have read, understand, and agree to all terms and conditions herein. Signature: 			Date: May 25, 2021

2. SCOPE OF WORK

As best as you can, please respond in the boxes below each item of this section (the boxes will expand as needed):

- A. Identify the target region to be served. Name the county/counties, city or cities; describe the population, key demographics and the region's top two or three economic drivers. Supporting documentation from local government supporting this designation is encouraged. Any changes in areas from the previous Scope of Work must be accompanied by documentation from that local government requesting a change in supporting Regional Development Authority.

Services will be provided within the 10,600 square mile area encompassing Lincoln County. Lincoln County is the third largest county in Nevada by area, and the seventh largest county in the United States. A majority of Lincoln County could be said to be isolated from the rest of the state and country, especially after highway NV-318 was built, providing a route around the county. Much of the traffic heading north on U.S. Route 93 is not destined to Caliente, Panaca, or Pioche. The county, however, is in a prime spot for citizens who appreciate rural life with access to the benefits that come from living in nearby metropolitan areas like Las Vegas and Salt Lake City.

Overall, Lincoln County is sparsely populated with 0.5 persons per square mile. The 2010 U.S. Census estimated population for Lincoln County was 5,345 and 5,183 for 2019 which is 2.9% reduction. Approximately two-thirds of the County's population resides in the City of Caliente and the Towns of Alamo, Panaca and Pioche.

The percentage of population persons 65 years and older living in Lincoln County in 2019 was 25.3% compared to the statewide percentage of 16.1%.

It is estimated that 13.8 % of the population of the County was in poverty in 2019 and as of March 2021 the County's unemployment rate was 6.4%. During period 2015 to 2019, the median household income in Lincoln County was \$58,462 which was lower than the Nevada average.

High paying sectors include Transport by Rail with earnings per employee of \$83,251, Federal Government at \$74,488, State Government at \$92,048, Local Government at \$64,351 and Telecommunications at \$61,423. Collectively, these economic sectors employed an estimated 709 persons during 2018.

- B. Identify and describe a basic plan for creating jobs in the region served that is linked to the State Plan for Economic Development. Such a plan must identify strategies and goals for:

- The creation and development of new businesses:

The Lincoln County Regional Development Authority will review and revise the County's Comprehensive Economic Development Strategy (CEDS) to reflect current economic development strategies and align with the State Plan for Economic Development. The Development Authority will work with University of Nevada Cooperative Extension to update its CEDS and the baseline data contained in the

Nevada Economic Assessment Project Report for Lincoln County to further refine economic development strategies.

The Development Authority will continue to identify target businesses for attraction to Lincoln County. Priority will be placed on:

- Working with client(s) on the utilization of greater than 9 million acres of invasive pinyon-juniper centered on Lincoln County as a renewable feedstock for energy and chemicals.
- Expanding Lincoln County's outdoor recreation economy by working with Lincoln County, the City of Caliente, Lincoln County Authority of Tourism, Nevada Division of Outdoor Recreation and University of Nevada Cooperative Extension to provide training and technical assistance to develop new businesses to support the growing outdoor recreation economy in Lincoln County. Objectives of the partnerships are to showcase Lincoln County to business owners and entrepreneurs who value the area's outdoor recreation and cultural amenities and to develop an ecosystem that enables more entrepreneurship, commercialization, and new business creation focused on outdoor recreation.
- Identifying and securing large parcels of undeveloped land for organized outdoor recreation activities including youth camps.
- Designing and implementing initiatives to attract remote workers and entrepreneurs to Lincoln County.
- Working with mining companies and agricultural industries to obtain permits and construct necessary improvements to initiate and expand operations.
- Identifying and assisting in securing locations for small businesses and manufacturing, including completing infrastructure at the Alamo Industrial Park and Meadow Valley Industrial Park and working with Lincoln County and the Bureau of Land Management to expedite the sale and transfer of land for businesses and community development and housing.
- Identifying and assisting Lincoln County and the City of Caliente in securing funding for key community development and infrastructure projects with an emphasis on expanding broadband access and capacity.
- Assisting Lincoln County and the City Caliente in developing policies and procedures that will facilitate efficient permitting and licensing of new and expanding businesses.

- The retention and expansion of existing Nevada companies:

A key activity of the Development Authority will be to continually evaluate and monitor issues which may constrain the success of existing businesses by meeting periodically with existing businesses to identify constraints to business viability and growth and identifying and facilitating implementation of initiatives to assist existing businesses. This includes, but is not limited to, working with Lincoln County and the City of Caliente to modify codes, procedures, and other local requirements for expansion of existing businesses, improve/upgrade infrastructure such as roads and broadband, and advise existing businesses of opportunities for technical and financial assistance such as grants/loans, lease agreements and tax abatements.

The Development Authority will serve as a liaison to connect local business owners with applicable State agencies such as the Nevada Division of Transportation, Department of Agriculture, Division of Water Resources and Division of Environmental Protection. The Development Authority will continue its coordination with University of Nevada Cooperative Extension staff regarding entrepreneurial opportunities for existing agricultural and horticultural products sales and with the developers of Coyote Springs regarding opportunities for future development.

The Development Authority will coordinate with the Nevada Division of Child and Family Services regarding making maximum use of Caliente Youth Center (CYC) facilities. The Development Authority will assist in addressing housing needs and other issues that are likely to affect recruitment to the area.

The Development Authority will continue discussions with local mining operators to address their needs for opening and expanding operations.

Additional activities include cooperating with GOED and SBA in planning and holding a procurement outreach forum for small Lincoln County businesses in the County pursuing the development of an incubator for local entrepreneurs and small business owners.

- The attraction and relocation or expansion of companies from outside our state:

The Lincoln County Regional Development Authority will coordinate with GOED regarding leads and prospect/client portfolios, conduct site and other visits with clients, assist clients with local, state, and federal permitting agency coordination, community relations and assist clients in developing and presenting applications for GOED incentives.

The Development Authority will brand and promote Lincoln County as a “great place to live and do business” and increase its marketing activities by modernizing its website and establishing a social media platform to target key industries. The Development Authority will update marketing collateral materials as required (i.e., brochures/factsheets, Power Point presentations) and evaluate the feasibility of contracting for targeted marketing campaign(s).

The Development Authority will continue to work with Federal and State agencies as well as Lincoln County and the City of Caliente to plan and fund community

development projects which are essential to recruiting companies from outside our state to Lincoln County.

The Development Authority will continue efforts to develop the infrastructure needed for companies to lease the Alamo and Meadow Valley Industrial Parks. The Development Authority will also continue its coordination role in completing a trans load facility to access Union Pacific Railroad's southern line which is vital to the expansion of companies from outside our state as well as existing businesses.

The Development Authority will work closely with Lincoln County's workforce development coordinator to train workers for targeted industries in Lincoln County with an emphasis on establishing apprenticeships for local high school students.

Such a plan may include strategies and goals for:

- Development of key industry sectors
- Retention and expansion of existing Nevada businesses
- Workforce development
- Rural and community economic development
- Entrepreneurial and startup development
- Research & Development
- Meeting goals outlined in the [2020 State Climate Strategy](#)
- State and Federal legislative and lobbying strategies

C. Briefly identify and describe two-year goals consistent with the plan for economic development which, at a minimum, must include:

- The creation and development of new businesses and regional entrepreneur support focused on developing scalable businesses:

- Enhanced decision-making by local entrepreneurs.
- Creation of a business incubator.
- An influx of entrepreneurs who are attracted to Lincoln County's lifestyle and outdoor amenities.
- Start-up of 2-3 new small businesses in Lincoln County.
- Reduced number of small business failures in Lincoln County.
- Increased employment in Lincoln County.

- The retention and expansion of existing Nevada companies:

- Expansion of 2-3 existing agricultural/food processing businesses
- Awareness among entrepreneurs of opportunities to supply developers of projects in Lincoln County with products and services.
- Increased sales by Lincoln County businesses to federal agencies operating within the County.
- Successful recruitment of additional staff at the CYC related C.O. Bastian High School operated for the State by the Lincoln County School District.
- Increased number of small business expansions in Lincoln County.

- The attraction and relocation or expansion of companies from outside our state:

- LCRDA targeted industrial marketing initiative(s) fully integrated with and informed by GOED marketing initiatives.
- Increased number of GOED generated leads with interest in Lincoln County.
- Increased number of LCRDA generated leads.
- Progress in community development and infrastructure, including a trans load facility for rail access.
- Initiation of pilot studies for the utilization of pinyon juniper biomass.

- D. Identify and describe a plan to work regularly with and unify regional local governmental leadership and economic development staff, workforce development and other key organizations.

The Lincoln County Regional Development Authority Board of Directors includes a Lincoln County Commissioner and Caliente City Councilman who serve as liaisons to their respective governing bodies and the LCRDA Executive Director works closely with county and city staff and brief the Board of Lincoln County Commissioners and Caliente City Council on the economic development activities of the Authority. LCRDA has established a partnership with the Lincoln County Authority of Tourism with both providing regular updates to each other's Board. LCRDA will coordinate and collaborate with county workforce development staff and local utilities including, the Lincoln County Power District, Alamo Power District, Alamo Water and Sewer District, Pioche Utilities and Lincoln County Telephone System, Inc.

LCRDA will continue its coordination with the Nevada Pinyon-Juniper Partnership and White Pine County regarding industrial utilization of pinyon-juniper biomass derived from Bureau of Land Management lands. The Development Authority will also work closely with the BLM, University of Nevada Cooperative Extension, and state agencies, including the Nevada Department of Transportation, Governor's Office Innovation and Technology and Nevada Department of Conservation and Natural Resources' Division of State Parks, Division of Outdoor Recreation and OHV Commission.

The Lincoln County Regional Development Authority will be the central point of contact for the Nevada Governor's Office of Economic Development (GOED), USDA Rural Development Administration, Economic Development Administration, other agencies and the public for economic development services and information within Lincoln County and the City of Caliente.

- E. Describe your organization's track record in economic development, including the length of time applicant has been providing services described in this RFP to the public and/or private sector. Also, briefly describe your organizational capacity necessary to carry out the plan for economic development.

LCRDA has provided regional economic development services within Lincoln County and the City of Caliente for nearly 25 years. The Lincoln County Treasurer and Lincoln County Recorder/Auditor manage all LCRDA's monies, with the Board of Lincoln County Commissioners approving the processing of checks for all invoices submitted to LCRDA and approved by the LCRDA Board of Directors for payment. On May 1, 2017 the Board of Lincoln County Commissioners adopted the 2017 Lincoln County Comprehensive

Economic Development Strategy (CEDS) which describes socioeconomic characteristics of the County; strengths, weaknesses, opportunities and threats to economic development in the area; and lays out a strategy for capitalizing upon strengths and opportunities and overcoming strengths and weaknesses The 2017 Lincoln County CEDS demonstrates that while the characteristics of the Lincoln County economy have not changed dramatically since the Authority was established in the late 1990's, investments in key infrastructure and pending public land decisions posit significant opportunities for employment and income growth in the County and City. The current LCRDA Board includes current and retired business owners and managers, and government officials appointed by Lincoln County and the City of Caliente.

- F. Describe your organization's interaction with GOED programs to include [the Community Development Block Grant \(CDBG\)](#), [Nevada Main Street](#), [Nevada Film Office](#), [Procurement Technical Assistance Program \(PTAC\)](#), [Emerging Small Business Program \(ESB\)](#), [International Division/Nevada Global](#), [State Trade Expansion Program Grant \(STEP\)](#), the Small Business Enterprise Loan Program (Nevada Opportunity Fund), the State Small Business Credit Initiative ([Venture Capital/Collateral Support](#)), and any other programs created by statute.

The Lincoln County Regional Development Authority assists the City of Caliente and Lincoln County with the preparation of Community Development Block Grant (CDBG) applications and is a member of the CDBG Advisory Committee.

LCRDA will review GOED's programs and evaluate their applicability in Lincoln County focusing on the Nevada Main Street, Nevada Film Office, Procurement Technical Assistance Program (PTAC) and Emerging Small Business Program (ESB). LCRDA will continue to monitor these programs and work with GOED staff to determine if they can be implemented.

- G. Present current and proposed organizational structure, if different than current. Structure should address functions listed in paragraph C above and include, at the minimum, a full time Program Director.

Through execution of an interlocal agreement between Lincoln County and the City of Caliente, the Lincoln County Regional Development Authority (LCRDA) was first established in 1993. On April 5, 2012, an updated interlocal agreement was adopted by the Board of Lincoln County Commissioners and the Caliente City Council re-affirming the role of LCRDA as the primary entity responsible for economic development within Lincoln County and establishing the current organization of the nine-member Board of Directors in which four members are appointed by the Commission and four members by the Council. The ninth member of the Board is appointed by the other eight members. Annually, the LCRDA Board of Directors selects a Chairman and Vice Chairman. LCRDA employs a contract executive director. LCRDA does not maintain an office location or staff, other than the contract executive director. The Lincoln County Treasurer and Lincoln County Recorder/ Auditor manage all LCRDA's monies, with the Board of Lincoln County Commissioners approving the processing of checks for all invoices submitted to LCRDA and approved by the LCRDA Board of Directors for payment. A listing of the current LCRDA Board of Directors is provided in Attachment C. All LCRDA meetings are open to the public and noticed in accordance with the Nevada Open Meeting Law.

- H. Present proposed State and Federal legislative and lobbying activities. Please include description of the RDA's coordination with GOED.

LCRDA's Executive Director is a registered lobbyist representing the Lincoln County Regional Development Authority in the 2021 Session. He has not testified or lobbied on any measures on behalf of LCRDA this Session. LCRDA will continue to advocate for and work with Nevada's Congressional delegation for revisions to the Lincoln County Conservation, Recreation and Development Act (Public Law 108-424) that will establish a more effective and efficient process for transferring public lands to Lincoln County for development.

3. **RDA BACKGROUND AND LETTER OF SUPPORT**

A. **QUALIFIED RDA INFORMATION**

Responses should briefly address each of the following (enter N/A if not applicable):

Organization type and legal status (non-profit, LLC, incorporated, quasi-governmental, etc.)*	Created pursuant to Nevada Revised Statutes 277.080 and 277.170 inclusive of the Interlocal Cooperation Act by Lincoln County and the City of Caliente
Describe your structure. What entities are included and how and by whom is the structure sanctioned?	
Does your entity have a Board of Directors? If so, please provide a list.	Please see attached
Does your entity have bylaws? If so, please provide.	
Are you registered with Secretary of State's Office? If so, please provide number (Nevada Business License, etc.).	
Do you file any forms with the IRS or other government agencies (990, etc.)?	
Federal tax ID	88-6000094
Dun and Bradstreet Number (DUNS)	041673419
What financials are routinely prepared and who reviews them?	Financial reports are prepared by the contract LCRDA Executive Director and reviewed by the LCRDA Board of Directors approximately monthly. Invoices approved by the LCRDA Board are reviewed by the Lincoln County Auditor. LCRDA finances are audited each year as part of the independent audit of Lincoln County's finances.
What other documents/reports are routinely prepared and to whom are they submitted?	Monthly progress report is prepared by the contract LCRDA Executive Director and submitted to the Board of Directors.

* If the applicant is a local governmental entity, it must be a county; an incorporated city; or an entity that is directly or indirectly controlled by a city or county and is constituted for the purpose of economic development.

If the applicant is a combination of two or more local governmental entities, it must be created by joint action, such as an interlocal or cooperative agreement, of two or more cities or counties or any combination thereof for the purpose of economic development.

If the applicant is a nonprofit private entity, it must be registered with the Office of the Secretary of State as a nonprofit corporation pursuant to chapter 82 of NRS, exempt from federal income tax pursuant to 26 U.S.C. § 501, and constituted for the purpose of economic development.

An RDA may be a combination of a nonprofit private entity and one or more local governmental entities for the purpose of economic development.

- 2) Disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending which involves the RDA or in which the RDA has been judged guilty or liable with the State of Nevada, if any.

N/A

- 3) Disclosure regarding current or former state employees. For the purpose of State compliance with NRS 333.705, Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Contract, is a current employee of the State or was employed by the State within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform, to the Contracting Agency.

Is the Contractor or any employee of Contractor who will be forming services under this contract a current employee of the State or was employed by the State within the preceding 24 months?

Yes ☐ No ☒

If Contractor answered "Yes" above, provide the identity of such persons and the services that each person will perform.

- 4) Resumes for key staff to be responsible for performance of any contract resulting from this RFP.

Have resumes for key staff been included in this response?

Yes ☒ No ☐

B. PARTNERS/COMMUNITY SUPPORT

Is the Letter of Support from the local government(s) attached (if applicable):

Yes ☒ No ☐

Although not necessary, RDAs may also provide additional references, partner identification, or indications of community support from similar projects performed for private, state and/or large local government clients within the last three years.

4. **PERFORMANCE MEASURES AND REPORTING REQUIREMENTS**

Is RDA able to fulfill the performance measure tracking and reporting requirements identified below?

Yes ☒ No ☐

PERFORMANCE MEASUREMENTS

Using a method prescribed by GOED, organizations designated as an RDA will be required to provide a quarterly report which includes, but is not limited to, the following:

- Leads, prospects, wins and losses for business start-up, retention, expansion, and relocation;
- The associated jobs, wages, capital investment, industry, location, and a brief description of the RDA's engagement or assistance provided;
- Any other information deemed necessary by the RDA; and
- Any other information required by GOED.

REPORTING REQUIREMENTS

The RDA will be required to submit quarterly reports to GOED following the reporting format provided by GOED. Due by the 10th day after the end of each quarter, the report will include:

- A description of each activity undertaken with funding provided pursuant to the contract;
- The amount of total funding and the amount of state funding used for each such activity;
- Accomplishments achieved during the quarter;
- A statement of the benefit provided to the public during that quarter; and
- An analysis of the work needed to be accomplished in the next quarter in order to continue progress toward stated goals, including the jobs goal.
- Brief narrative describing activity related to GOED programs that occurred during the reporting period such as:
 - PTAC/ESB referrals/contracts;
 - Knowledge Fund/ Nevada Innovation Fund
 - Non-Entitlement CDBG applications and approved project updates (Rural RDAs);
 - Nevada Main Street Applications;
 - International/Nevada Global;
 - STEP Grants;
 - Nevada Film Office;
 - State Small Business Credit Initiative;
 - Workforce Innovation (WINN); and
 - Any other State or Federal grants or programs not explicitly outlined above

Tab 4

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this “MOU”), is made by and between StartUpNV, a registered 501(c)(3) non-profit (“StartUpNV”) and the Lincoln County Regional Development Authority, (LCRDA) a Regional Development Authority established pursuant to Nevada Revised Statutes 277.080 and 277.170 inclusive of the Interlocal Cooperation Act. StartUpNV and LCRDA are sometimes collectively referred to herein as the “Parties”.

This Agreement is effective on the date signed by a duly authorized representative of StartUpNV and LCRDA, whichever date is later, as long as the date signed by the second party is within thirty (30) calendar days of signature by the first party (the “Effective Date”).

AGREEMENT

1. MISSION.

The partnership on which the Parties are intending to collaborate, has the following intended mission in mind:

To grow and maintain a vibrant, robust, and inclusive startup ecosystem and community throughout the State of Nevada, with a focus on Lincoln County and Southern Nevada.

2. PURPOSE AND SCOPE.

The Parties intend for this MOU to provide the cornerstone and structure for any and all future contracts and agreements being considered by the Parties and which may be related to the partnership.

3. OBJECTIVES.

The Parties shall endeavor to work together to develop and establish policies and procedures that will promote and sustain a market for newly started and imported from other regions startup businesses led or co-owned by women and the services that support them such as, but not limited to, co-working / office space, education / boot camps for entrepreneurs and investors, pitch events, learning events / courses, subject matter expert mentorship, business development services, marketing services, sales and customer acquisition services, talent recruitment services, technology development services, and access to pre-seed / seed / angel / venture capital , and intend to maintain a product and/or service that meets or exceeds all business and industry standards.

4. RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES.

Any party hereto may decide not to proceed with the partnership contemplated herein for any reason or no reason. A binding commitment with respect to the partnership described herein will result only from execution of definitive agreements, subject to the conditions contained therein. Notwithstanding the two preceding sentences of this paragraph, the provisions under the headings Governing Law and Confidentiality are agreed to be fully binding on, and enforceable, against the Parties.

The following are the individual services that the Parties are contemplating providing for the Partnership:

StartUpNV shall render and provide the following services that include, but are not limited to: Entrepreneurial support programs and content such as seminars, boot camps, education, pitch events, mentorship, professional services providers for business development, marketing, sales, recruiting, software / app / web development, access to capital and other services designed to attract and support entrepreneurial activities and success.

Investor support programs and opportunities such as deal flow, pitch events, educational boot camps, fund formation/management services, deal syndication, and related programs and services to attract and educate early stage investors.

LCRDA shall render and provide the following services that include, but are not limited to: Referrals, promotion through email and social media, and mentors on a project by project basis as agreed in a separate statement of work or other project related documentation.

5. TERMS OF UNDERSTANDING.

The term of this MOU shall be for a period of three (3) years from the Effective Date and maybe extended upon written mutual agreement of the Parties. Either party hereto may terminate with MOU for any reason by providing thirty (30) calendar days written notice to the other party.

6. LEGAL COMPLIANCE.

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this MOU in accordance with the provisions of the law and regulations that govern their activities. Nothing in the MOU is intended to negate or otherwise render ineffective any such provisions or operating procedures. The Parties assume full responsibility for their performance under the terms of this MOU.

If at any time either party hereto is unable to perform their duties or responsibilities under this MOU consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other party to establish a date for resolution of the matter.

7. LIMITATION OF LIABILITY.

No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this MOU.

8. NOTICE.

All notices required or permitted under this MOU be given in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified, (b) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party, (c) one (1) day after deposit with a nationally recognized air courier service such as FedEx; or (d) an electronic record sent by e-mail pursuant to NRS 719.240. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are for information only.

If to StartUpNV: StartUpNV
 300 South 4th Street, Suite 180
 Las Vegas, NV 89101

If to LCRDA: Attn: Executive Director
 P.O. Box 851
 Caliente, NV 89008-0851

9. GOVERNING LAW; VENUE; WAIVER OF TRIAL JURY.

The laws of the State of Nevada shall govern the validity, construction, performance, and effect of this MOU, without giving effect to its conflict of law provisions. Each party hereto consents to, and waives any objection to, the State courts located in the County of Clark, State of Nevada as the proper and exclusive venue for any disputes arising out of or relating to this MOU or any alleged breach thereof. Each party hereby waives trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this MOU.

10. AUTHORIZATION AND EXECUTION.

The signing of this MOU does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this MOU.

11. COUNTERPARTS; ELECTRONIC DELIVERY.

This MOU may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. Execution of this MOU at different times and places by the Parties shall not affect the validity thereof. It shall not be necessary for any counterpart to bear the signature of all Parties. Executed copies hereof may be delivered by facsimile or e-mail, pursuant to NRS 719.240, and upon receipt will be deemed originals and binding upon the Parties, regardless of whether originals are delivered thereafter.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the Effective Date as defined herein.

StartUpNV

By: _____

Printed Name: _____

Title: _____

Date: _____

LCRDA

By: _____

Jeff Fontaine, Executive Director

Date: _____

Tab 5

Goals – Recreation

Provide quality settings for developed and undeveloped recreation experiences and opportunities while protecting resources.

Conduct an assessment of current and future off-highway vehicle demand, and plan for and balance the demand for this use with other multiple uses/users.

Develop sustainable off-highway vehicle use areas to meet current and future demands, especially for urban interface areas.

Objectives – Recreation

To provide a wide variety of recreation opportunities to satisfy a growing demand by a public seeking the open, undeveloped spaces that are characteristic of the planning area.

To provide visitor information to familiarize people with recreational opportunities throughout the planning area and encourage minimum impact or “Leave No Trace” and “Tread Lightly” recreational skills and ethics for recreational activities.

Management Actions – Recreation

Parameter – Special Recreation Management Areas

REC-1: Manage for the protection of cave resources in the planning area according to the Ely District Office Cave Management Plan.

REC-2: Manage five special recreation management areas for a broad recreation opportunity spectrum ensuring a balance of recreation experiences (see **Map 17**).

- The **Loneliest Highway Special Recreation Management Area** (675,123 acres);
- The **Chief Mountain Special Recreation Management Area** (111,181 acres);
- The **Egan Crest Special Recreation Management Area** (53,455 acres);
- The **Pahranagat Special Recreation Management Area** (298,500 acres); and
- The **North Delamar Special Recreation Management Area** (202,890 acres).

REC-3: Develop recreation sites, as appropriate, to proactively manage for tourism and recreation experiences.

REC-4: Write recreation area management plans for each special recreation management area identified in REC-2 to provide further management guidance at a site-specific level. The process for development of recreation area management plans is described as follows:

Ely District Approved Resource Management Plan

- Establish an interdisciplinary team to ensure broad participation.
- Hold public scoping meetings, as appropriate, to identify the potentially affected publics. Involve Resource Advisory Councils, local government, state and federal agencies, gateway communities, local user groups as applicable to the recreation management area. Prepare appropriate maps to facilitate discussion in identifying issues, concerns and desired future needs.
- Using information from the interdisciplinary team and through public scoping, identify different recreation niches to be served in the special recreation management area. Write specific objectives for the recreation opportunities that would be provided and managed. Use the recreation opportunity spectrum to describe the existing setting character and the desired future setting character.
- Collect and analyze data identified through the scoping process to assist in the development of the best set of proposed actions to meet the recreation and other resource objectives of the area.
- All recreation area management plans will incorporate guidance from Appendix C of the BLM Land Use Planning Handbook. Plans would address the following:
 - Development of specific recreation management zones within each special recreation management area.
 - Public education and interpretation. This would include working with the local communities and other land management agencies in public outreach as well as in marketing an areas recreation opportunities.
 - Monitoring.
 - Necessary support actions for the administration of the areas including any business plans, fee programs, permit programs and potential concessionaires.
- Utilize Best Management Practices to mitigate localized disturbances to wildlife. These may include, but are not limited to: placement of signs and public education at key recreation access areas; identification of seasonal motorized route closures to protect wildlife during sensitive periods of their lifecycles; re-routes or existing roads and trails; permanent closures of existing routes; and the establishment of recreation use limitations.

REC-5: Manage areas not designated as Special Recreation Management Areas as extensive recreation management areas. A majority of the planning area is available for dispersed, backcountry, and undeveloped recreational uses.

REC-6: Manage for recreation facilities and services such as trails, trailheads, staging areas, and associated structures in extensive recreation management areas following activity-level plans and NEPA analysis for the management of designated wilderness, ACECs, the Silver State Off-highway Vehicle Trail,

backcountry byways, and where appropriate, for management of recreational impacts to natural and cultural resources.

REC-7: Develop or construct recreation trails and routes in extensive recreation management areas as future needs are identified in site-specific planning.

REC-8: Conduct a study of potential routes for the Silver State Off-highway Vehicle trail in White Pine County in accordance with Subtitle E of the White Pine County Conservation, Recreation, and Development Act of 2006.

REC-9: Continue to provide visitor orientation information, interpretive activities, signage, safety programs, and other visitor outreach activities. Familiarize the public with recreational opportunities throughout the planning area and encourage minimum impact or “Leave No Trace” behavior for recreational activities.

Parameter – Special Recreation Permits

REC-10: Monitor the use and number of outfitter and guide permits for geographic regions within the planning area for 3 years following plan implementation. Following the monitoring period, issue outfitter and guide permits with special stipulations and conditions to protect resources and reduce user conflicts.

REC-11: Manage four special recreation permit areas totaling approximately 1.3 million acres to provide opportunities for competitive motorcycle special recreation permit events (see **Map 18**).

REC-12: Manage competitive motorcycle events on designated routes within special recreation permit areas (see **Map 18**).

REC-13: Designate event routes and develop additional mitigation in subsequent activity level plans (also see Appendix D).

REC-14: Manage for a maximum of two competitive truck events each calendar year.

REC-15: Manage four routes for competitive truck events. Rotate use of routes to lessen impacts.

REC-16: Permit non-competitive off-highway vehicle events on a case-by-case basis.

REC-17: Close desert tortoise ACECs to all high-speed, competitive off-highway vehicle use (also see Appendix D).

REC-18: Close desert tortoise ACECs to all types of organized non-speed, off-highway vehicle events from March 1 to June 15, and September 1 to October 31 (also see Appendix D).

REC-19: Limit non-speed off-highway vehicle events in desert tortoise ACECs as identified in **Table 14** (also see Appendix D).

REC-20: Limit vehicle off-loading areas, if authorized within desert tortoise habitat, to areas of existing disturbance. Limit event size by the number of vehicles that can be involved without expanding the disturbed area. Terms and conditions and best management practices describe stipulations that will be attached to all special recreation permits for organized off-highway vehicle events in desert tortoise habitat.

Table 14
Summary of Limitations for Non-speed Off-highway Vehicle Events
Within Desert Tortoise ACECs

Stipulations	Corridors		
	Carp-Elgin, Halfway Wash, and East Halfway Wash	Littlefield	Kane Springs Road
Dates allowed for events	June 16 – August 31 November 1 – February 28-29	November 1 – February 28-29	June 16 – August 31 November 1 – February 28-29
Maximum number of vehicles	100	300 4-wheeled vehicles or 400 motorcycles	300
Maximum number of laps	1	1	1
Maximum number of events allowed per tortoise ACEC	3	4	4

REC-21: Implement the following management actions for desert tortoise habitat (see **Map 7**). Implement the additional conditions for desert tortoise and conditions for the Southwest willow flycatcher, White River springfish, Pahrump poolfish, and Big Springs spinedace habitat contained in the 2008 Biological Opinion (Appendix D) (also refer to discussions on Special Status Species).

- **For speed events:** Event participants will be informed that they will not ride their ATVs or motorcycles in the desert after they finish an event. This includes the open desert as well as roads and trails. Failure to comply with this condition by anyone associated with a particular rider will result in the disqualification of that rider.
- **For speed events** including non-speed sections: If a vehicle breaks down, it will be moved to the side of the race course, avoiding damage to vegetation to the extent possible. Participants who stop to rest will pull over onto side roads or areas devoid of perennial vegetation, if possible. Riders who voluntarily retire from the event will either wait along the course for their crew to pick them up, or travel along the course to a pit area. Chase crews will be limited to retrieving vehicles that are broken down along the course. All chase vehicles must have a pit pass, retrieval pass, or other form of access permission from the Ely District Office.
- **For speed events:** No spectators or spectator areas will be allowed in ACECs. Spectator vehicles will be allowed in designated spectator areas only. Spectator areas will be confined to existing disturbed areas or new areas selected in coordination with the U.S. Fish and Wildlife Service. Spectator areas are established for viewing purposes only and vehicles will be prohibited. The promoter will be required to mark the boundaries of the spectator area so that spectators can readily tell where the boundary is

located. Rope or wire with warning triangles or other similar sturdy materials will be used. A monitor will be placed at each spectator area to ensure spectators remain within the designated boundary. Anyone found outside of the designated area will be subject to citation.

- **For speed events:** Pit crews will use only authorized pit areas. Pits shall be confined to existing disturbed areas, unless otherwise approved by the U.S. Fish and Wildlife Service. Pit areas will be marked with a sign stating that a pit pass is required. A maximum of ten pit passes will be issued to each entrant; however, in unusual cases, the Ely District Office may authorize issuance of additional passes to meet specific needs or conditions. Under no circumstances will the issuance of additional passes create or contribute to expansion of designated pit areas. Pit passes should be identified by color or unique number, the name and date of event, and distinguish the pit to which the pass applies (i.e., main pit or course pit), and will be affixed to the windshield of each vehicle. Vehicles in the pit area without pit passes will be towed at the owner's expense. Unauthorized duplication of pit passes will result in disqualification of the entrant and this will be stated on each pass.
- **For speed events including non-speed sections:** All event-related activities will be confined to authorized vehicle routes, pit areas, spectator areas, and the course itself, and will not stray into vegetated areas. All major access routes leading into restricted areas will be monitored or marked closed and bannered off. Personnel will be stationed at these areas, as appropriate, to enforce access restrictions. Directional signs to spectator and pit areas will be posted at all main access points. "Race-in-progress" signs will be posted at each location where the race crosses another road. Other disqualification or hazard zones will be monitored periodically during the event.
- **For all events,** Ely District Office staff will be present to check for compliance with stipulations of the race permit. The importance of staying on the race course will be stressed to all participants by the Ely District Office and promoter.
- **For all events:** A sufficient number of BLM rangers, monitors, and crowd control officials, as determined by the Ely District Office in coordination with the U.S. Fish and Wildlife Service, will be required to enforce compliance with stipulations of the event permit. Monitors may be Ely District Office or proponent personnel and will be stationed at all disqualification or hazard areas to record any violations. As a general guideline, the Ely District Office will provide one law enforcement officer per 50 participants to control unauthorized vehicular travel off existing roads, and ensure that habitat damage does not occur. The number of law enforcement officers present may be increased or decreased based on the event proponent's past history of event management and stipulation compliance, the estimated number of spectators, geographic setting of the event, or experience gained from previous similar events, at the discretion of the BLM's authorizing officer.
- **For all events including non-speed sections:** To reduce casual use of the race course, the race area may be legally closed to casual use on the day of the race. The promoter will be required to station monitors or post signs at road intersections, prohibiting public access, where the general public is likely to access the race course. A Federal Register notice providing authority to close race areas in the Ely and Las Vegas District Offices will be issued. This will allow BLM law enforcement officers to enforce

Ely District Approved Resource Management Plan

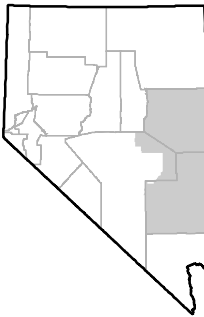
regulations. A legal notice will be published in the local newspaper, or other appropriate publication, before the permitted events take place.

- **For speed events:** Publicity runs will not occur within ACECs, and all event-related vehicular activity will be confined to authorized routes and the course itself and will not stray into vegetated areas.
- **For all events:** To the extent possible, the event course will be cleared of all unauthorized vehicles and personnel prior to each event.
- **For all events:** Participants in each event who violate any stipulation of that event will be disqualified from the event. Additionally, failure to comply with permit conditions by any member of the support team or spectators associated with a particular driver or rider will result in the disqualification of that driver or rider.
- **For all events:** Participants will be informed that passing will be limited to the disturbed areas of roads, trails, and washes and will not occur in vegetated areas adjacent to the course.
- **For speed events:** To help control spectators, the event promoter will station at least one person at the primary entrance to the spectator area for at least 2 hours before the start of the race and 1 hour after the start of the race. This individual will stop all cars coming into the area, give the occupants information on the limits of the spectator area, and advise them where they can and cannot park.
- **For non-speed portions of speed events in ACECs:** Participants will be escorted through the ACEC at a speed of no greater than 25 miles per hour.
- **For organized non-off-highway vehicle events within ACECs** (e.g., dog trials, model airplane events, etc.): The event area will be surveyed for desert tortoise immediately prior to the event. If desert tortoise or sign of desert tortoise is observed, the event will be moved to a different location or set up in such way as to avoid adverse effects to desert tortoise.
- Horse endurance rides will be limited to existing roads and trails. Horse endurance rides are considered speed events and will not be permitted in desert tortoise ACECs.

Monitoring – Recreation

Monitoring of recreational use will be designed to ensure visitor compliance with rules and regulations, establish baseline data and observation points for determining impacts from recreation use, and determine appropriate levels and patterns of recreational use. Monitoring will focus on visitation levels and dispersed uses; compliance with rules, regulations, and permit stipulations for specific sites (developed sites); and prescribed standards and guidelines as set in the respective recreation opportunity spectrum classes. Methods of monitoring may include the use of visitor contacts; traffic counters; surveillance at developed recreation sites; periodic patrols to check boundaries, signing, and visitor use; and studies to determine limits of acceptable change, including photo documentation of the changes in resource conditions over time.

Regional View



0 100 200 Miles

Legend

- Cities and towns
- Roads
- County boundary
- Non-BLM-administered land*

Motorcycle special recreation permit (SRP) areas

- Alamo
- Caliente
- Ely
- Pioche

Note:
* All land not shown as non-BLM-administered land is BLM-administered land.



0 8 16 Miles



No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual or aggregate use with other data. Original data were compiled from various sources. This information may not meet National Map Accuracy Standards. This product was developed through digital means and may be updated without notification.

Ely District ROD/Approved RMP

Map 18

Motorcycle Special Recreation Permit Areas

