

Pyramid Lake Paiute Tribal Council

*Post Office Box 256
Nixon, Nevada 89424
Telephone: (775) 574-1000
Fax (775) 574-1054*

RESOLUTION NO.: PL 127-18

BIA – Burned Area Emergency Response 638 Horse Round-up

RESOLUTION OF THE TRIBAL COUNCIL

OF THE PYRAMID LAKE PAIUTE TRIBE

NIXON, NEVADA

WHEREAS, the Pyramid Lake Paiute Tribe, is organized pursuant to the provisions of Section 16 of the Indian Reorganization Act, (25 U.S.C. 476) and is Federally recognized by the United States Government through the Secretary of the Interior to negotiate with the Bureau of Indian Affairs, Western Nevada agency; and

WHEREAS, the Bureau of Indian Affairs , Western Nevada Agency participated along with the Pyramid Lake Paiute Tribe with the Interagency Burned Area Emergency Response Team to develop The Burned Area Emergency Response Plan including a Feral horse round-up with BIA; and

WHEREAS, the limited resources in the Tule, Truckee, Tohakum, and Perry Burned Areas are not enough to sustain the Tribal feral horse and burro population; and

WHEREAS, the Pyramid Lake Tribal Council realizes the importance of resource planning and program implementation to provide for the greatest utilization and protection of tribal natural resources of the Pyramid Lake Reservation; and

WHEREAS, the recent fires on the grazing areas for the Pyramid Lake Reservation have reduced the amount of forage thus making current conditions that justify the reduction of feral horses and burros on the Reservation; and

WHEREAS, the wild horse and burro population on the Pyramid Lake Reservation was estimated by the Burned Area Response Team and Bureau of Land Management to be 450 animals; and

WHEREAS, the Pyramid Lake Tribe will receive a 638 contract titled “BAER Perry” to cover the funding for the horse gathering project from the Bureau of Indian Affairs Western Nevada Agency.

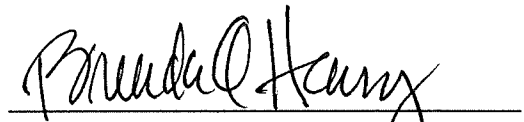
NOW, BE IT RESOLVED, that the Pyramid Lake Tribal Council approves and authorizes the gather and sale of a maximum of 450 feral horses and burros from the Reservation lands; and,

BE IT FINALLY RESOLVED THAT, The Natural Resources Department will coordinate with the Bureau of

Indian Affairs, and other Tribal departments to reasonably implement the horse gather and sale project.

CERTIFICATION

It is hereby certified that the foregoing resolution of the Pyramid Lake Tribal Council, governing body of the Pyramid Lake Paiute Tribe, composed of ten members, of whom **ten (10)** constituting a quorum were present at a meeting duly held on the **20th** day of **November**, 2018 was adopted by the affirmative vote of **nine (9)** FOR and **zero (0)** AGAINST, with **zero (0)** ABSTENTIONS; pursuant to the authority contained in the constitution and By-Laws of the Pyramid Lake Paiute Tribe.



Brenda A. Henry, Tribal Secretary
Pyramid Lake Paiute Tribal Council

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A contract between the Pyramid Lake Paiute Tribe, Acting by and through:

Vinton Hawley, Tribal Chairman – Pyramid Lake Paiute Tribe

Tribal Chairman or Authorized Representative

AND

Cattoor Livestock Round-up Inc.

Name of Independent Contractor

87-0528030

Employer ID or Social Security No.

P.O. Box 289, Nephi, Utah 84648

Mailing Address of Independent Contractor

- WHEREAS,** The Pyramid Lake Paiute Tribal Council authorizes the Tribal Chairman or his designated representative to engage, subject if applicable to approval of Department Heads/Program Directors, the services of persons as independent contractors; and
- WHEREAS,** It is deemed that the services of above contractor, herein specified, are both necessary and desirable and in the best interest of the Pyramid Lake Paiute Tribe; and
- WHEREAS,** The above contractor represents that he/she is duly qualified and able to render the services as hereinafter described.

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

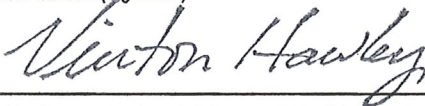
1. This contract shall not become effective until and unless approved by the Tribal Chairman or his designated representative.
2. This contract shall be effective from November 21, 2018, and unless later approved by the Tribal Chairman or his designated representative, in which case it shall be effective upon such approval to January 30, 2019, unless sooner revoked by either party as set forth in paragraph (3).
3. This contract may be revoked without cause by either party prior to the date set forth in paragraph 2, provided that a revocation shall not be effective until fourteen (14) days after a party has been served written notice of revocation upon the other party.
4. The parties agree that the services to be performed are as follows: *(Specifically described the services to be performed, including when applicable, the number of hours or the number of times the service is to be performed, or when appropriate, a description of the finished product or the result to be proved. If necessary, add Attachment and indicate "Attachment #".* 1
Gather 450 horses on the Pyramid Lake Reservation and transport to S_S pens for \$375 per head _____
5. Contractor agrees to provide the services set forth in paragraph 4, at a total cost not to exceed: \$168,750 _____
One hundred sixty eight thousand Seven hundred fifty dollars and no cents
The Pyramid Lake Paiute Tribe agrees to pay Contract installments as follows *(If necessary, add Attachment and indicate "Attachment #")*: Contract will be paid upon submittal of invoice net 30 days
6. This Contract shall be construed and interpreted according to the guidelines set forth by the Pyramid Lake Paiute Tribe.
7. The Contractor shall neither assign, transfer, nor delegate, any rights, obligations, or duties under this agreement without the prior written consent of the Pyramid Lake Paiute Tribe, through its Tribal Chairman. All sub-contracts are also subject to this clause.

8. The books, records, documents, and accounting procedures and practices of the Contractor relevant to this agreement shall be subject to inspection, examination, and audit by the Pyramid Lake Paiute Tribe for a period not to exceed one (1) year.
9. Any reports, studies, photographs, negatives, or other documents prepared by the contract in the performance of its obligations under this agreement shall be exclusive property of the Pyramid Lake Paiute Tribe and all such materials shall be maintained and remitted to the Pyramid Lake Paiute Tribe upon completion, termination, or cancellation of this contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of Contractor's obligations under this agreement without the prior written consent of the Pyramid Lake Paiute Tribe.
10. Contractor agrees to indemnify and save and hold, the Pyramid Lake Paiute Tribe, its agents, employees, harmless from any and all claims, cause of action, or liability arising from the performance of this agreement by Contractor or Contractor's agents or employees.
11. The parties agree that Contractor is an independent contractor and that this contract is entered into in accordance with the Tribal guidelines which provides that the Contractor is not a Tribal employee; and, "There shall be no:
 - a. Withholding of income taxes by the Pyramid Lake Paiute Tribe;
 - b. Industrial insurance coverage provided by the Pyramid Lake Paiute Tribe;
 - c. Participation in group insurance plans which may be available to employees of the Pyramid Lake Paiute Tribe;
 - d. Participation or contributions by either the Independent Contractor to the Tribe to the employee's retirement system;
 - e. Accumulation of vacation pay, sick pay, or holiday pay;
 - f. Unemployment compensation provided by the Tribe."
12. **TERO applicable:** ___ Yes x No
All contractors and subcontractors shall be obligated to comply with all Tribal Ordinances as adopted by the Pyramid Lake Paiute Tribe involved with this project. The Pyramid Lake Paiute Tribe has adopted a Tribal Employment Rights Ordinance (TERO) to enforce the Indian Preference Law regarding hiring. The TERO fee is 2.5% for projects over \$50,000 (2% TERO fee plus .5% TERO training fee of the total contract amount.
13. The Pyramid Lake Paiute Tribe adopted the **Tribal Code-Title 2 Taxation**, December 7, 1990, which includes Sales/Use Taxes. The State of Nevada recognizes the taxing jurisdiction of reservations and colonies in Nevada with Codes or Ordinances in place and that have a copy on file with the State, NRS 372.805.
 - a. Contractors who purchase tangible personal property in order to fulfill construction contracts for improvement to real property located on the Reservation must collect Tribal Sales/Use Tax and remit it to the applicable tribal government.
 - b. The contractor must have all materials delivered to the reservation or colony.
 - c. They will be subject to Nevada sales tax as well as tribal sales/use tax if failure to comply. For audit purposes, contractors who pay tribal sales/use tax in lieu of state tax must maintain adequate proof tax was paid to the Pyramid Lake Paiute Tribe.
 - d. The contractor shall ensure that all subcontractors and materials suppliers it employs are subject to the same obligations to collect and pay the Tribal sales/use tax.
 - e. The contractor must register with the Pyramid Lake Paiute Tribe-Tax Department when awarded a contract on all projects within the exterior boundaries of the reservation.
 - f. Indian Preference Certification letters is not recognized as a tax-exempt status by either the Pyramid Lake Paiute Tribe or the State of Nevada, it is a business status.
14. The Pyramid Lake Tribe has a Tribal Code – Title 2 Taxation; that gives the Tribe the taxing jurisdiction of all leases, right-of-ways, etc. granted on the reservation. The listed party is subject to any applicable taxes under this

agreement. A possessory Interest Tax is applied on all leases, right-of-ways, etc. unless a waiver is allowed in the Code.

15. The Contractor agrees to warranty workmanship and materials for a period of one (1) year from completion of the project described herein.
16. The Contractor shall be declared in default for failure to complete the project within specified contract dates and the Contractor shall be liable for an assessment to the Pyramid Lake Paiute Tribe of \$ 100 per day past specified completion date.
17. The Contractor will commence the work under this agreement within ten (10) days after the date of the **NOTICE TO PROCEED** and will complete the same within 57 calendar days unless this period for completion is extended otherwise by the Pyramid Lake Paiute Tribe.
18. Final payment is to be made at the end of the project when the work has been fully performed and the final site inspection is completed, and shall consist of the entire balance of the contract award.
19. This contract constitutes the entire agreement between the parties and may only be modified by a written amendment signed by the parties and approved by the Tribal Chairman or his designated representative(s).

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

_____	_____	_____
Independent Contractor (Print Name)	Independent Contractor (Signature)	Date
_____	_____	_____
Program Director (Print Name)	Program Director (Signature)	Date
<u>VINTON HAWLEY</u>		<u>11/20/18</u>
_____	_____	_____
Tribal Chairman or Designated Representative (Print Name)	Tribal Chairman or Designated Representative (Signature)	Date

Attachments:

- | | |
|------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Tribal Council approval, if over \$10,000 | <input type="checkbox"/> TERO Documentation |
| <input checked="" type="checkbox"/> W-9 Request for Taxpayer ID Number & Certification | <input type="checkbox"/> Tax Documentation |
| <input checked="" type="checkbox"/> Disbarment, Suspension, Ineligibility and Exclusion Certificate | <input checked="" type="checkbox"/> Attachment #1 Scope of Work _____ |
| <input type="checkbox"/> 3-Bid Procurement | <input type="checkbox"/> Attachment # _____ |
| <input checked="" type="checkbox"/> Sole Source Contract (<u>must</u> have Tribal Council approval) | |



Cattoor Livestock Roundup, Inc.
Dave, Troy, and Sue Cattoor
P. O. Box 289
Nephi, Utah 84648
Email – clr@comnett.net
801-361-3100

October 17, 2018

Pyramid Lake Paiute Reservation
Ms Donna Noel
Nixon, Nv. 89424

Dear Ms Noel,;

Subject: Price Proposal to Gather Estray Horses for the Pyramid Lake Paiute Reservation

Item #1 – Capture - Per Head – Estimated Numbers 300 to 500 head \$375.00 per head

Cattoor Livestock Roundup, Inc will furnish a helicopter, wranglers, and all necessary trap supplies and materials to humanely capture the estray horses. They will furnish vehicles and trailers to transport the captured horses from their traps to the tribes designated facility either on the reservation or in Fallon. All foals will count per head as a captured animal. CLR pilots and wranglers always spend extra time separating and caring for weanable foals and pairing up unweanable foals.

Sincerely,

Sue Cattoor
Sue Cattoor

Cattoor Livestock Roundup, Inc.

SOLE SOURCE JUSTIFICATION FORM

Instructions: Complete this form for all sole source purchases for amounts \$10,000 and over. Route completed form to Contracts & Grants, attached to your requisition, for review and processing. All sole source requests are subject to approval by the Tribal Chairman and the Tribal Council.

Request for Purchase Number: _____ **Request for Contract:** _____

Item/Service being purchased: Contract to gather 450 feral horses and burros off the Pyramid Lake Reservation after the Perry fire according to the BAER Plan. _____

Proposed Supplier: Cattoor Livestock Round-up Inc. _____

Requested by: BIA Western Nevada Agency Gerry Emm Site/Department: Natural Resources Date: 10/16/18

Sole Source Justification prepared by: Donna Marie Noel _____

I. **A Sole Source Purchase:** Procurement by noncompetitive proposals is procurement through solicitation of a proposal from a known source and may be used only when one or more of the following circumstance apply:

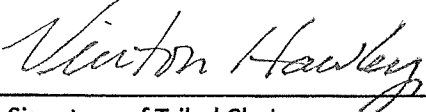
- The item is available only from a known source.
- The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- After solicitation of a number of sources, competition is determined inadequate.

II. Provide details of this request including explanation of why only one source is reasonably available (attach separate sheet if necessary). Due to the recent wildfires on the reservation, the feral horses and burros must be removed from the range before winter. The lack of forage from the fire has impacted rangelands and is limiting grazing opportunities for the Tribal cattlemen. The round-up needs to be performed before winter so the horses do not spread to the other burned areas. Cattoor did the round-up last year and did a great job, so we would like to use them again as they are familiar with the area. This will expedite the horse gather by having a contract ready by November 5 when they are available to complete the round-up. This was recommended by the Bureau of Indian Affairs (Gerry Emm) the funding agency. _____

III. I certify that if the vendor costs exceeds \$25,000 that I confirm that the vendor is not on the Government's Excluded Parties list. _____ Date/Initial

IV. As Natural Resources Director of the Pyramid Lake Paiute Tribe, I hereby certify that the above justification is accurate and complete to the best of my knowledge and belief.

Approval:

Signature of Director


Signature of Tribal Chairman

Date
11/20/18

Date