LYON COUNTY BOARD OF COUNTY COMMISSIONERS
THURSDAY, AUGUST 17, 2023
9:00 AM
LYON COUNTY ADMINISTRATIVE COMPLEX
27 S. MAIN STREET
YERINGTON, NV 89447

Join Zoom Meeting:
https://us02web.zoom.us/j/83368686463?pwd=ZlVGaWFOT3pGUjJPWWV0VmZRQ0N5dz09
Meeting ID: 833 6868 6463 / Passcode: 896135
Mobile: 1-253-215-8782 / 1-346-248-7799

County Commission meetings are open to the public and may be attended in person or via virtual Zoom, if available.
Virtual public comment may be given if you are attending the virtual Zoom meeting by raising your hand. This can occur in several ways, including by dialing *9 from your phone to raise your hand and request to speak for public comment. Then to unmute yourself, dial *6.

Written public comments may be mailed to the Lyon County Manager's Office at 27 S. Main Street, Yerington, Nevada 89447, or emailed to countyclerks@lyon-county.org, be sure to type, PUBLIC COMMENT in the subject line. Comments must be received the day prior to the date of the meeting by 4:00 P.M. for the comments to be included in the meeting. Any written public comments received after the aforementioned time will be compiled and added as supplemental materials to the County's website and distributed to the Board of Commissioners within 24 hours after the meeting.

AGENDA

(Action will be taken on all items unless otherwise noted)
(No action will be taken on any item until it is properly agendized).

To avoid meeting disruptions, please place cell phones and beepers in the silent mode or turn them off during the meeting.

The Board reserves the right to take items in a different order to accomplish business in the most efficient

manner. Items may be combined for consideration and items may be pulled or removed from the agenda at anytime.

Restrictions on comments by the general public: Any such restrictions must be reasonable and may restrict the time, place and manner of the comments, but may not restrict comments based upon viewpoint.

BOARD OF COMMISSIONERS CONVENING AS OTHER BOARDS - *Members of the Board of County Commissioners also serve as the Liquor Board, Central Lyon Vector Control District Board, Mason Valley Mosquito Abatement District Board, Walker River Weed Control District Board, Willowcreek General Improvement District Board, the Silver Springs General Improvement District Board, and during this meeting may convene as any of those boards as indicated on this or a separately posted agenda.*

NOTE: THIS MEETING MAY BREAK BETWEEN 11:30 - 1:30 FOR LUNCH

1. Roll Call

2. Invocation Given By Nathan Sam-Whistler of the United Methodist Church

3. Pledge of Allegiance

4. Public Participation (no action will be taken on any item until it is properly agendized) - *It is anticipated that public participation will be held at this time, though it may be returned to at any time during the agenda. Citizens wishing to speak during public participation are asked to state their name for the record and will be limited to 3 minutes. The Board will conduct public comment after discussion of each agenda action item, but before the Board takes any action.*

5. For Possible Action: Review and Adoption of Agenda

6. Time Certain

6.a. Time Certain at 9:15 AM: For report and update only from the Bureau of Land Management (BLM) on current activities.

RECESS TO CONVENE AS BOARD OF HEALTH

7. Public Participation (no action will be taken on any item until it is properly agendized) - *It is anticipated that public participation will be held at this time, though it may be returned to at any time during the agenda. Citizens wishing to speak during public participation are asked to state their name for the record and will be limited to 3 minutes. The Board will conduct public comment after discussion of each agenda action item, but before the Board takes any action.*

8. Board of Health Time Certain at 9:30 A.M.

8.a. For Presentation Only: Presentation on Lyon County's Youth Risk Behavior Survey results from 2021. (Kristen Clements-Nolle, PhD, MPH Professor and Graduate Director, Epidemiology)

8.b. For Presentation and Discussion: Seeking Board of Health's input on obtaining funding for a Quad County Health District exploratory study. (Shayla Holmes, Director Lyon County Human Services)

8.c. For Presentation and Discussion: FY20 and FY21 Lyon County Suicide Data and youth prevention programming (Wendy Madson, Director Healthy Communities Coalition).

9. Public Participation (no action will be taken on any item until it is properly agendized) - *It is anticipated that public participation will be held at this time, though it may be returned to at any time during the agenda. Citizens wishing to speak during public participation are asked to state their name for the record and will be limited to 3 minutes. The Board will conduct public comment after discussion of each agenda action item, but before the Board takes any action.*

ADJOURN TO RECONVENE AS THE LYON COUNTY BOARD OF COMMISSIONERS

10. Presentation of Awards and/or Recognition of Accomplishments

11. Commissioners/County Manager Reports

12. Elected Officials Reports

13. Appointed Officials Reports

14. Advisory Board Reports

15. CONSENT AGENDA (Action Will be Taken on All Items) - *All matters listed under the consent agenda are considered routine, and may be acted upon by the Board of County Commissioners with one action, and without an extensive hearing. Any member of the Board or any citizen may request that an item be taken from the consent agenda, discussed, and acted upon separately during this meeting.*

15.a. For Possible Action: Review and accept travel claims.

15.b. For Possible Action: Review and accept claims and financial reports.

15.c. For Possible Action: Approval of changes on Assessor's tax roll due to correction in assessments and review of tax roll changes.

15.d. For Possible Action: Accept grant award from Nevada Department of Health and Human Services, for FY2024 in the amount of $110,000, with no county match required, for the Fund Healthy Nevada – Independent Living Grant Program.

15.e. For Possible Action: Accept the Notice of Subcontract Award from Community Chest, Inc. as part of the Resilient Eight Behavioral Health Project in the amount of $45,000.00 with no match.

15.f. For Possible Action: Accept grant award from Nevada Department of Health and Human Services, Aging and Disability Services Division, for FY2024 in the amount of $126,779.92, with county match of $19,017.00, for Independent Living Transportation services.

15.g. For Possible Action: Approve to release the Improvement Bond, accept the Maintenance Bond and accept the Certificates of Completion, for the improvements associated with the BACKBONE ROADWAY IMPROVEMENTS, for the TRADITIONS, VILLAGE 1, subdivision, located in Dayton, NV.

15.h. For Possible Action: Accept grant award from the Office of Public Health Infrastructure and Improvement, for FY2024 in the amount of $106,169.23, to develop a feasibility study regarding the creation of a health district for the quad-county region of Nevada.

15.i. For Possible Action: Accept grant award revision from the State of Nevada Department of Health and

Human Services, Aging and Disability Services Division, for de-obligation of FY2023 In-Home Support Services in the amount of $(504.03), for a total grant award of $14,399.97.

16. REGULAR AGENDA – *(ACTION WILL BE TAKEN ON ALL ITEMS UNLESS OTHERWISE NOTED)*

16.a. For Possible Action: Approve Change Order No.2 for the Aspen Creek Rapid Infiltration Basins and 12-Inch Effluent Main Project with Ames Construction to extend the contract duration of the final completion date by 30 calendar days due to equipment delays. (David Bruketta)

16.b. For Possible Action: Approve $17,500 from a budget transfer from contingency to enable the purchase of scheduling software for the Sheriff's Office.

16.c. For Possible Action: Approve the Outdoor Festival Application for Justin and Katie Bryan dba Mudfest, to be held on September 14-17, 2023 at the Lyon County Fairgrounds, Yerington, NV and subject to permit conditions in the Staff Report.

16.d. For Possible Action: Direct the County Manager to add to the FY 24-25 Tentative Budget for one time funding for the National Center for Public Lands Counties in the amount of $41,205.49. (Requested by Comm. Henderson)

16.e. For Possible Action: Approve a grant agreement with the Federal Aviation Administration (FAA) in the amount of $353,911 for the Silver Springs Airport to rehabilitate Runway 06/24 and Taxiway A and to allow the County Manager to sign.

17. Future Agenda Requests – *Administrative Policies and Procedures 1.05, A Commission Member or elected/appointed department head may request an item be considered on a future agenda either by making an oral request at a County Commission meeting or submitting the request in writing to the County Manager at least 30 days prior to the meeting for which the item is requested to be placed on the agenda.*

18. Commissioner Comments

19. Public Participation (no action will be taken on any item until it is properly agendized) - *It is anticipated that public participation will be held at this time, though it may be returned to at any time during the agenda. Citizens wishing to speak during public participation are asked to state their name for the record and will be limited to 3 minutes. The Board will conduct public comment after discussion of each agenda action item, but before the Board takes any action.*

20. Closed Session Pursuant to NRS 241.015(3)(b)(2) – *To receive information from the District Attorney or counsel regarding potential or existing litigation involving a matter over which the Board has supervision, control, jurisdiction or advisory power, and to deliberate toward a decision on the matter, and pursuant to NRS 288.220, to receive a report on the status of ongoing labor negotiations; and direct staff accordingly.*

21. Adjourn

Pursuant to NRS 241.020, the agenda has been posted at the following locations: Lyon County Administrative Complex (27 S. Main Street, Yerington, NV), the Lyon County Website: https://www.lyon-county.org, and the State Website: https://notice.nv.gov. Supporting documentation for the items on the agenda is available to members of the public at the County Manager's Office (27 S. Main Street, Yerington, NV), by phone (775)463-6531, or by email requests to countyclerks@lyon-county.org.

Lyon County recognizes the needs and civil rights of all persons regardless of age, race, color, religion, sex, handicap, family status, or national origin. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternate means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and T) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found on-line at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410; Fax: (202) 690-7442; or Email: program.intake@usda.gov

T.D.D. services available through 463-2301 or 463-6620 or 911 (emergency services) notice to persons with disabilities: members of the public who are disabled and require special assistance or accommodations at the meeting are requested to notify the Commissioners'/Manager's office in writing at 27 S. Main Street, Yerington, NV 89447, or by calling (775) 463-6531 at least 24 hours in advance

Lyon County is an equal opportunity provider.

Agenda and Backup Material is
Available at www.lyon-county.org

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 17, 2023

Agenda Item Number: 6.a

Subject: Time Certain at 9:15 AM: For report and update only from the Bureau of Land Management (BLM) on current activities.

Recommendation:

Summary:

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:

Lyon County Commissioner Meeting Updates
BLM Carson City District
August 17, 2023

Yerington Anaconda Mine Site Disposal:

- An application was submitted by Atlantic Richfield Company (ARC) to purchase the public lands associated with the Anaconda Copper Mine Site (Mine Site). The request is for direct sale of 2,062 acres of public lands in an around the Mine Site. The direct sale requires a reclassification to "suitable for disposal" of 60 acres of BLM lands.
- BLM is processing a new Right of Way Application for a waste water treatment plant and pipeline for Weeds Heights.
- We are currently working through the appraisal process while also drafting an Environmental Assessment. Once final, the EA will be released for public review and comment.

Vero Fiber Optic Line:

- Vero has proposed an approximately 450-mile fiber optic route from the Reno area to the Las Vegas area that would be installed exclusively within NDOT or county rights-of-way. The proposed route goes through Carson City, Battle Mountain, and Southern Nevada Districts as well as NAS Fallon, US Forest Service, Bureau of Reclamation, and Bureau of Indian Affairs managed lands.
- An EA is being prepared by the company.
- The proposed schedule identifies a Draft Final EA available to agencies late September 2023
- Construction to start in early 2024

El Dorado Dam

- The Bureau of Land Management (BLM), Sierra Front Field Office, proposes to decommission the Eldorado Dam, an earthen dam located near the community of Dayton in Lyon County, Nevada. The Eldorado Dam was constructed in 1972 on public lands under BLM's management as a water reservoir by private entities holding water rights to water flowing through Eldorado Canyon. In the four decades after construction, the dam gradually fell into disrepair. Several inspections by the Nevada State Safety of Dam Officer found the dam to be unsafe due to a deteriorated spillway and excessive debris in the reservoir. Furthermore, the gate does not function

properly and is easily clogged. The safety issues present a hazard to life and property to the downstream community of Dayton.
- A Draft Environmental Assessment (EA) was released for public review and comment. BLM is reviewing the comments with the contractor. It is anticipated that a Final EA, FONSI and Decision Record will be issued late fall 2023.

Pine Nut Mts Abandoned Mine Hazard Closures

- We are working with Nevada Division of Minerals Abandoned Mines Program to close 70 hazardous abandoned mine features in the Pine Nut Mountains. A Categorical Exclusion (CX) was signed in July of 2022 and implementation of the closures is in progress.

Minister Road Project

- The Nevada Division of State Lands, on behalf of the Division of State Parks, has applied for an access road right-of-way (ROW) and a non-motorized trail ROW on public land. The road ROW is to provide safe and legal public access to the new Walker River State Recreation Area, Pitchfork Unit. The trail ROW would provide for non-motorized access into the park, safely away from the road. The entirety of the project would include public and state lands.
- The Road ROW would be approximately 14.35 acres and will consist of improvements to portions of existing road sections, reconstruction of previously abandoned road sections and new construction. The Trails ROW would be approximately 2.8 miles long.
- A Draft Environmental Assessment (EA) is being prepared and a final should be released in June 2023.
- The project is anticipated to be completed by Fall of 2023

Wabuska Geothermal Project

- Open Mountain Energy LLC (OME) is proposing the Wabuska Geothermal Exploration Project on public lands managed by the BLM in Lyon County, Nevada in the Mason Valley area. The Project is located within existing Federal geothermal leases and includes the construction of drill pads and access roads, and the drilling and testing of geothermal wells.
- A Draft Environmental Assessment has been completed and BLM is currently reviewing the document.

Off-Highway Vehicle (OHV) Race Special Recreation Permits (SRPs)

- Legacy Racing Association (Gold Rush) has applied for a SRP to conduct a 330 mile one day OHV race starting near Weeks, NV, and finishing in Tonopah, NV. The race is proposed for the weekend of October 19th and would cross public lands managed by the Battle Mountain and Carson City districts.
- Valley Off Road Racing Association (VORRA) has been issued an SRP to conduct an OHV multi-lap race on lands managed by the BLM located east of Yerington, Nevada.
    - The Stomping Grounds 300 is scheduled for 9/2-4 2023
- The annual Best In the Desert, Vegas to Reno OHV race will take place August 18-19 2023. The race crosses BLM lands in the Las Vegas, Battle Mountain, and Carson City Districts. This application is currently being processed and will be managed by the Las Vegas District
- Fern 45 Poker Run November 4th
- N4WDA Annual poker Run out of Dayton September 9th

Proposed Solar Projects

- The BLM, Sierra Front Field Office has received three applications for large-scale solar developments in Lyon County. All projects are currently in the baseline survey stage.
    - Mason Valley and Pine Nut Solar (EIS for solar development north of Yerington). Third party contractor is conducting baseline surveys now. NEPA is expected to start January 2024. Estimated construction for Mason Valley is 2028, Pine Nut is 2029.
    - Arevia Power dba Libra Solar LLC- Libra Solar: Proponent has requested a commercial-scale solar facility right-of-way on 5,413 acres of BLM lands. The project will be analyzed under an EIS. The project proposes to generate up to 700 MW of renewable solar energy. Public Scoping closes on May 24, 2023. Gen-tie line extends into Lyon County and main project is in Mineral County.
    - NextEra Energy Resources dba Boulevard Associates, LLC- Pine Nut Solar: Proponent has requested a commercial-scale solar facility right-of-way on 1,662 acres of BLM lands. The project will be analyzed under an EIS. The project proposes to generate up to 200 MW of renewable solar energy.
    - NextEra Energy Resources dba Boulevard Associates, LLC- Mason Valley Solar: Proponent has requested a commercial-scale solar

facility right-of-way on 2,877 acres of BLM lands. The project will be analyzed under an EIS The project proposes to generate up to 400 MW of renewable solar energy.

- Longroad Development Company (Artemesia Solar)- EIS north of Yerington. Application just submitted and BLM is processing the variance request

Realty / Updates

- Hodges Transportation is conducting baselines. This project covers CCDO landscape. Hodges Transportation (military vehicle testing on 200+ miles of road which is around 1,350 acres total of BLM through the district) Funded, third party contractor is preparing baseline surveys now. Roads have been used since the 50's and no changes are proposed.
- Mason Valley and Pine Nut Solar (EIS for solar development north of Yerington). Third party contractor is conducting baseline surveys now. NEPA is expected to start January 2024. Estimated construction for Mason Valley is 2028, Pine Nut is 2029.
- LA Dept. of Water and Power (large existing transmission line renewal running north and south through the district with 4 ancillary communication sites).
- Great Basin Gas Transmission Co. EIS (large FERC EIS for gas pipeline upgrades throughout the state). Conducting surveys now. Will have amendments to 2 current authorizations to process once NEPA is complete. BLM is currently reviewing the NEPA
- Desert Hills Dairy. Proponent is interested in obtaining an agricultural lease for 33.6 acres in Yerington. Will schedule an appraisal to determine fair market value.
- 3 Communication site renewals (Singatse Peak, Rawe Peak and Eagle Ridge) This project is funded through contributed funds and staff is currently process the applications.
- Hwy 50 water pipeline - NEPA around FY24 Q2.

Fuels

- This fall Carson District Fire staff and contractors will be implementing 1,365 acres of fuel reduction treatments Upper Colony Unit is 1,095 acres of mowing on the west side of Smith Valley. The remaining 270 acres are along Sunrise Pass Road and is a combination of mastication, hand thinning,

and pile construction. These units are a component of a larger project area that crosses into Douglas County.

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 17, 2023

Agenda Item Number: 8.a

Subject: For Presentation Only: Presentation on Lyon County's Youth Risk Behavior Survey results from 2021. (Kristen Clements-Nolle, PhD, MPH Professor and Graduate Director, Epidemiology)

Recommendation:

Summary:

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 17, 2023

Agenda Item Number: 8.b

Subject: For Presentation and Discussion: Seeking Board of Health's input on obtaining funding for a Quad County Health District exploratory study. (Shayla Holmes, Director Lyon County Human Services)

Recommendation:

Summary:

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 17, 2023

Agenda Item Number: 8.c

Subject: For Presentation and Discussion: FY20 and FY21 Lyon County Suicide Data and youth prevention programming (Wendy Madson, Director Healthy Communities Coalition).

Recommendation:

Summary:

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 17, 2023

Agenda Item Number: 15.a

Subject: For Possible Action: Review and accept travel claims.

Recommendation:

Summary:

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:

Travel Report 7-16-23 to 7-31-23

LYON COUNTY TRAVEL REPORT

July 16-31, 2023

Department / Name	Description	Amount
Sheriff		
Bret Willey	Narcotics Training Ely, NV 07/26-07/31/2023 - Per Diem	233.00
Matthew Galvin	Narcotics Training Ely, NV 07/26-07/31/2023 - Per Diem	233.00
Nicholas Walker	Narcotics Training Ely, NV 07/26-07/31/2023 - Per Diem	233.00
Ramiro Soukup	Narcotics Training Ely, NV 07/26-07/31/2023 - Per Diem	233.00
Daniel Boyer	Narcotics Training Ely, NV 07/26-07/31/2023 - Per Diem	233.00
Daniel Decoite	Narcotics Training Ely, NV 07/26-07/31/2023 - Per Diem	233.00
Wayne Hawley	HITS K9 Conference Scottsdale, AZ 08/14-08/19/2023 - Per Diem	320.00
JohnVandiver	HITS K9 Conference Scottsdale, AZ 08/14-08/19/2023 - Per Diem	320.00
Matthew Galvin	HITS K9 Conference Scottsdale, AZ 08/14-08/19/2023 - Per Diem	320.00
Brian Kharrl	HITS K9 Conference Scottsdale, AZ 08/14-08/19/2023 - Per Diem	320.00
Ramiro Soukup	HITS K9 Conference Scottsdale, AZ 08/14-08/19/2023 - Per Diem	320.00
Timothy Shaffer	CIT Conference Detroit, MI 08/12-08/19/2023 - Per Diem	356.00
Planning		
Audrey Allan	Planning Commission Meeting 07/11/2023 - Mileage	62.49
Michael Carlson	Planning Commission Meeting 07/11/2023 - Mileage	61.57
Loretta Sell	Planning Commission Meeting 07/11/2023 - Mileage	43.23
Mark Jones	Planning Commission Meeting 07/11/2023 - Mileage	38.12
Ralph Ewing	Planning Commission Meeting 07/11/2023 - Mileage	61.57
Commissioners		
Robert Jacobson	Travel May-June - Mileage	369.42
Juvenile Probation		
Letitia Talbot	Women in Law Enforcement Reno, NV 07/14/2023 - Per Diem	64.00
Katlin Brown	Women in Law Enforcement Reno, NV 07/14/2023 - Per Diem	64.00
Katlin Brown	Advanced Search & Seizure Reno, NV 07/19/2023 - Per Diem	48.00
Victoria Kubis	Fernley Juvenile Court 07/13/2023 - Mileage	20.31
Library		
Jennifer Stockwell	Strategic Planning Training Silver Springs, NV 07/15/2023 - Mileage	40.88
Timbra Vaughn	Strategic Planning Training Silver Springs, NV 07/15/2023 - Mileage	40.88
Jake Frye	Strategic Planning Training Silver Springs, NV 07/15/2023 - Mileage	34.06
Alexandra Johnson	Strategic Planning Training Silver Springs, NV 07/15/2023 - Mileage	34.06
Charles Love	Strategic Planning Training Silver Springs, NV 07/15/2023 - Mileage	40.88
Charles Love	Cover Branch Silver Stage 07/12/2023 - Mileage	45.86
Charles Love	Cover Branch Silver Stage 07/21/2023 - Mileage	45.86
Utilities		
Ben Donnels	Tri-State Seminar Las Vegas, NV 08/06-08/10/2023 - Registration, Lodging, Per Diem	693.05
Eppi Zarazua	Microscope & Water Course Henderson, NV 06/13-06/15/2023 - Registration, Lodging	297.47
Human Services		
Christina Cervi	CPS Training Carson City, NV 06/20-06/24/2023 - Mileage	173.50
Heather Benson	CIT International Detroit, MI 08/12-08/17/2023 - Per Diem	255.86
Jenna Dykes	CADCA Mid-Year Training Dallas, TX 07/19-07/20/23 - Uber	44.91
Lucrecia Carrillo	CIT International Detroit, MI 08/12-08/17/2023 - Per Diem	263.40
		6,197.38

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 17, 2023

Agenda Item Number: 15.b

Subject: For Possible Action: Review and accept claims and financial reports.

Recommendation:

Summary:

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:

Cash Report Claims Report

CASH REPORT

July 31, 2023

LYON COUNTY	BALANCE
Governmental Funds	
General	17,173,899.50
Park Construction Tax	1,044,639.80
Cooperative Extension	438,652.40
Unemployment	425,107.17
Room Tax	93,745.55
County Stabilization	3,450,000.00
Aid to Domestic Violence	630.00
Vehicle Acquisition	587,496.95
Fair and Rodeo	247,308.65
Justice Court Special Assessment	1,010,696.12
District Court Restricted Fees	734,825.85
Juvenile Probation Special Assessment	35,461.31
Library Gift	13,347.06
Mining Claim Map	19,779.07
911 Surcharge	622,857.61
Animal Control Donations	145,394.31
Road	348,496.32
R T C	15,290,896.13
Road Improvement	1,634,066.86
Opioid Settlement	351,886.91
General Indigent	476,286.45
Medical Indigent	4,412,506.54
Senior Services	523,516.91
Senior Services Donations	176,583.89
Capital Improvements	25,554,635.59
Subtotal Governmental Funds	**74,812,716.95**
Enterprise Funds	
Dayton Water Utility	12,870,166.64
Dayton Sewer Utility	19,011,990.10
Subtotal Enterprise Funds	**31,882,156.74**
Component Unit Funds	
Mason Valley Mosquito Control District	729,004.83
Central Lyon County Vector Control District	344,105.57
Walker River Weed Control District	207,344.73
Silver Springs General Improvement District	4,144,137.31
Willowcreek General Improvement District	722,078.45
Subtotal Component Unit Funds	**6,146,670.89**
Total Lyon County	**112,841,544.58**

CUSTODIAL FUNDS	BALANCE
DNA Testing	2,319.00
Western Nevada Regional Youth Center	1,308,722.65
Mason Valley Swimming Pool District	2,862,758.57
Silver Springs/Stagecoach Hospital	1,948,413.62
Fernley Swimming Pool District	2,778,026.39
City of Fernley	308,289.06
Mason Valley Fire Protection District	.
General Fund	219,084.51
Ambulance Fund	1,222,232.37
Acquisition Fund	355,181.13
Emergency Fund	16,117.05
North Lyon County Fire Protection District	81,268.12
Smith Valley Fire Protection District	
General Fund	630,244.38
Emergency Fund	377,833.79
Acquisition Fund	670,879.77
Stagecoach General Improvement District	4,137.82
South Lyon Hospital District	1,194,191.62
State of Nevada	320,143.10
City of Yerington	45,933.74
Fish and Game	5,494.09
Walker River Irrigation District	66,394.51
Range Improvement	389.31
Lyon County Bond	564,552.37
Coroner Estate Proceeds	3,886.96
County Trust Property & Inmate Trust	544,600.09
Social Security Payees/Public Guardianships	256,697.37
Central Lyon County Fire Protection District	
General Fund	277,990.87
Ambulance Fund	15,510.29
Carson Water Sub-Conservancy District	6,665.21
Dayton Valley Ground Water	673.85
Smith Valley Artesia	825.54
Mason Valley Artesia	2,582.87
Churchill Valley Ground Water	758.14
Truckee Carson Irrigation District	18,166.79
Brady Hot Springs Ground Water	-
Fernley Ground Water	630.75
Lyon County School District	
General Fund	572,024.02
Debt Service Fund	302,195.96
Total Custodial Funds	**16,985,815.68**

(cash balances with a debit balance are overdrawn (negative cash)

SUMMARY	
Lyon County	112,841,544.58
Custodial Funds	16,985,815.68
Unallocated Cash	
Unapportioned Secured Taxes	-
Unapportioned Unsecured Taxes	-
Unapportioned Purchase Cards	-
Unapportioned Interest	-
TOTAL	**129,827,360.26**

BANK ACCOUNTS AND PETTY CASH	
Wells Fargo Bank Checking	47,078,879.39
US Bank Investment	50,409,843.35
Local Government Investment Pool	32,298,816.52
Inmate Trust	31,983.00
Fernley Swimming Pool Imprest	300.00
Dayton Utilities Imprest	500.00
Silver Springs GID Imprest	500.00
Petty Cash	6,538.00
TOTAL	**129,827,360.26**

CLAIMS REPORT
JULY 16 THROUGH JULY 31, 2023

LYON COUNTY	BILLS	PAYROLL
Governmental Funds		
General	884,871.93	972,231.89
Employee Benefits		
Park Construction Tax		
Co-Op Extension	30,431.15	
Unemployment	4,682.43	
Room Tax	8,153.13	
Aid to Domestic Violence	425.00	
Vehicle Acquisition		
Fair and Rodeo	7,322.96	
Capital Improvements		
Justice Court Special Assessment	600.00	
District Court Restricted Fees	25,000.00	
Juvenile Probation Special Assessment		1,120.94
County Library Gift		
911 Surcharge	4,813.66	
Mining Claim Map		
Road	10,381.83	46,149.15
R T C	2,754,757.01	
Road Improvement	86,363.60	
Opioid Settlement	2,625.00	6,788.55
General Indigent	18,181.18	57,733.18
Medical Indigent	37,950.58	6,677.38
Senior Services	25,032.44	43,692.31
Senior Services Donations	228.55	
Animal Control Donations		
Enterprise Funds		
Dayton Water Utility	327,010.43	49,421.58
Dayton Sewer Utility	428,386.68	45,133.70
Component Unit Funds		
Mason Valley Mosquito Control District	52,489.15	4,835.77
Central Lyon Vector Control District	20,895.00	
Walker River Weed Control District	423.79	973.96
Silver Springs General Improvement District	8,021.98	
Willowcreek General Improvement District	645.34	
Subtotal	**4,739,692.82**	**1,234,758.41**

TRUST AND AGENCY	BILLS	PAYROLL
DNA Testing		
Western Regional Youth Facility	983.09	57,529.94
Mason Valley Swimming Pool District		13,576.55
Silver Springs/Stagecoach Hospital	20,697.64	2,567.17
Fernley Swimming Pool	23,272.84	25,759.51
City of Fernley		
Mason Valley Fire Protection District	21,866.75	31,791.27
North Lyon County Fire Protection District		
Smith Valley Fire Protection District	2,340.72	7,392.27
Stagecoach General Improvement District		
South Lyon Hospital District	23,656.76	
State of Nevada	400,836.33	
City of Yerington		
Fish and Game		
Walker River Irrigation District		
Range Improvement		
Lyon County Bond		
Coroner Estate Proceeds		
County Trust Property		
Social Security Payee Program	5,766.41	
Central Lyon County Fire Protection District		
Carson Water Sub-Conservancy District		
Dayton Valley Ground Water	694.89	
Smith Valley Artesia	535.13	
Mason Valley Artesia	1,944.99	
Churchill Valley Ground Water	1,053.25	
Truckee Carson Irrigation District		
Fernley Ground Water	420.33	
Brady Hot Springs Ground Water		
Lyon County School District	365,037.23	
Subtotal	**869,106.36**	**138,616.71**

SUMMARY		
Lyon County	4,739,692.82	1,234,758.41
Trust & Agency	869,106.36	138,616.71
TOTAL	**5,608,799.18**	**1,373,375.12**

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 17, 2023

Agenda Item Number: 15.c

Subject: For Possible Action: Approval of changes on Assessor's tax roll due to correction in assessments and review of tax roll changes.

Recommendation:

For Possible Action: Approval of changes on Assessor's tax roll due to correction in assessments and review of tax roll changes.

Summary:

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:

Meeting: 8/17/2023

LYON COUNTY

The Assessor's Office deems the following Secured Property accounts to be <u>factual corrections</u>:

Acct #	Name/Owner	Reason for Deletion	Tax Dist.	Tax. Year.	Tax Amount
004-321-07	Gray, Gray W & Dorothy Lin	SF correction	2.0	23/24	$249.66
012-321-14	Salony, Robert & Sharon	AG Def correction	2.0	23/24	$72.65
012-321-14	Salony, Robert & Sharon	Tax Cap 3% correction	2.0	23/24	$239.63
014-531-17	Moats, Phyllis Jo ET AL	AG Def correction	2.0	23/24	$366.89
012-251-37	Snyder Liverstock Co Inc	AG value list correction	2.0	23/24	$29,626.73
012-361-41	Dokken, Brenda K	Clerical error land correction	2.0	23/24	$1,855.60
029-611-17	Jespersen, William Trs	Res 65% Complete correction	8.8	23/24	$2,093.64
022-442-01	Blume, Shawn A. & Teresa	Tax Cap 3% correction	6.0	21/22	$302.29
022-442-01	Blume, Shawn A. & Teresa	Tax Cap 3% correction	6.0	22/23	$476.95
Total					$35,284.04

Meeting: 8/17/2023

LYON COUNTY

The Assessor's Office deems the following Unsecured Property accounts to be <u>factual corrections</u>:

Acct #	Name/Owner	Reason for Deletion	Tax Dist.	Tax. Year.	Tax Amount
MH014857	Neff, Margaret Colleen	Out of State	1.0	23/24	$961.26
AC000320	Bowden, Melvin H	Out of State	1.0	23/24	$12.85
YE000650	Willis H. Guy CPA	Out of Business	1.0	22/23	$48.46
YE003106	Extratech LLC	Equip Correction	1.0	20/21	$4,399.61
TOTAL:					$5,422.18

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 17, 2023

Agenda Item Number: 15.d

Subject: For Possible Action: Accept grant award from Nevada Department of Health and Human Services, for FY2024 in the amount of $110,000, with no county match required, for the Fund Healthy Nevada – Independent Living Grant Program.

Recommendation:

Accept grant award from Nevada Department of Health and Human Services, for FY2024 in the amount of $110,000, with no county match required, for the Fund Healthy Nevada – Independent Living Grant Program.

Summary:

This is an annual grant for the Fund Healthy Nevada – Independent Living program through Nevada Department of Health and Human Services. This grant funding will provide additional case management and transportation services through our Adult and Senior Services Divisions to reduce barriers for individuals living with disabilities.

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:

FY24 Fund Healthy Nevada Independent Living Notice of Grant Award and Agreement

Nevada Clinical Services, Inc.
3816 South Maryland Parkway
Las Vegas, NV 89119
NOTICE OF GRANT AWARD AND AGREEMENT

Grantee Name:	
Lyon County Human Services – Independent Living	
Physical Address:	**Mailing Address:**
620 Lake Avenue Silver Springs, NV 89429	620 Lake Avenue Silver Springs, NV 89429
Contact:	**Email:**
Shayla Holmes	sholmes@lyon-county.org
Telephone:	**Grant Period:**
(775) 577-5009, Ext. 3301	7/1/2023 to 6/30/2024

Grantee's:

EIN:	88-6000097
NCS Grant #:	241151
Dun & Bradstreet #:	071540355

Purpose of Award: Lyon County Human Services will increase the Adult Services division capacity to expand intake, assessments, and comprehensive case management activities for individuals living with disabilities, with the primary goal of reducing barriers and increasing self-sufficiency. The Senior Services Division will provide individuals over the age of 60 with a disability - or individuals caring for someone over the age of 60 that have a disability – services and supports, identify needs, information and referrals to meet those needs, skills training in areas of scope such as technology assistance, basic mental health coping skills, and more. Case managers also advocate on behalf of clients.

Region(s) to be served: ☐ **Statewide** ☑ **Specific County or Counties:** Lyon County

Approved Annual Budget:		**Disbursement of funds will be as follows:**
Personnel	$98,852	Payment will be made upon receipt and acceptance of an invoice and supporting documentation specifically requesting reimbursement for actual expenditures specific to this grant. Total reimbursement will not exceed $110,000 for the period July 1, 2023 to June 30, 2024 ("Grant Year 1"). Nevada Clinical Services, Inc. ("NCS") has designated the Nevada Department of Health and Human Services ("Manager") to provide professional services to assist NCS in administering and managing this notice of grant award and agreement, inclusive of all incorporated documents ("Grant").
Travel	$0	
Operating	$3,000	
Equipment	$0	
Contractual/Consultant	$0	
Training	$0	
Other Expenses	$0	
Indirect	$8,148	
Total Cost	$110,000	

Terms and Conditions: In accepting these Grant funds, the Grantee understands and agrees to the following.

1. This award is subject to the availability of appropriate funds.
2. Expenditures must comply with applicable state and federal law and the terms of this Grant Agreement.
3. Expenditures must be consistent with the narrative, goals and objectives, budget, and other terms as specified in this Grant Agreement and any Incorporated Documents.
4. Grantee must comply with NCS' Grant Conditions and Assurances, and NCS' Grant Instructions and Requirements.
5. Grantee must comply with all applicable federal regulations.
6. Quarterly progress reports are due by the 30th of each month following the end of the quarter, unless specific exceptions are provided in writing by NCS or Manager.
7. Financial Status Reports and Requests for Funds must be submitted monthly, unless specific exceptions are provided in writing by NCS or Manager.
8. NCS may extend the term of this Grant for an additional 12-month term at the same terms and conditions upon written notification to the Contractor.
9. NCS shall have the right to assign its rights and obligations hereunder to the Nevada Department of Health and Human Services ("DHHS") upon seven (7) days' written notice to Grantee. Any such assignment shall release NCS from any and all future obligations to Grantee. Upon NCS' assignment of this Agreement to DHHS, NCS and Grantee agree that the amendments reflected in Section F shall become effective immediately.

Source of Funds:	**% Funds:**
NCS	100

Incorporated Documents:

Section A: NCS Grant Conditions and Assurances
Section B: Description of Services, Scope of Work, and Deliverables
Section C: Budget
Section D: Confidentiality Addendum
Section E: NCS Grant Instructions and Requirements (GIRS)
Section F: Assignment

Authorized Grantee Official (Printed Name, Title):	Signature:	Date:
David Hockaday, Chairman, Lyon County Board of Commissioners		
Nevada Clinical Services: Karla Perez, Secretary	Signature:	Date:

#241151

SECTION A
NCS GRANT CONDITIONS AND ASSURANCES

SECTION A

NCS GRANT CONDITIONS AND ASSURANCES

General Conditions

1. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. Nevada Clinical Services, Inc. (hereafter referred to as "NCS") shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Grantee is an independent entity.

2. The Grantee shall hold harmless, defend and indemnify NCS from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Grantee's performance or nonperformance of the services or subject matter called for in this Agreement.

3. NCS or Grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release NCS or Grantee from its obligations under this Agreement.

   NCS may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both NCS and Grantee.

4. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Work may only be undertaken with the prior approval of NCS. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, reports, or other materials prepared by the Grantee under this Agreement shall, at the option of NCS, become the property of NCS, and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

   NCS may also suspend or terminate this Agreement, in whole or in part, if the Grantee materially fails to comply with any term of this Agreement, or with any NCS policies, terms or provisions referred to herein; and NCS may declare the Grantee ineligible for any further participation in NCS' Grant Agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Grantee is in noncompliance with any applicable law or NCS policies, NCS may withhold funding as outlined in the current Grant Instructions and Requirements.

Grant Assurances

A signature below indicates that the Grantee is capable of and agrees to meet the following requirements, and that all information contained in this proposal is true and correct.

1. Adopt and maintain a system of internal controls which results in the fiscal integrity and stability of the organization, including the use of Generally Accepted Accounting Principles (GAAP).

2. Compliance with NCS insurance requirements for general, professional, and automobile liability; workers' compensation and employer's liability; and, if advance funds are required, commercial crime insurance.

3. These grant funds will not be used to supplant existing financial support for current programs.

4. No portion of these grant funds will be subcontracted without prior written approval unless expressly identified in the grant agreement.

5. Compliance with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any

employee for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

6. Compliance with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 CFR 26.101-36.999 inclusive.
7. It is the policy of NCS that any Grantee required under federal regulations to complete an audit that meets the standards set forth in Subpart F of 2 CFR 200 must provide Manager, on behalf of NCS, with a copy of the final audit report.
8. No funding associated with this grant will be used for lobbying.
9. Disclosure of any existing or potential conflicts of interest relative to the performance of services resulting from this grant award.
10. Provision of a work environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed.
11. Compliance with NCS Grant Instructions and Requirements.

    A. An organization receiving grant funds through NCS shall not use grant funds for any activity related to the following.

        (1) Any attempt to influence the outcome of any Federal, State or local election, referendum, initiative or similar procedure, through in-kind or cash contributions, endorsements, publicity or a similar activity.

        (2) Establishing, administering, contributing to or paying the expenses of a political party, campaign, political action committee or other organization established for the purpose of influencing the outcome of an election, referendum, initiative or similar procedure.

        (3) Any attempt to influence:

            (a) The introduction or formulation of Federal, State or local legislation; or

            (b) The enactment or modification of any pending Federal, State or local legislation, through communication with any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation, including, without limitation, efforts to influence State or local officials to engage in a similar lobbying activity, or through communication with any governmental official or employee in connection with a decision to sign or veto enrolled legislation.

        (4) Any attempt to influence the introduction, formulation, modification or enactment of a Federal, State or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity through communication with any officer or employee of the United States Government, the State of Nevada or a local governmental entity, including, without limitation, efforts to influence State or local officials to engage in a similar lobbying activity.

        (5) Any attempt to influence:

            (a) The introduction or formulation of Federal, State or local legislation;

            (b) The enactment or modification of any pending Federal, State or local legislation; or

            (c) The introduction, formulation, modification or enactment of a Federal, State or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity**, by preparing, distributing or using** publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.

        (6) Legislative liaison activities, including, without limitation, attendance at legislative sessions or committee hearings, gathering information regarding legislation and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.

(7) Executive branch liaison activities, including, without limitation, attendance at hearings, gathering information regarding a rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity and analyzing the effect of the rule, regulation, executive order, program, policy or position, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.

B. An organization receiving grant funds through NCS may, to the extent and in the manner authorized in its grant, use grant funds for any activity directly related to educating persons in a nonpartisan manner by providing factual information in a manner that is:

(1) Made in a speech, article, publication, or other material that is distributed and made available to the public, or through radio, television, cable television or other medium of mass communication; and

(2) Not specifically directed at:

(a) Any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation;

(b) Any governmental official or employee who is or could be involved in a decision to sign or veto enrolled legislation; or

(c) Any officer or employee of the United States Government, the State of Nevada or a local governmental entity who is involved in introducing, formulating, modifying or enacting a Federal, State or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity.

This provision does not prohibit a grantee or an applicant for a grant from providing information that is directly related to the grant or the application for the grant to Manager, on behalf of NCS.

Lyon County Human Services
Name of Organization

_____
Signature of Authorized Representative

David Hockaday, Chairman, Lyon County Board of Commissioners
Name and Title (Please Print)

#241151

SECTION B
DESCRIPTION OF SERVICES,
SCOPE OF WORK,
AND
DELIVERABLES

SECTION B

DESCRIPTION OF SERVICES, SCOPE OF WORK, AND DELIVERABLES

Lyon County Human Services, hereinafter referred to as Grantee, agrees to provide the following services and reports according to the identified timeframes:

Scope of Work for Grantee

***Goal 1:* Lyon County residents with disabilities will have access to available services and supports.**						
Objective	***Activities***	***Expected Outcomes***	***Timeline: Begin-Completion***	***Target Population***	***Evaluation Measure (indicator)***	***Evaluation Tool***
1.1 Maintain well trained staff to provide information, referral, skill building, and advocacy.	Recertify staff in Person Centered Planning model of case management and other items required by the Senior Services Division position specific training calendar.	Staff will execute person centered goal planning and aid individuals with disabilities with reaching their goals.	Ongoing during subaward period.	Individuals seeking assistance.	Number of individuals successful with 90% of their goals on their service plan.	Service plan and goal completion.
1.2 Increase availability and access to medical transportation.	1.2.a Retain the two full time Transportation Specialists. 1.2.b Increase availability of medical transportation services.	Increase the number of passengers and rides provided.	Ongoing during subaward period.	Senior population and individuals with disabilities.	Increase in number of passengers served and number of rides provided. Second Medical Transportation route updated as necessary to meet needs of clients and community.	Transportation logs. Transportation calendars.
1.3 Adult Services Case management to include home visits for individuals with disabilities.	1.3.a Maintain cell phones for staff to execute home visits safely. 1.3.b Train Adult Services Case Managers in department Home Visiting Safety policy. 1.3.c Provide home visits to individuals with disabilities that have barriers to in office appointments.	Adult Services clients with disabilities will receive access to services in their home.	Ongoing during subaward period	Lyon County residents with disabilities unable to access office spaces.	100% of Adult Services Case Managers will be trained in home visiting safety. 25% of Adult Services clients will receive case management services in their home. 80% of all SOAR eligible clients will receive necessary home checks for applications.	Invoices and monthly bills. Training logs Internal staff calendars of appointments and case files.

Goal 2: **Lyon County residents with disabilities will be able to live as independently with lowest level of supports necessary in their community.**						
Objective	***Activities***	***Expected Outcomes***	***Timeline: Begin-Completion***	***Target Population***	***Evaluation Measure (indicator)***	***Evaluation Tool***
2.1 Assess individuals with disabilities for barriers and eligibility.	2.1.a Schedule community and self-referrals for intake and assessment within 5 days. 2.1.b Conduct intake and assessment with individuals and identify needs and barriers.	All individuals referred (through any means) with an initial appointment scheduled will be asked if they have a disability and be provided resources and assistance meet their needs.	Ongoing during subaward period	Lyon County residents (18 and over) with disabilities	75% of referred individuals will engage with LCHS and schedule an intake appointment. 90% of individuals who have an intake appointment will identify if they do or do not have a disability 80% of individuals with disabilities will have a complete assessment to identify needs and barriers.	Online referral form and applications for assistance, staff department calendars, data entry into system. Intake and assessment forms, data entered into system
2.2 Assist clients in goal setting through the PCP model to reduce barriers and meet the needs of the client.	2.2.a Engage client in intentional conversation regarding aspirations, wants, and viewpoints on needs identified from assessment. 2.2.b Guide client through realistic goal setting to include who is responsible for the goal and target completion date.	Individuals receiving services will have personalized goals.	Ongoing during subaward period	Lyon County residents (18 and over) with disabilities.	80% of individuals with disabilities will have at least one goal on their service plan.	Case notes Service plan with goals completed and data inputted into system
2.3 Assist clients in achieving goals.	2.3.a Schedule regular follow-up appointments with clients to provide assistance and monitor progress of goals. 2.3.b Provided necessary information, application	Individuals receiving services will achieve their goals.	Ongoing during subaward period	Lyon County residents (18 and over) with disabilities	80% of individuals with disabilities will have at least one goal on their service plan. 75% of individuals with disabilities will achieve at least one goal on their service plan.	Case notes Service plan with goals completed and data inputted into system

	assistance, and referrals for services. 2.3.c Assist clients in skill building such as healthy habits, budgeting, everyday technology, self-advocacy, soft skills for interpersonal relationships and to gain or retain employment. 2.3.d Advocate for and with clients to maximize benefits with service providers 2.3.e Increase collaborations with Lyon County Multi-Disciplinary Team (MDT) to streamline care coordination.					

Compliance with this section is acknowledged by signing the Notice of Grant Award and Agreement cover page of this packet.

SECTION C
BUDGET

ANNUAL BUDGET NARRATIVE

NCS requires that all activities, events, meetings, etc. take place in accordance with State and Local compliance requirements related to COVID-19.

Total Personnel Costs	including fringe	**Total:**	**$98,852**

-

	Annual Salary	Fringe Rate	% of Time	Months	Percent of Months worked Annual	Amount Requested
Andrea Benally Case Manager Position Control #60203	$56,466.00	43.890%	7.500%	12	100.00%	$6,094

Increase SOAR eligibility reviews and enrollments, identify individuals with disabilities and connect to services.

	Annual Salary	Fringe Rate	% of Time	Months	Percent of Annual	Amount Requested
VACANT Case Manager Position Control #60206	$63,877.00	35.040%	7.500%	12	100.00%	$6,469

Increase SOAR eligibility reviews and enrollments, identify individuals with disabilities and connect to services.

	Annual Salary	Fringe Rate	% of Time	Months	Percent of Annual	Amount Requested
Lucrecia Carrillo Case Manager Position Control #60202	$62,078.00	35.600%	7.500%	12	100.00%	$6,313

Increase SOAR eligibility reviews and enrollments, identify individuals with disabilities and connect to services.

	Annual Salary	Fringe Rate	% of Time	Months	Percent of Annual	Amount Requested
Shelby Patterson Case Manager Position Control #61200	$56,466.00	43.890%	7.500%	12	100.00%	$6,094

Increase SOAR eligibility reviews and enrollments, identify individuals with disabilities and connect to services.

	Annual Salary	Fringe Rate	% of Time	Months	Percent of Annual	Amount Requested
Michelle Grouse Case Manager Position Control #60101	$56,466.00	43.890%	7.500%	12	100.00%	$6,094

Increase SOAR eligibility reviews and enrollments, identify individuals with disabilities and connect to services.

	Annual Salary	Fringe Rate	% of Time	Months	Percent of Annual	Amount Requested
Lisa Sinclair Transportation Specialist Position Control #61408	$49,748.00	42.930%	22.500%	12	100.00%	$15,999

Provide transportation to medical services for individuals with disabilities.

	Annual Salary	Fringe Rate	% of Time	Months	Percent of Annual	Amount Requested
Diana Moore Transportation Specialist Position Control #61400	$39,740.00	59.420%	22.500%	12	100.00%	$14,255

Provide transportation to medical services for individuals with disabilities.

	Annual Salary	Fringe Rate	% of Time	Months	Percent of Annual	Amount Requested
Cheri Roberts Case Manager Position Control #60205	$62,606.00	38.280%	18.834%	12	100.00%	$16,305

Provide person centered planning and case management services for individuals over the age of 60 with disabilities.

	Annual Salary	Fringe Rate	% of Time	Months	Percent of Annual	Amount Requested
Stacy Stewart Case Manager Position Control #60207	$56,466.00	43.890%	18.834%	12	100.00%	$15,302

Provide person centered planning and case management services for individuals over the age of 60 with disabilities.

	Annual Salary	Fringe Rate	% of Time	Months	Percent of Annual	Amount Requested
Heather Benson Adult Services Division Manager Position Control #60001	$92,546.00	31.100%	2.500%	12	100.00%	$3,033

Increase SOAR eligibility reviews and enrollments, identify individuals with disabilities and connect to services. Provide program oversight.

	Annual Salary	Fringe Rate	% of Time	Months	Percent of Annual	Amount Requested
Rebecca Williams Senior Services Division Manager Position Control #61000	$86,777.00	33.380%	2.500%	12	100.00%	$2,894

Provide person centered planning and case management services for individuals over the age of 60 with disabilities. Provide program oversight.

Total Fringe Cost	**$29,656**	**Total Salary Cost:**		**$69,195**
Total Budgeted FTE	1.25168			

Travel				**Total:**		**$0**

Operating				**Total:**		**$3,000**

1 yr. cell phone service @ $750 x 4 to allow for safety during home visits with clients			$3,000.00			

Justification: Cell phone service to provide safety during home visits with clients.

Equipment				**Total:**		**$0**

Contractual						**$0**

Training				**Total:**		**$0**

Other				**Total:**		**$0**

TOTAL DIRECT CHARGES						**$101,852**

Indirect Charges				**Indirect Rate:**	**8.000%**	**$8,148**

TOTAL BUDGET				**Total:**		**$110,000**

SECTION D
CONFIDENTIALITY ADDENDUM

SECTION D

CONFIDENTIALITY ADDENDUM

BETWEEN

Nevada Clinical Services, Inc.

Hereinafter referred to as "NCS"

and

Lyon County Human Services

Hereinafter referred to as "Grantee"

This CONFIDENTIALITY ADDENDUM (the Addendum) is hereby entered into between NCS and Grantee.

WHEREAS, Grantee may have access, view or be provided information, in conjunction with goods or services provided by Grantee to NCS or its designee that is confidential and must be treated and protected as such.

NOW, THEREFORE, NCS and Grantee agree as follows:

I. DEFINITIONS

The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

1. **Agreement** shall refer to this document and that agreement to which this addendum is made a part.
2. **Confidential Information** shall mean any individually identifiable information, health information or other information in any form or media.
3. **Grantee** shall mean the name of the organization described above.
4. **Required by Law** shall mean a mandate contained in law that compels a use or disclosure of information.

II. TERM

The term of this Addendum shall commence as of the effective date of the Grant Period and shall expire when all information provided by NCS or created by Grantee from that confidential information is destroyed or returned, if feasible, to NCS or Manager pursuant to Clause VI (4).

III. LIMITS ON USE AND DISCLOSURE ESTABLISHED BY TERMS OF CONTRACT OR LAW

Grantee hereby agrees it shall not use or disclose the confidential information provided, viewed or made available by NCS or Manager for any purpose other than as permitted by Agreement or required by law.

IV. PERMITTED USES AND DISCLOSURES OF INFORMATION BY GRANTEE

Grantee shall be permitted to use and/or disclose information accessed, viewed or provided from NCS or Manager for the purpose(s) required in fulfilling its responsibilities under the primary agreement.

V. USE OR DISCLOSURE OF INFORMATION

Grantee may use information as stipulated in the primary agreement if necessary for the proper management and administration of Grantee; to carry out legal responsibilities of Grantee; and to provide data aggregation services relating to the health care operations of NCS or Manager. Grantee may disclose information if:

1. The disclosure is required by law; or
2. The disclosure is allowed by the agreement to which this Addendum is made a part; or
3. The Grantee has obtained written approval from NCS.

VI. OBLIGATIONS OF GRANTEE

1. **Agents and Subcontractors.** Grantee shall ensure by subcontract that any agents or subcontractors to whom it provides or makes available information, will be bound by the same restrictions and conditions on the access, view or use of confidential information that apply to Grantee and are contained in Agreement.
2. **Appropriate Safeguards.** Grantee will use appropriate safeguards to prevent use or disclosure of confidential information other than as provided for by Agreement.
3. **Reporting Improper Use or Disclosure.** Grantee will immediately report in writing to NCS any use or disclosure of confidential information not provided for by Agreement of which it becomes aware.
4. **Return or Destruction of Confidential Information.** Upon termination of Agreement, Grantee will return or destroy all confidential information created or received by Grantee on behalf of NCS. If returning or destroying confidential information at termination of Agreement is not feasible, Grantee will extend the protections of Agreement to that confidential information as long as the return or destruction is infeasible. All confidential information of which the Grantee maintains will not be used or disclosed.

IN WITNESS WHEREOF, Grantee and NCS have agreed to the terms of the above written Addendum as of the effective date of the agreement to which this Addendum is made a part.

GRANTEE	**NCS**
Signature Date	Signature Date
David Hockaday	
Printed Name	Karla Perez
Chairman, Lyon County Board of Commissioners	Secretary, Nevada Clinical Services, Inc.
Title	Title

#241151

SECTION E
NCS GRANT INSTRUCTIONS AND REQUIREMENTS
(GIRS)

SECTION E
NCS Grant Instructions and Requirements

Effective July 1, 2018

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Grant Instructions and Requirements

Effective July 1, 2018

GIR-19-1 SUBJECT: GIRS DEFINED

Nevada Clinical Services, Inc. ("NCS") has adopted these Grant Instructions and Requirements (GIRS) to provide Grantees with essential information relative to financial and administrative requirements for programs funded through NCS. **The GIRS apply to all Grantees.**

This edition of the GIRS applies to all grants awarded from July 1, 2018 forward.

Sections of the GIRS are identified by the term GIR (a single provision in the Grant Instructions and Requirements), and numbered serially.

Each Grantee is instructed to maintain a copy of the GIRS, which will be verified during program and/or fiscal monitoring. Programs that do not follow the instructions and requirements outlined in the GIRS will jeopardize their receipt of funds.

GIR-19-2 SUBJECT: GRANTOR AND GRANTEE DEFINED

NCS is the **Grantor** of the awarded funds and is responsible for oversight of the awarded funds. NCS is party to a Management Services Agreement with the Department of Health and Human Services of Nevada, referenced herein as "Manager", to provide management and professional services to assist NCS in administering and managing its obligations under various agreements, which include NCS' grant agreement.

The **Grantee** is the recipient of the funds awarded by NCS for the specific purposes set forth in the Grantee's Grant Agreement with NCS and any incorporated documents and/or attachments. The Grantee includes all employees, board members and designated representatives of the recipient organization or agency.

An entity that receives a portion of these funds through the Grantee is known as the Subcontractor.

GIR-19-3 SUBJECT: GRANTOR AUTHORITY

The Grantor cannot be limited in its rights by the Grantee, as Grantor rules and regulations shall supersede Grantee rules and regulations. The ability of NCS or NCS' designee to evaluate the grant includes full access to any document and/or record pertinent to the program and the right to interview staff, clients, agency personnel or board members in accordance with the procedures of confidentiality as described in GIR-19-4 and any pertinent policies prescribed by NCS, either directly or through its Manager.

GIR-19-4 SUBJECT: CONFIDENTIALITY

All Grantees are required to comply with applicable State and Federal confidentiality and privacy rules. Grantees shall collect, maintain, and transmit personal information about service

recipients in a manner that ensures security and protects individual privacy (e.g., use of identifiers instead of names or Social Security numbers on any information submitted to the Grantor or designees). Any Grantee that is a covered entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) shall also comply with the security and privacy safeguards set forth in Public Law 104-191 (45 CFR 160 and 164). Such safeguards shall not restrict the Grantor's access to protected health information which may be necessary to determine program compliance [45 CFR 164.512(d)(1)(iii)].

GIR-19-5 SUBJECT: CONTROLLING DOCUMENTS

For purposes of administration and decisions regarding compliance and operations, the approved grant proposal (including scope of work, outputs and outcomes), budget, assurances, GIRS, any pertinent policies prescribed by NCS (either directly or through its Manager), and any applicable Federal or State regulations and requirements constitute the controlling documents. Both the Grantee and the Grantor shall reference these documents when interpreting or applying rules.

Any questions regarding the administration of this grant should be directed to NCS or its Manager.

GIR-19-6 SUBJECT: GRANTEE RIGHTS AND RESPONSIBILITIES

1. The Grantee organization assumes full responsibility for the overall program which includes: fiscal administration, timely submission of required reports, program management including personnel, and meeting the goals and objectives in the approved grant applications.
2. The Grantee shall maintain effective control and accountability for all grant funds, property, and other assets.
   a. Source documentation for all transactions, controls and other significant events must be clear and **readily available** for examination. All documentation such as invoices, contracts, grant awards, etc., should be maintained at the Grantee's principal place of business. Timelines for record retention are addressed in GIR 19-20.

   Any activities that deviate from the scope of work/goals and objectives identified in the grant agreement must receive prior written approval from NCS and may require a written amendment to the grant agreement.
3. Grantee must notify NCS immediately regarding any legal action or negative publicity related to grant-funded events, activities, services, purchases, or outreach. (In this case, "immediately" means as soon as the Grantee becomes aware of such legal action or negative publicity.)
4. All instructions, requirements, rules and regulations for grants administered through NCS are applicable to subawards, mini-grants, contracts or other mechanisms passing on these funds. Although NCS or its designee will conduct reviews and/or audits of Grantee, it is the primarily responsibility of the Grantee to establish and carry out policies and procedures for monitoring.
5. Grantee must establish policies and procedures for procurement that comply with the guidelines and direction prescribed by NCS, either directly or through its Manager.
6. Decisions made by NCS must be based on the GIRS, grant agreements, approved budgets, and grant assurances. If a Grantee disagrees with a decision, the Grantee has the option to dispute the decision by taking the following steps.
   a. Request in writing that NCS either directly or through its Manager, provide the specific documentation upon which a decision is based.

b. If this does not resolve the disagreement, the Grantee may request in writing that NCS or it designees conduct a further review of the issues. Written response will be made within seven (7) working days.
c. NCS' decision will be final and will not be open to further discussion or challenge.

7. All interactions between Grantee and NCS or its designee will be conducted with honesty, courtesy, and respect. It is essential that a professional relationship be maintained in order to properly administer the grant and provide effective services in the community.
   a. Conduct that interferes with the administration of the grant or negatively impacts the ability to provide effective program services may result in termination of the grant.
8. Technical assistance within the capacity of NCS, either directly or through its Manager, will be provided to Grantees.
   At the request of the Grantee.
9. All Grantees that provide direct services to clients are required to submit organizational and service information to Nevada 2-1-1 and to update that information annually. Proof of submission and/or updates will be required as part of the Grantee's second quarter progress report to NCS. (Instructions about how to submit updates will be provided before proof of update is due.)

GIR-19-7 SUBJECT: REQUEST FOR FUNDS INSTRUCTIONS

1. All Monthly Financial Status and Request for Funds Report must be submitted in the workbook provided by the 15th of the month for the previous month. There is a worksheet for each month; select the worksheet for the month the reimbursement is for. The workbook has been protected to ensure that formulas are not altered and to minimize the required input each month.
2. **Contact Information**
   a) Contact information has been entered and automatically carries forward, so it doesn't have to be retyped. However, if you need to change the address, phone number or contact information, notify Manager.
3. **Grant Reporting Information**
   a) Grant information has been entered. Verify accuracy and that the right month/year is entered. Are you on the right tab?
4. **Final Report**: Indicate whether this is a final report for the grant by marking an "X" next to Yes or No.
5. **Amended Report**: Indicate whether this is an amended report for the period by marking an "X" next to Yes or No.
6. **Prepared By**: Enter the name of the preparer of the report even if they are not the person that signs the report.
7. **Expenditures**
8. **Approved Budget**: Approved Budget amounts will be pre-populated based on the proposal and scope of work. If this does not match current scope of work and/or budget, notify Manager.
9. **Previously Reported Expenditures**: Total expenditures for all previous reimbursement periods for each category. The field is formula-driven and will auto-populate the amount from previous reimbursements.
10. **Current Period Expenditures**: Enter the current month's expenses for each of the budgeted categories based on approved scope of work. Please note that reimbursement may only be requested for expenditures within approved budget categories. Enter WHOLE dollar amounts.
11. **Personnel**: Required documentation includes activity-based timesheets

12. **Travel/Training**: Required documentation includes mileage logs, invoices, training description, registration, receipts and State Travel Reimbursement Form.
13. **Operating Supplies**: Includes communication, public information and supplies. This includes required purchase orders, invoices.
14. **Equipment**: Required documentation includes purchase orders, invoices, receipts
15. **Contractual**: Required documentation includes activity-based timesheets
16. **Other Expenses**: Required documentation includes purchase orders, invoices, receipts.
17. **Indirect Expenses**: Required documentation includes purchase orders, invoices, receipts.
18. **Current Request for advance funds**: Advance funds requires prior approval.
19. **Verification of amounts**: you must verify expenditure amounts match cash flow amounts

GIR-19-8 SUBJECT: COST SHARING OR MATCHING REQUIREMENTS

Any match requirements will be discussed in the grant agreement, its attachments and/or other incorporated documents. Match may be cash contributions or in-kind. Proposed matches are checked during site reviews. Grantees must maintain documents substantiating any cost sharing or matching. All matches must directly benefit the program for which the funds are granted.

GIR 19-9 SUBJECT: COST ALLOCATION

Cost allocation means that if a Grantee incurs a cost for goods or services used by more than one program, the cost must be charged to all programs. Each program will be charged for the percentage of the cost of the goods or services used by each program. The method for determining that percentage is discussed below.

This requirement must be taken into consideration when a Grantee incurs a cost that benefits more than one cost objective (program). One example would be having one employee who works for two different programs. Another example would be a utility bill for a building used for two different programs, each with separate and distinct funding.

When there are multiple cost objectives, the Grantee must do the following.

1. Develop and document a reasonable methodology for determining how each applicable cost will be allocated to each cost objective (program) involved. This method must be designed to allocate to a program the portion of the cost that benefits the program. Examples of reasonable methodologies include, but are not limited to the following.

a. The salary of a single person performing duties for multiple programs will be allocated based on the time the person spends on each program as documented by time studies or on timesheets indicating time actually spent on each program.
b. Facility expenses for a building housing multiple programs will be allocated based on the number of square feet used by each program as documented by a building-use study or by determining a reasonable percentage of the space utilized by staff associated with the funded program.
c. General office supplies should be allocated based upon the number of FTE working on each funding source and the same percentages used to allocate salaries to different programs. For example, if a position is working 100% of the time for a specific grant, that grant should be charged 100% of the per FTE charge for general office supplies. If a position is allocated 25% to one grant and 75% to another grant, the per FTE charge for

general office supplies for that position should be split in the same 25% / 75% ratio. The per FTE charge for general office supplies is the total amount spent on office supplies divided by total FTEs.

Resources for more in-depth and authoritative guidance for cost allocation include the following. Although the intent is to justify federal indirect rates, the principles may be useful for Grantees in budgeting NCS grants.

- Code of Federal Regulations – 2 CFR 200
  http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1&rgn=div5
- Sample Indirect Cost Proposal – Health and Human Services
  https://rates.psc.gov/fms/dca/np_exall2.html
- U.S. Department of the Interior – Indirect Cost Services for Non-Profits
  http://www.doi.gov/ibc/services/indirect_cost_services/nonprofit_orgs.cfm

2. Maintain documentation that supports the allocation of a cost to each program. NCS or its designee may ask to review this documentation before approving the project budget or Budget Modification Requests, during fiscal reviews, to support Requests for Funds, or at any other time deemed necessary to verify that allocations are reasonable and equitable.

   Examples of this type of documentation include, but are not limited to the following.

   (1) Time studies
   (2) Vehicle use studies
   (3) Building use studies

GIR-19-10 SUBJECT: DIRECT AND INDIRECT COSTS

1. In addition to the explanation provided in these GIRS, NCS uses the same definitions, explanations, and principles for direct and indirect costs, as described in 2 CFR 200.412-415, to the extent they are applicable to NCS' grants.
   a. NCS funded grants may request a maximum of 8% indirect on the direct expenses in the approved budget, unless otherwise approved by NCS, in writing.
2. Direct costs can be identified specifically with particular cost objectives such as a grant, contract, project, function or activity. Direct costs generally include, but are not limited to, the following:
   a. Salaries and wages including vacations, holidays, sick leave, and other excused absences of employees working specifically on objectives of a grant or contract (e.g., direct labor costs)
   b. Other employee fringe benefits allocable to direct labor employees
   c. Consultant services contracted to accomplish specific grant/contract objectives
   d. Travel of employees that is directly related to the grant objectives
   e. Materials, supplies and equipment purchased directly for use on a specific grant or contract (such as telephones, cell phones, fax machines, and computers)
   f. Communications costs identifiable with a specific award or activity
   g. Rent or occupancy costs

   [See GIR-19-9 for details on how to allocate costs across different funding streams.]

   As illustrated by the list above, direct costs may be considered either "programmatic" or "administrative" in nature. Administrative costs that can be traced directly back to the program should be identified within the grant budget as a line item expense. For example, a Director of a non-profit who has completed a **time study** (i.e., has maintained a detailed record of the hours/minutes spent on his/her work tasks for a representative span of time)

may be able to directly relate a certain percentage of time to a particular grant. This would be considered a direct administrative cost. Rent can be considered a direct cost but is normally allocated among all grants or projects managed by a Grantee.

3. Indirect costs represent the expenses of doing business that are not readily identified with a particular grant, contract, project function or activity, but are necessary for the general operation of the organization and the conduct of activities it performs. Indirect costs include, but are not limited to: Depreciation and use allowances, facility operation and maintenance, memberships and general administrative expenses such as management and or administration, accounting, payroll, legal and data processing expenses that cannot be traced directly back to the grant project.

   In order to compensate Grantees for indirect costs associated with managing their grants, NCS allows Grantees to charge an indirect cost rate computed on total direct expenses. NCS has adopted a maximum of 8% for all grants, unless otherwise approved by NCS, in writing. Grantees may include an indirect charge of up to 8% of direct charges listed on Requests for Funds. This is separate from, and in addition to, administrative costs that can be traced directly to the program.

   To be eligible for reimbursement of indirect costs, indirect rates must be included in a Grantee's original, approved budget and the rate may not be renegotiated during the grant year (unless the indirect is a federally negotiated rate that increases or decreases during the grant year). Reimbursement may not exceed the agreed-upon rate. Grantees must calculate and request indirect based on the direct expenses listed in **each Request for Funds**. Quarterly or annual requests for reimbursement of indirect costs are not allowed.

GIR-19-11 SUBJECT: PROGRAM INCOME ACCOUNTING PROCEDURES

1. Program income is money received by the Grantee specifically for the project funded by this grant. Examples of program income include fees for service in accordance with a sliding fee scale or contributions for a particular event related to the grant-funded project.
2. At the beginning of each grant year, the anticipated program income must be reported on the Budget Summary page submitted to Manager along with the project budget and approved by NCS. Funds must be listed by budget category (e.g., Personnel, Communications, Travel).
3. Each program must maintain a system that assures donor confidentiality.
4. All participant contributions, fees or other income generated through the use of grant funds must be credited to the appropriate grant and used to support that grant. Program income may not be used to support other grant-funded programs or general operations.
5. The Grantee's procedures must ensure full accountability for all program contributions and fees. The Grantee must clearly document the amount and source(s) of program income, and exactly how the money was used for the grant purpose. Income should be reconciled within the grant period.

GIR-19-12 SUBJECT: ALLOWABILITY AND ALLOCABILITY OF COSTS

For a cost to be allowable as a charge against grant funds, it must first be specifically included in the approved grant budget, must benefit (or be allocable) to the grant, and must be consistent with the goals and objectives of the grant. If a reimbursed cost is later disallowed, for example

through a retrospective fiscal review, it must be repaid to NCS. Refer to GIR-13, below, for explanations about costs for which NCS has established special policies.

GIR-19-13 SUBJECT: ALLOWABILITY OF SPECIFIC COSTS

This section provides more detailed information about costs that NCS Grantees frequently wish to include in budgets and budget modifications. These policies shall be binding on Grantees for purposes of costs under an NCS grant, unless otherwise agreed to by NCS, in writing.

1. Meals and Food
   a. Meals for an employee are reimbursable only when the employee is in travel status and when the final destination is more than 50 miles from the employee's work station. Reimbursement is subject to a determination by NCS or its designee that the amount is reasonable.
   b. Meals or refreshments served during meetings to employees, boards of directors, professional associations or members of the public are **not** allowable. This policy applies regardless of the purpose of the meeting.
   c. General host funds are **not** allowable.
   d. Meals, snacks or beverages provided to program participants are allowable provided that these expenses are included in the Grantee approved budget. For example, a program that offers parenting classes in the evening may be allowed to serve a casual supper to parents and children as an attendance incentive. An after-school or summer activity program for youth may be allowed to provide healthy snacks. A program that organizes or sponsors a professional conference may be allowed to provide a meal or snacks to registered participants. In any case, only food or beverages directly related to program activity is allowable. Grantee will be reimbursed only for eligible participants. This excludes guests, conference attendees who are not Nevada residents and Grantee employees.
2. Bottled water or distilled water delivered by a vendor for routine use is not allowable unless documentation is provided indicating that the domestic water available at the Grantee's place of business is unsafe or that the water delivery system is inadequate. [The only exception is bottled water provided as a direct program supply, as described in GIR-19-11(2).]
3. Kitchen supplies (including, but not limited to, paper products, cleaning supplies, and beverage service) are not allowable unless they are direct program supplies.
4. Volunteer recognition is allowable (may include gifts, award banquets or a combination). The cost must be included in the Grantee's approved budget and may not exceed $25 per volunteer per year. Program employees and members of boards or commissions are not covered under this provision.
6. Grantees that include audit costs in their budgets must allocate the expense equitably across all funding sources.
7. Late fees, NSF fees, credit card interest charges, and reconnect fees are not allowable.
8. Travel costs are allowable only if they provide direct benefit to the grant-funded project and are included in the Grantee's approved budget. (See GIR-19-14 for details about travel reimbursement.)
9. Grantees are discouraged from contracting with State employees for work that pertains to the grant. Grantee shall ensure, to the extent possible, that any State employee complies with all State rules and regulations regarding outside employment.
10. Grant funds may not be used:
    a. To purchase real property (e.g., real estate, land, buildings);

b. To make donations to organizations or individuals; or
c. For employee/staff funds that typically cover expenses such as birthday gifts, holiday parties, retirement congratulations, and bereavement condolences.

11. Use of grant funds to pay out accrued leave and/or compensatory time upon an employee's separation from service requires prior review and approval by NCS. Extended use of leave for illness, family illness or maternity is allowable, but Grantees are still responsible for meeting outcomes. When extended leave is taken by an employee whose salary is paid in full or in part with grant funds, the Grantee must submit a plan to Manager, on behalf of NCS, stating how the work will be accomplished in the employee's absence.

GIR-19-14 SUBJECT: DISBURSEMENT OF FUNDS

1. All NCS grant programs may be eligible to receive grant payments in advance upon approval by NCS; however, reimbursement is the preferred method. Payment amounts are to be requested to meet actual cash needs of the project.

- To be eligible to receive grant payments in advance, the grantee must have a written procedure that minimizes the time elapsing between the transfer and disbursement of grant funds by the grantee.
- The advances to the grantee shall be limited to the minimum amount needed and be timed to be in accordance with the actual immediate cash requirements of the organization in carrying out the purpose of the approved program or project.
- The request for grant payments may be quarterly, however, all payments will be calculated and made monthly (Quarterly request to include amounts for the 3 months in the quarter, each month is paid separately.)
- If it is determined there is cash on-hand greater than a month's amount, then the subsequent request for funds will be adjusted accordingly. For most grants that are funded for a twelve-month period and to assure that the program has sufficient funds to operate the entire grant award period, monthly requests for funds should average around 1/12 of the grant award amount.
- If the grantee does not have a written procedure for minimizing the time elapsing between receiving grant funding and disbursement of funds, they may be placed on a reimbursement basis.
- Grant funds are disbursed using the reimbursement method. Advance payments may be approved under certain circumstances.

2. Requests for Funds must be submitted on NCS' approved reimbursement form and are required to be submitted within thirty (30) days after the end of each month. Deviation from the monthly reimbursement schedule may be possible but only with prior **written** approval from NCS, either directly or through its Manager.
4. Multiple Requests for Funds for the same grant award should not be submitted simultaneously since each must be processed chronologically. Any changes made to or errors corrected in a Request for Funds will necessitate revisions to subsequent Requests for Funds.
5. The Request for Funds form must be completed in full. Late submission, questionable costs, incomplete fields, missing documentation, or mathematical inaccuracies will result in a delay of funds being issued. Correction of errors identified by the Grantor is NCS' responsibility. Note that it is also the Grantee's responsibility to ensure that their records are updated and/or revised to avoid inaccuracies on future Requests for Funds.

6. **With the exception of the final Request for Funds at the end of the grant year (see GIR 19-16), Grantees must not submit requests with a negative number in the Balance Remaining column for any budget category.**
7. For categorized budgets, documentation supporting the Request for Funds must be submitted along with the request in the form of a detailed transaction list, by budget expense category. The transaction list may be in the form of an Excel spreadsheet if the Grantee does not have an accounting software package that generates a transaction list. The detailed transaction list MUST reconcile completely to the Request for Funds. It is the Grantee's responsibility to include appropriate subtotals and totals on the transaction list to demonstrate that it does, in fact, reconcile completely to the Request for Funds. The transaction list and supporting documents must be kept on file for review at the time of NCS' fiscal monitoring. The detailed transaction list must include, at a minimum:
   a. Every single item the NCS is asking to be reimbursed for by expense category
   b. Brief description of the expense (internal note: to be able identify that the expense is allowable, included in the budget, and charged to the correct budget category)

   Check number or other transaction identifier
   c. Date of payment
   d. Payee
   e. Total amount of payment
   f. Amount charged to grant with cost allocation

   The transaction list must be grouped by budget category and have totals that reconcile to the amounts shown on the RFF. RFFs will not be approved without a transaction list.

   The following information must also be included on the transaction list or attached to the Request for Funds.
   (1) Payroll Backup- Employees names and position that are being charged to the grant, % of time charged, and amount requested. If employees or positions change, Manager must be notified and it must be noted on the backup.
   (2) Match must be attached using the Match Table Template.
   (3) All backup for Travel to include the state approved travel claim form as required on the NCS travel claim form. Hotel, air and ground transportation including rental cars, motor pool, public transportation/taxis/shuttles, meals unless using the per diem rate. If travel is due to a meeting, convention, training, etc., required backup includes a copy of the agenda. Travel expenses consisting of local mileage only can be noted on the transaction list with name of traveler, date, miles and rate.
   (4) Any purchases of Equipment must have a copy of the receipt attached.
   (5) Any large purchases over $5000.00 such as gift cards, food, etc. purchased for distribution to clients require receipts to be attached
   (6) If the NCS received a rebate or credit associated with an expense charged to the grant, the amount must be included on the transaction list and deducted from the reimbursement request.
8. For fee-for-service budgets, documentation supporting the units of service provided during the reimbursement period does not need to be submitted along with the Request for Funds. However, documentation **does** need to be maintained for review during site visits and program monitoring by NCS and/or Manager. Specific documentation will depend on the kind of service provided and will be determined by NCS, either directly or through its Manager, prior to submission of the first Request for Funds. Grantees will be reimbursed on a fee-for-service basis only if the budget was submitted and approved as a fee-for-service budget prior to the start of the grant year.
9. In special circumstances, advances may be allowed.

a. A fully executed Notice of Grant Award must be in place before an advance will be considered.
b. A Grantee may submit a request for advance funds if the Grantee does not have sufficient working capital to operate the program on a reimbursement basis. Advances may be utilized to cover up 30 days of expenses that are part of the approved grant budget. Examples include routine operating expenses, payroll, and equipment purchases. **Advances will not be approved for the sole purpose of providing the Grantee with a financial cushion.**
c. An NCS Advance Request form must be submitted indicating the reason for the advance along with Commercial Crime Insurance coverage that covers the amount of the advance.
d. An advance will be paid upon approval of the completed request form.
e. Grantees must establish and maintain policies and procedures that minimize the time elapsed between the transfer of advance funds and disbursement.
f. The amount must be accounted for and reduced from the total and available funds on the following Requests for Funds. **Advances must be fully repaid on or before the final Request for Funds for the grant period.**
g. NCS and/or Manager will closely monitor the use of the advance to ensure it is used solely for the purposes of the grant that funded the advance.
h. A specific condition of receiving an advance is the Grantee's agreement to attach a copy of the most recent bank statement into which the advance was deposited to each subsequent Request for Funds. Advances may not be deposited in any bank account other than the Grantee's main operating checking account.
i. Misappropriation of advance funds will result in denial of future advance requests and may result in immediate termination of the grant.

GIR-19-15 SUBJECT: TRAVEL REIMBURSEMENT

Grantees **must** follow these instructions in order to be reimbursed for allowable travel expenses that are allocable to the grant and are included in the Grantee's approved budget.

1. Forms for travel reimbursement, and instructions for completing the forms, will be provided by NCS or Manager, upon request.
2. Reimbursement is allowed in accordance with the Grantee's established policies or up to the U.S. General Services Administration (GSA) rate established for the employee's destination, whichever is less. Information on GSA rates may be found on the GSA website: https://www.gsa.gov/portal/category/26429. NCS allows an exception to the GSA rates for lodging that is procured at a prearranged place such as a hotel when a meeting, conference or training session is held. The following rules apply.
   a. An exception may be made for all out-of-state travel and for in-state non-surveyed areas.
   b. There are **no** exceptions for in-state surveyed areas.
3. Least Expensive Means
   As a general rule, Grantees should always execute travel by the most economic means reasonably available. For example, the use of courtesy shuttles from airport to hotel is preferable to the expense of taxis.
4. Grant funds may not be used to cover fees for early flight check-in or excessive baggage.
5. **All expenses related to a single trip must be submitted on the same Request for Funds in order to avoid duplication of payment on different elements of the same trip. NCS may approve exceptions on a case-by-case basis.**
6. Trips That Include Expenses Beyond Local Mileage

When billing for a trip that includes any expense other than local mileage reimbursement, NCS' Travel Expense Reimbursement Claim form (NCS) must be utilized to detail the specific trip.

a. The following documents must be attached to the associated Request for Funds.
   (1) An agenda if the purpose of the trip was to attend a conference or meeting.
   (2) A printout of the GSA rate for the area visited (showing allowable hotel and per diem costs).
   (3) Receipts for parking, airfare, baggage fees, lodging, conference registration, internet access for business purposes, and car rental or other ground transportation (e.g., taxi or shuttle).
   (4) Note that the receipt for lodging reimbursement **must** include a hotel front desk receipt obtained at checkout. If a room is booked via a service such as Expedia or hotels.com, that receipt must also be attached. *(Providing both the front desk receipt and the booking receipt verifies that the employee not only paid for the hotel but also made the trip and used the hotel room.)* The amount charged to the grant must be limited to the lodging rate plus applicable taxes and fees, and must either be limited to the GSA rate for the destination or meet the exception criteria set forth in Item 2 of this Section. Personal expenses such as movies, internet access for personal use and charges to deliver meals via room service will not be reimbursed.

b. Receipts are not required for incidental expenses (e.g., fees for luggage carts, metered parking, toll charges and tips). Reimbursement will be limited to the GSA approved amount per night. Incidentals are only paid for overnight trips ($5 per night).

7. Meals
   a. Meals will be reimbursed at the GSA rate for the employee's destination (whether in-state or out-of-state). A printout of the GSA rate for the area visited **must** be attached to the Request for Funds.
   b. If a Grantee's written travel policies require that the employee be reimbursed for actual costs, then meal receipts must be attached to the Request for Funds. NCS will reimburse the Grantee for the actual cost or the GSA rate, whichever is less. The Grantee may not submit a mix of GSA rate reimbursement and meal receipts. Only one reimbursement method will be accepted.
   c. To be allowed reimbursement, the employee **must**:
      (1) Travel to a destination that is at least 50 miles from his/her work station;
      (2) Depart at or before 7 a.m. for breakfast;
      (3) Depart at or before 11 a.m. and return to the work site after 1:30 p.m. for lunch, and
      (4) Depart at or before 5:30 p.m. and return to the work site after 7 p.m. for dinner.
      Note that departure and return are defined as the time that the employee left or returned to his/her work station or his/her home, whichever is closer to the final destination (or to the airport if flying).
   d. Meals provided as part of the meeting or conference agenda are not eligible for reimbursement, should not be claimed, and a note should be included indicating that the employee is not requesting reimbursement for that reason. Continental breakfasts are not considered meals so per diem for breakfast is allowed in such circumstances.
8. Local Mileage Reimbursement
   When submitting a request for local mileage reimbursement, Grantees do not have to submit a Travel Expense Reimbursement Claim form. However, on the transaction list, Grantees must include a breakout of the number of miles traveled and the reimbursement rate. Any travel that includes expenses beyond local mileage reimbursement must be submitted in accordance with GIR 19-13-6 above.
9. Mileage Reimbursement Standards

a. Mileage will be reimbursed at the current State rate or the rate in the Grantee's written policies and procedures, whichever is less.
b. Mileage will not be paid for travel to/from the employee's home and work station.
c. An employee using his own personal vehicle will be compensated for any miles driven in excess of their normal commute. An employee's normal commute is the roundtrip mileage between the employer's residence and their official duty station.
d. Special reimbursement rules apply when an employee chooses to use a personal vehicle for his/her own convenience when other, less costly options are available.
   (1) Reimbursement will be at half the regular rate if a personal car is used for Grantee business when an employee could have used a less costly means of transportation such as a company car or motor pool vehicle.
   (2) In the circumstance listed in Item 9(d)(1) above, if the employee could have flown to the destination at a cost that would have been less than half the regular mileage rate, reimbursement should be limited to the cost of the airfare.

GIR-19-16 SUBJECT: BUDGET MODIFICATIONS

1. Changing line items within a budget category requires prior approval by NCS, which must be documented in writing (may be via e-mail). Approval must be received before expenses are incurred.
2. All transfers of funds between budget categories require an NCS Budget Modification Request (BMR) form and a copy of the updated budget. Proposed expenditures must be consistent with approved goals for the current grant agreement. Approved BMRs must be received by the Grantee prior to implementation of request.
3. The Indirect rate /category total may not be renegotiated or changed.
4. **Requests for budget modifications must be made prior to expenditure of funds for non-budgeted items.** Failure to request modifications in advance of expenditures may result in not receiving reimbursement for the expenditures, and/or corrective action.
5. Justification for modifications must be complete and include an explanation of **why** funding has become available in certain categories, **why** funding is needed in other categories, and **how** the changes will affect the Grantee's ability to meet established goals. Simply stating that costs were over-estimated or under-estimated is insufficient justification.
6. If a BMR is initially declined, NCS, either directly or through its Manager, may direct the Grantee to make corrections or provide additional justification for reconsideration. All revisions are the responsibility of the Grantee and cannot be completed by NCS or Manager.

GIR-19-17 SUBJECT: END OF GRANT YEAR INSTRUCTIONS

1. Each grant year, final Budget Modification Requests must be submitted by **the last Friday of April**. On rare occasions, and with reasonable justification, an extension may be allowed.
2. All goods and services **received** by the last day of the program's grant year, but not yet paid, are to be treated as an accounts payable of that grant year.
3. Final Requests for Funds must be submitted to Manager for review 15 days after the end of the grant year (i.e., by **July 15th**).
5. On the final Request for Funds, NCS may approve a negative balance shown in one or more budget categories as long as the following conditions are met.
   a. There is no negative balance in the Indirect category.
   b. The total negative balance from all categories does not exceed $2,000.
   c. Total expenditures from all categories do not exceed the total grant budget.

d. The Grantee submits a detailed request/justification to Manager, on behalf of NCS, via e-mail prior to over-expending funds for the category (or categories) in question.
e. The budget variances do not constitute substantive changes to the original agreement or scope of work.
f. NCS pre-approves the request via e-mail.
g. Grantees that over-expend budget categories and then ask for approval may be denied.

GIR-19-18 SUBJECT: PROCEDURES FOR PROCESSING CARRYOVER OF FUNDS

a. Funds may not be carried over from one grant year to the next, unless otherwise approved in writing by NCS. Unless otherwise approved in writing, NCS grant funds not expended at the end of the grant year will not be eligible for payment.

GIR-19-19 SUBJECT: EQUIPMENT AND INVENTORY REQUIREMENTS

1. Grantees must establish a system of accounting for all equipment purchases of $5,000 or more and for computer purchases of any amount. The system must include, at a minimum, a listing of all equipment purchased with grant funds, the date purchased, the funding source, the cost, the serial number or other identifying number, the physical location, and disposition.
2. An ongoing inventory must be maintained for all items purchased with grant funds that meet all the following criteria.
   a. Has an anticipated useful life extending beyond one year
   b. Is not consumed in use
   c. Is not attached permanently as a non-movable fixture
   d. Had a purchase price of $5,000 or more or (as noted in GIR 19-19-1 above) or is a computer regardless of cost.
3. NCS, either directly or through its manager, may also request that Grantees inventory certain other items (e.g., furniture, GPS systems, computer-related devices, digital cameras and video equipment).
4. Grantees should conduct a physical inventory periodically (no less than annually) and compare it to the written records. If a Grantee has equipment or property purchased with grant funds they no longer use, a listing of the items must be sent to Manager, on behalf of NCS, for review and follow up.
5. Following termination of a grant issued by NCS, NCS may direct the Grantee to retain, transfer, or liquidate equipment and non-consumable materials purchased with grant funds. If equipment is liquidated, use of the proceeds must be approved by NCS.

GIR-19-20 SUBJECT: SPECIAL REQUIREMENTS FOR GIFT CARDS, VOUCHERS, AND OTHER LIKE ITEMS

1. Programs that use grant funds to purchase gift cards, gift certificates, bus passes, vouchers, and other like items for clients must establish internal controls in the form of written policies and procedures that, at a minimum:
   a. Ensure the security of the items; and
   b. Address appropriate distribution to clients.
2. Programs are required to use a log to inventory and track distribution and use of the cards, certificates, passes, vouchers, etc. (hereafter collectively referred to as “item”). A log

template is available from NCS or Manager, but the Grantee may create one of its own as long as it tracks the following information:
   a. Source of each item (e.g., Wal-Mart, Safeway);
   b. Individual serial number or other identifier of each item;
   c. Denomination (value) of each item;
   d. Date each item was purchased (if applicable);
   e. Date issued to client;
   f. Date item was documented in client's case file;
   g. Identification of client (name or confidential identifier);
   h. Name of case manager;
   i. Purpose of item or description of products or service to be purchased with item; and
   j. In the case of gift cards, a checkmark to indicate whether a receipt was returned to the Grantee by the client.
3. The written policies and procedures, as well as the log, must be made available to NCSS or Manager upon request and may be reviewed during program site visits.

GIR-19-21 SUBJECT: RETENTION AND DISPOSAL OF PROJECT DOCUMENTS

1. Financial records, supporting documents, statistical records, and all other records pertinent to a grant agreement (whether in electronic or hard copy form) must be retained in accordance with agency guidelines or other applicable retention rules for a minimum of three years from the date of the submission of the final expenditures report. If no litigation, claims, or audits are pending that involve project records, Grantee staff may dispose of materials three or more years subsequent to the submission of the final expenditures or financial status reports. If any litigation, claim, or audit is started before the end of the three-year period, then all pertinent documents must be retained until all actions involving the records have been resolved.
2. During the three-year retention period or any extended period resulting from litigation, claims, or audits, NCS or its designee, shall have access to any pertinent books, documents, papers, or records of Grantees to review audits, examinations, excerpts, and transcripts.

GIR-19-22 SUBJECT: PROCEDURES FOR FISCAL MONITORING AND ADMINISTRATIVE REVIEW OF EXTERNAL AUDITS

1. NCS or its designee may, at its discretion, conduct a fiscal monitoring of a Grantee at any time during or up to three years after the close of a grant year.
2. For scheduled fiscal monitoring, each Grantee will be notified in writing at least fifteen (15) working days prior to the visit. A letter will be sent indicating the types of documents that must be made available to the person conducting the fiscal monitoring prior to their visit and/or during their visit to the Grantee's location.
3. If NCS or its designee attempt to perform a fiscal monitoring and discovers that adequate records do not exist, or the condition of the records is such that a fiscal monitoring cannot be completed, NCS will issue written notification that the Grantee:
   a. Will be placed on probation, and
   b. May be subject to withholding of any further funding from NCS until the deficiencies are corrected and the fiscal monitoring is completed.
4. Within thirty (30) calendar days following completion of the NCS fiscal monitoring, the Grantee will receive a preliminary report that specifies the findings of NCS or its designee, subsequent recommendations, and a deadline for responding to the preliminary report.

5. If the Grantee is in agreement with the preliminary report, it will be considered the final report.
6. If the Grantee is not in agreement, the Grantee must submit, within the timeframe specified in the preliminary report, a written response addressing any disagreement of adverse findings. Adverse findings are defined as follows.
    a. Lack of Adequate Records: NCS determines that either sufficient records do not exist or the records are not in a condition to allow NCS to perform a fiscal monitoring.
    b. Administrative Findings: Findings that represent weaknesses in the internal accounting and administrative controls but do not include questioned costs or costs recommended for disallowance.
    c. Questioned Costs: Costs charged to a grant that cannot be supported by documentation. With approved documentation, questioned costs may become allowable. Without documentation, they will become disallowed costs and repayment to NCS may be required.
    d. Costs Recommended for Disallowance: Costs that are not within the scope of the grant agreement and grant budget. Repayment to NCS may be required.
7. The Grantee must submit to NCS a listing of each point of disagreement and explanations for each disagreement. Within two weeks of receipt of the Grantee's written response, NCS, either directly or through its Manager, will review and consider the points and justification of disagreement. If warranted, NCS will make corrections and/or adjustments to the report and issue an amended final report.
8. External Audit Requirements
    a. It is the policy of NCS that any Grantee required unde3r federal regulations to complete an audit that meets the standards set forth in subpart F of 2 CFR 200 must provide Manager, on behalf of NCS, with a copy of the final audit report.
    b. All Grantees that conduct audits, for either Federal or business purposes, are required to submit a copy of the audit to the Grantor no less than thirty (30) days after the Grantee receives the auditor's report. This is required even if the grant is closed.
    c. The Grantor, either directly or through Manager, will perform an administrative review of the audits to determine if there are any findings that may negatively affect NCS funds.
    d. If adverse findings are identified, the Grantor will issue a management decision letter that may:
        - Inquire about expected action (e.g., repayment of questioned costs or policy revision);
        - Request a corrective action plan;
        - Establish a timetable for resolution;
        - Require a fiscal review;
        - Suggest training or offer technical assistance; and/or
        - Inform the Grantee of their right to appeal (if any).

GIR-19-23 SUBJECT: PROCEDURES FOR PROGRAM SITE VISITS AND MONITORING

1. Site visits without advance notice may be performed at a Grantee location at any time.
2. Formal site visits with program monitoring will be conducted by NCS and/or Manager at a predetermined and mutually agreed upon time.
3. A minimum of fifteen (15) working days prior to the visit date, Grantee will be provided with a copy of the monitoring template to review and prepare for the meeting. Documentation requested in the monitoring template must be available at the meeting.

4. Site visits will be documented with a standard report provided to the Grantee within thirty (30) calendar days of the site visit. Grantee will be notified in writing if exceptions to the 30-day rule are necessary.
5. Reports become an official part of the grant record and may result in corrective action if deficiencies are identified.

GIR-19-24 SUBJECT: CORRECTIVE ACTIONS

If a Grantee does not meet expectations, NCS may require the Grantee to develop and implement a Corrective Action Plan, apply special award conditions, place the Grantee on probation, or terminate the grant. This section describes the reasons, consequences, and process associated with each corrective action. In each case, enforcement of the appropriate consequences is at the discretion of NCS. Any level of corrective action may be applied at any time; options may not be applied sequentially.

1. Corrective Action Plans

a. Corrective Action Plans are generally required when deficiencies are identified as a result of program or fiscal monitoring. However, NCS reserves the right to impose this option under other circumstances if the need arises.
b. The process for a Corrective Action Plan includes the following steps.
   (1) The Grantee must submit comments on areas of disagreement within fifteen (15) working days of receipt of the report.
   (2) Within thirty (30) working days of receipt of the report, the Grantee must submit a Corrective Action Plan.
   (3) The fifteen (15) day period and the thirty (30) day period set forth in Items 1b(1) and 1b(2) are concurrent rather than consecutive.
   (4) Within fifteen (15) working days of receipt of the Corrective Action Plan, NCS will respond and, if necessary, work with the Grantee on any required revisions.
   (5) A target date for completion will be established by NCS and progress will be monitored at established intervals.
   (6) Completion of the Corrective Action Plan will be documented in NCS' grant file.
c. Failure to complete the Corrective Action Plan may result in special award conditions, probation, or termination as described in this section.

2. Special Award Conditions

a. Reasons a Grantee may be subject to special award conditions include, but are not limited to, the following.
   (1) History of poor performance or poor management
   (2) Financial instability
   (3) Management system that does not reasonably assure grant compliance and accurate accounting records
   (4) Insufficient governance structure
   (5) Non-compliance with the terms and conditions of a grant award
b. Consequences related to special award conditions may include, but are not limited to, the following.
   (1) Additional reporting
   (2) Additional backup documentation
   (3) Audit
   (4) Accreditation requirement
   (5) Additional site visits by program and/or fiscal staff, with or without advance notice
c. Special conditions and/or requirements may be imposed, as needed, at the beginning of the grant period or at any time within the grant period. If NCS determines that special

conditions and/or requirements are necessary, the Grantee will be provided with written notification that includes the following.

(1) Nature of the additional requirements
(2) Reason(s) for the additional requirements
(3) Nature of the corrective actions needed
(4) Time allowed for completing the corrective actions

d. The special conditions and/or requirements will remain in force until NCS determines that the precipitating issues have been resolved.
e. The consequence of failure to comply with special conditions and/or requirements is probation.

3. Probationary Status

a. Reasons a Grantee may be placed on probation include, but are not limited to, the following.
   (1) Unwillingness or inability to comply with special conditions and requirements as described in this section, GIR-19-23, Items 1, 2 or 3
   (2) Non-compliance with applicable Federal or State laws or regulations
   (3) Non-compliance with these GIRS
   (4) Inability or unwillingness to properly manage the program
   (5) Non-compliance with the approved grant agreement terms and conditions
   (6) Non-submission of required reporting or failure to submit reports in a timely manner
   (7) Significant findings by an independent auditor that affect the programs funded by NCS and/or classification as high-risk by an independent audit
   (8) Classification by NCS as high risk with no significant improvement to correct deficiencies
b. Consequences related to probationary status may include, but are not limited to, the following.
   (1) The Grantee may not be eligible for any additional funding.
   (2) The Grantee may not be allowed to receive any grant payments in advance but may be reimbursed on an actual cost basis.
c. The process for implementing probationary status and monitoring progress toward corrective action is as follows.
   (1) NCS will notify the Grantee of probationary status in writing, citing the reasons for that action, and will meet with the Grantee within ten (10) working days to determine the current status of the program with regard to budget, original goals or any other areas of concern.
   (2) Within ten (10) working days following the meeting, the Grantee will be required to submit new goals, budgets, or other corrective plans and a strategy for achieving those goals to NCS for approval.
   (3) NCS will respond to the corrective action plan within ten (10) working days of receipt. The Grantee may be asked to make modifications. If so, a timeline will be established by NCS.
   (4) Progress on the corrective action plan will be reviewed by NCS at a minimum of every sixty (60) calendar days.
   (5) When the corrective actions have been completed, NCS may remove the probationary status.
   (6) The consequence of failure to meet the terms of probation is termination of the grant.

4. Involuntary Termination

Grants may be terminated by NCS in accordance with the General Conditions that are incorporated with the Grant Agreement. A grant may be terminated at any time during the grant year.

a. Reasons a Grantee may be subject to termination include, but are not limited to, the following.
   (1) Unwillingness or inability to comply with special award conditions and requirements as described in this section, GIR-19-23, Item 1, 2 or 3
   (2) Unwillingness or inability to meet the terms of probation as described in this section, GIR-19-23, Item 4
   (3) Conduct that interferes with the administration of the grant or negatively impacts the ability to provide effective program services
   (4) Illegal activity of any kind
   (5) Insolvency
   (6) Failure to disclose a conflict of interest
   (7) Influence by a gratuity
   (8) Any violations of the terms of the grant agreement
   (9) Substantiated fraud, abuse, or misappropriation of grant funds
b. Consequences of termination may include, but are not limited to, the following.
   (1) Repayment to NCS of any outstanding advance
   (2) Non-reimbursement for any grant-related expenses incurred after the termination effective date
   (3) Transfer or liquidation of all equipment and non-consumables purchased with grant funds during the grant period (including equipment with an original purchase price of $1,000 or more, all computers and software regardless of original purchase price, and any other items NCS has required the Grantee to inventory during the course of the grant)
   (4) Surrender of any and all documents related to the grant that NCS deems necessary
   (5) Repayment to NCS of all grant funds found to be unallowable costs
c. NCS will notify the Grantee in writing of any grant termination under this Section. GIR-19-23, Item 5a.

5. <u>No-Fault Termination</u>

a. A no-fault termination may occur at any time during the grant year. Reasons a grant may be terminated on a no-fault basis include, but are not limited to, the following.
   (1) NCS and the Grantee mutually agree to termination without cause.
   (2) Other extenuating circumstances exist that render continuation by NCS or Grantee impossible.
b. Consequences of termination may include, but are not limited to, the following.
   (1) Repayment to NCS of any outstanding advance
   (2) Non-reimbursement for any grant-related expenses incurred after the termination effective date
   (3) Transfer or liquidation of all equipment and non-consumables purchased with grant funds during the grant period (including equipment with an original purchase price of $1,000 or more, all computers and software regardless of original purchase price, and any other items NCS has required the Grantee to inventory during the course of the grant)
   (4) Surrender of any and all documents related to the grant that NCS deems necessary
c. The process for implementing a no-fault termination is as follows.
   (1) NCS will notify the Grantee in writing.
   (2) Termination will be effective immediately upon receipt of the written notice (or any date specified therein).

SECTION F
ASSIGNMENT

SECTION F

ASSIGNMENT

Per Item #9 in the "Terms and Conditions" section on the second page of the Agreement between NCS and Grantee, entitled "Notice of Grant Award and Agreement," in the event NCS assigns the agreement to DHHS, the parties agree the amendments reflected in this Section F shall become effective concurrent with the assignment:

1. All references to "grant" shall be understood to mean "subaward" and all references to "grantee" shall be understood to mean "subrecipient."
2. The following shall replace "NCS" in the "Source of Funds" field on the first page of the Agreement, entitled "Notice of Grant Award":

   FHN
3. Items 2 through 4 shall replace existing Items 2 through 4 in the "Terms and Conditions" section on the second page of Agreement, entitled "Notice of Grant Award":

   2. Expenditures must comply with any statutory guidelines, the OCPG Grant Instructions and Requirements, and the Nevada State Administrative Manual.
   3. Expenditures must be consistent with the approved Budget and Outreach Plan.
   4. Subrecipient must comply with the OCPG Grant Conditions and Assurances, and Grant Instructions and Requirements.
4. The following language shall be added as Item #5 under the "General Conditions" subsection of Section A – Grant Conditions and Assurances:

   The parties expressly agree that this Agreement shall be terminated immediately if for any reason the Division, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.
5. The following language shall be added as Item #6 under the "General Conditions" subsection of Section A – Grant Conditions and Assurances:

   - If subaward facilitates the development or distribution of written materials, identify the source of funding on all printed documents purchased or produced within the scope of this subaward, using a statement similar to: "This publication (journal, article, etc.) was supported by the Nevada Department of Health & Human Services [and any specific Division within the Department, as applicable]. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department or its Divisions."
   - Any activities performed under this subaward shall acknowledge the funding was provided through the Nevada Department of Health & Human Services and any specific Division within the Department, as applicable.
   - The Subrecipient must notify and obtain written, prior authorization from the Department or any specific Division, if applicable, for any modification to allow the shifting of funds from one category to another.

- Equipment purchased with these funds belongs to the federal program from which this funding was appropriated and shall be returned to the program upon termination of this agreement.
- Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. It is the Policy of the Board of Examiners to restrict contractors/Subrecipients to the same rates and procedures allowed State Employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).

6. The following language shall be added after "inclusive" to Item #6 under the "Grant Assurances" subsection of Section A – Grant Conditions and Assurances:

   and any relevant program-specific regulations.

7. The following language shall be added as Item #12 under the "Grant Assurances" subsection of Section A – Grant Conditions and Assurances:

   It is the policy of the Division, as well as federal requirement as specified in the Office of Management and Budget (2 CFR § 200.501(a)), revised December 26, 2013, that each grantee annually expending $750,000 or more in federal funds have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. A COPY OF THE FINAL AUDIT REPORT MUST BE SENT TO:

   State of Nevada Office of Community Partnerships and Grants
   4126 Technology Way
   Carson City, NV 89706

   This copy of the final audit must be sent to the Division within nine (9) months of the close of the Subrecipient's fiscal year. **To acknowledge this requirement, Section F of this notice of subaward must be completed.**

8. The following language shall be added as Item #13 under the "Grant Assurances" subsection of Section A – Grant Conditions and Assurances:

   Subrecipient certifies, by signing this notice of subaward, 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 regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pr. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211). This provision shall be required of every Subrecipient receiving any payment in whole or in part from federal funds.

9. The following language shall be added as Item #14 under the "Grant Assurances" subsection of Section A – Grant Conditions and Assurances:

   Subrecipient agrees to comply with the requirements of the Title XII Public Law 103-227, the "PRO-KIDS Act of 1994," smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children's services provided in private

residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

10. Section E – Grant Instructions & Requirements shall be replaced by DHHS' Grant Instructions & Requirements document in effect at the time of assignment.
11. The documents attached hereto below shall be added as Section G – Audit Information Request and Section H – Current or Former State Employee Disclaimer.

#241151

SECTION G
AUDIT INFORMATION REQUEST
EFFECTIVE UPON ASSIGNMENT

SECTION G

AUDIT INFORMATION REQUEST – EFFECTIVE UPON ASSIGNMENT

1. Non-Federal entities that **expend** $750,000.00 or more in total federal awards are required to have a single or program-specific audit conducted for that year, in accordance with 2 CFR § 200.501(a). Within nine (9) months of the close of your organization's fiscal year, you **must** submit a copy of the final audit report to:

   State of Nevada Office of Community Partnerships and Grants
   4126 Technology Way
   Carson City, NV 89706

2. Did your organization expend $750,000 or more in all federal awards during your organization's most recent fiscal year? YES [X] NO [ ]

3. When does your organization's fiscal year end? June 30

4. What is the official name of your organization? Lyon County Human Services

5. How often is your organization audited? Annually

6. When was your last audit performed? November 2022

7. What time period did your last audit cover July 1, 2021 - June 30, 2022

8. Which accounting firm conducted your last audit? Sciarini & Co.

_____ _____

Signature Date

David Hockaday, Chairman, Lyon County Board of Commissioners
Name, Title

#241151

SECTION H
CURRENT OR FORMER
STATE EMPLOYEE DISCLAIMER

EFFECTIVE UPON ASSIGNMENT

SECTION H

CURRENT OR FORMER STATE EMPLOYEE DISCLAIMER – EFFECTIVE UPON ASSIGNMENT

In accordance with NRS 333.705, no current employee of the State of Nevada, or former employee with less than two years having expired since that employee's termination or retirement from the State, shall be assigned to perform work on any portion of this subgrant without prior approval from the State Board of Examiners through the Division of Public and Behavioral Health. Subgrantee will not utilize any of its employees who are Current State Employees or Former State Employees to perform services under this subgrant without first notifying the Division of the identity of such persons and the services that each such person will perform. This prohibition applies equally to any sub-contractors that may be used to perform the requirements of the subgrant.

Are any current or former employees of the State of Nevada assigned to perform work on this subgrant?

YES ☐ NO ☒

If "YES", list the names of any current or former employees of the State and the services that each person will perform.

Subgrantee agrees that any employees listed cannot perform work until approval has been given from the Division.

Name	**Services**
_____	_____
_____	_____
_____	_____
_____	_____

If "NO".

Subgrantee agrees that if a current or former state employee is assigned to perform work on this subgrant at any point after execution of this agreement, they must receive prior approval from the Division.

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 17, 2023

Agenda Item Number: 15.e

Subject: For Possible Action: Accept the Notice of Subcontract Award from Community Chest, Inc. as part of the Resilient Eight Behavioral Health Project in the amount of $45,000.00 with no match.

Recommendation:

Accept the Notice of Subcontract Award from Community Chest, Inc. as part of the Resilient Eight Behavioral Health Project in the amount of $45,000.00 with no match.

Summary:

This is an annual grant contract in the amount of $45,000.00 for the Resilient Eight Behavioral Health Project to increase behavioral health supports for Lyon County residents. This funding will provide for a Community Health Worker to ensure behavioral health supports are delivered in community-based settings such as jails, schools, and senior centers.

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:

FY24 HRSA Resilient 8 Notice of Subcontract

NOTICE OF SUBCONTRACT AWARD
RCORP-IMPLEMENTATION SERVICES

Coalition: **Community Chest, Inc.**	**SubContractee Name:** **Lyon County Human Services**
Address: P.O Box 980 Virginia City, NV 89440	**Address:** Lyon County Human Services 27 South Main Street Yerington, NV 89447
Contract Period: September 1, 2023 – August 31, 2024	**SubContractee EIN#:** 88-60000097 **SubContractee Vendor#:** 07-154-0355

Reason for Award: Delivery of Services as Per Submitted Work Plans as Part of Resilient 8 RCORP-BH Project

County(ies) to be served: Lyon County

Approved Budget Categories:

1. Salaries and Wages	**$**	33,600
2. Fringe Benefits	**$**	8,400
3. Supplies	**$**	0
4. Travel	**$**	0
5. Consortium/Contractual	**$**	0
6. Indirect	**$**	3,000
Total Cost	**$**	45,000

Disbursement of funds will be as follows:
Payment will be made upon receipt and acceptance of an invoice and supporting documentation specifically requesting reimbursement for actual expenditures *specific to this Contract*. Total reimbursement will not exceed $45,000 during the Contract period.

Source of Funds:	Amount:	% of Funds:	CFDA#:	Federal Grant #:
Federal Funds	$500,000	100%	93.912	GA28RH46267-01-01

Terms and Conditions
In accepting these grant funds, it is understood that:
1. Expenditures must comply with appropriate state and/or federal regulations.
2. This award is subject to the availability of appropriate funds.
3. Recipient of these funds agrees to stipulations listed in Sections A-C, and Attachments A-B of this Contract award.

	Signature	Date
Authorized Subcontractee Official Title: David Hockaday, Chairman, Lyon County Board of Commissioners		
NAME Erik Schoen, Executive Director Community Chest, Inc.		

ATTACHMENT A

ASSURANCES

As a condition of receiving subgranted funds from Community Chest, Inc. (CCI) the Subgrantee to the following conditions:

1. Subgrantee agrees grant funds may not be used for other than the awarded purpose. In the event Subgrantee expenditures do not comply with this condition, that portion not in compliance will not be reimbursed to the subgrantee or must be refunded to CCI.

2. Subgrantee acknowledges the continuation of this subgrant is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by federal sources.

3. Subgrantee agrees to submit reimbursement requests only for expenditures approved in the spending plan. Any additional expenditure(s) beyond what is allowable based on approved categorical budget amounts, without prior written approval by CCI, may result in denial of reimbursement.

4. Approval of subgrant budget by CCI constitutes prior approval for the expenditure of funds for specified purposes included in this budget. Requests to revise the approved subgrant must be made in writing using the appropriate forms and provide sufficient narrative detail to determine justification. Expenses that are incurred without prior approval from CCI may not be reimbursed. Community Chest, Inc. has the authority to require an amendment for any change, but will generally follow these parameters in the process of determining whether an amendment is needed:

    a. Any overall increases or decreases to the award will require an amendment.
    b. All increases to the Personnel category will require an amendment.
    c. Any changes to the Scope of Work will require an amendment.
    d. As long as there are no changes to the Scope of Work, increases to Personnel, or overall changes to the subgrant amount, minor categorical changes (including shifting funds to previously unfunded categories) can be accomplished as a simple change request.
    e. Numerous changes to the budget over the course of the budget period and the nature of the changes could result in CCI requiring an amendment.

5. Any changes to the approved subgrant that will result in an amendment must be received 90 days prior to the end of the subgrant period (no later than June 30) and completed 60 days prior to the end of the subgrant period (no later than July 31). Amendment requests received after the 90-day deadline will be denied.

6. Recipients of subgrants are required to maintain subgrant accounting records, identifiable by subgrant number. Such records shall be maintained in accordance with the following:
    a. Records may be destroyed by the subgrantee five (5) calendar years after the final financial and narrative reports have been submitted to CCI.
    b. In all cases, an overriding requirement exists to retain records until notified in writing of resolution of any audit questions relating to individual subgrants.

    Subgrant accounting records are considered to be all records relating to the expenditure and reimbursement of funds awarded under this Subgrant Award. Records required for retention includes all accounting records and related original and supporting documents that substantiate costs charged to the subgrant activity.

7. Subgrantee agrees to disclose any existing or potential conflicts of interest relative to the performance of services resulting from this subgrant award. Community Chest, Inc. reserves the right to disqualify any grantee on the grounds of actual or apparent conflict of interest. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of funding.

8. Subgrantee agrees to comply with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee for employment because of race, national origin, creed, color, gender, religion, age, sexual preference, disability or handicap condition (including AIDS and AIDS-related conditions).

9. Subgrantee agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.

10. Subgrantee agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, 45 C.F.R. 160, 162 and 164, as amended. If the subgrant award includes functions or activities that involve the use or disclosure of Protected Health Information, the Subgrantee agrees to enter into a Business Associate Agreement with Community Chest, Inc. as required by 45 C.F.R 164.504 (e).

11. Subgrantee certifies, by signing this subgrant, 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 regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp.19150-19211). This provision shall be required of every sub-grantee receiving any payment in whole or in part from federal funds.

12. Subgrantee agrees, whether expressly prohibited by federal, state, or local law, or otherwise, that no funding associated with this subgrant 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, counsel, or board;
    b. any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
    c. any officer or employee of any federal, state, county or local agency, legislature, commission, council, or board.
    d. failure to comply will result in disqualification of future funding and/or termination of current funding.

13. Community Chest, Inc. subgrants are subject to inspection and audit by representatives of Community Chest, Inc., the Health Resources and Services Administration, or other appropriate state or federal agencies to:
    a. verify financial transactions and determine whether funds were used in accordance with applicable laws, regulations and procedures;
    b. ascertain whether policies, plans and procedures are being followed;
    c. provide management with objective and systematic appraisals of financial and administrative controls, including information as to whether operations are carried out effectively, efficiently and economically;
    d. determine reliability of financial aspects of the conduct of the project; and
    e. chapter 218 of the NRS states that the Legislative Auditor, as directed by the Legislative Commission pursuant to appropriation of public money during any fiscal year. The subgrantee

agrees to make available to the Legislative Auditor of the State of Nevada all books, accounts, claims reports, vouchers or other records of information that the Legislative Auditor determines to be necessary to conduct an audit pursuant to NRS 218.

14. Any audit of Subgrantee's expenditures will be performed in accordance with Generally Accepted Government Auditing Standards to determine there is proper accounting for and use of subgrant funds. It is the policy of Community Chest, Inc. (as well as a federal requirement as specified in the Office of Management and Budget (OMB) Circular A-133 [Revised June 27th, 2003]) that each grantee annually expending $750,000 or more in federal funds have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. A copy of the final signed audit report must be sent to CCI, within nine (9) months of the close of the Subgrantee's fiscal year. Failure to comply may result in consequences such as the withholding of reimbursement requests, disqualification of future funding and/or termination of current funding.

    Community Chest's Policy requires that for Subgrantees not required to have an audit under OMB A-133, a Limited Scope Audit on Agreed Upon Procedures must be conducted for that year by an independent, licensed Certified Public Accountant, using American Institute of Certified Public Accountants (AICPA) generally accepted auditing standards (GAAS) or attestation standards. A copy of the limited scope report must be sent to CCI, within nine (9) months of the close of the Subgrantee's fiscal year. Failure to comply may result in consequences such as the withholding of reimbursement requests, disqualification of future funding, and/or termination of current funding.

15. Subgrantee shall provide CCI with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. Subgrantee will provide proof of worker's compensation insurance as required by Nevada Revised Statutes Chapters 616A through 616D inclusive. Commercial general liability insurance shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Community Chest, Inc. shall be named as the Certificate Holder on the Certificate of Liability Insurance.

16. Subgrantee agrees to identify the source of funding on all printed and electronic documents purchased or produced within the scope of this subgrant, using the current approved attribution statement that is applicable to the appropriate funding sources.

17. Subgrantees are required to report within 24 hours the occurrence of an incident that may cause imminent danger to the health or safety of the clients, participants, staff of program, or a visitor to the program [NAC 458.153 3(e)]

18. Subgrantee shall adhere to the requirements of the Federal Funding Accountability and Transparency Act, wherein it stipulates that programs are not eligible for funding unless they have a Dun and Bradstreet Universal Number System (DUNS) number and maintain current registration with the Central Contractor Registry (CCR).

19. Subgrantee agrees to comply with the following:

    1) Provide a copy of letters of engagement, audit reports and management letters within 10 days of receipt and acceptance by the organization's governing authority. This includes a copy of any corrective action resulting from discrepancies identified by the audit;
    2) Be a "smoke, alcohol, and other drug free" environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed;
    3) Have documentation on file verifying Nevada Repository and FBI background checks were conducted on all staff, volunteers, and consultants, if Subgrantee serves minors with funds awarded through this subgrant;
    4) Adopt and maintain a system of internal controls which results in the fiscal integrity and stability of the organization, including the use of Generally Accepted Accounting (GAAP) principles;
    5) Comply with all applicable rules, regulations, requirements, guidelines, and policies and procedures contained within:

    a. 45 CFR Part 74
    b. OMB Circular A-133
    c. Funding source requirements
    d. All other federal rules related to federal funding
    e. Chapter 458 of the Nevada Revised Statutes
    f. Chapter 458 of the Nevada Administrative Code
    g. Mental Health and Developmental Services
    h. Substance Abuse Prevention and Treatment Agency
    i. All applicable state regulations and policies, and
    j. All terms listed within this award

20. Any condition listed within the subgrant award that is not met may result in consequences such as CCI withholding payment of any request for reimbursement, disqualification of future funding, and/or termination of current funding.

21. The terms of this agreement require that Subgrantee maintain its own workers compensation account and tax liabilities as an independent contractor, as well as all other necessary and standard liability insurance policies. They also require that, in the event of termination of this contract, Subgrantee will not pursue independent contracts with Community Chest, Inc. clients under the current project unless CCI gives express permission for this. All information obtained through interactions with clients shall be held in strict confidence and all products generated through CCI contracts with clients shall remain the property of CCI and said clients.

_____ _____

Signature Administrator Date

David Hockaday, Chairman, Lyon County Board of Commissioners

ATTACHMENT B

Intent, Purpose, and Summary of this Subcontract

The intent and purpose guiding this subcontract is the execution of services as described in the federally-funded proposal entitled "Resilient Eight RCORP-BH." This project shall, heretofore, be referred to as the "Resilient Eight Behavioral Health Project."

In consideration of the mutual promises, covenants, and agreements hereinafter set forth, and pursuant to the laws of the State of Nevada the following is agreed upon:

1. CCI will contract with Subgrantee to provide the services to subgrantee in the amount of $45,000 as per the attached budget.

2. Subgrantee will utilize the FSR monthly for reimbursement. These will be due to CCI by the 10th of each month for the month preceding (i.e., November 10th for October). In addition, back-up documentation to support the monthly requests in the form of a monthly P & L, timesheets, and mileage sheets will be required.

3. Community Chest Inc., and Subgrantee agree that this contract is good for September 1, 2023 – August 31, 2024.

4. Community Chest, Inc. and Subgrantee will jointly comply with all grant reporting requirements as outlined and requested by HRSA.

5. Each party shall have the right to terminate the subcontract by giving thirty (30) days' written notice to the other party at any time. If the Subcontract is terminated by either party, then steps shall be taken to ensure that the termination does not affect any prior obligation, project or activity already in progress.

Responsibilities of Community Chest:

1. To work in collaboration with subgrantee to successfully execute the deliverables of the "Resilient Eight Behavioral Health Project" in the "Timeline and Overview" document (Attachment C).

Responsibilities of Subgrantee:

1. To work in collaboration with Community Chest to successfully execute the deliverables of the "Resilient Eight Behavioral health Project" as outlined in the "Timeline and Overview" document (Attachment C).

Each entity agrees to hold harmless, indemnify, and defend its respective members from and against any and all claims, demands, actions, causes of action, and litigation, financial or otherwise arising out of their independent activities or activities the agency would have undertaken whether or not the service agreement was in existence. By signing this agreement both entities agree to be active partners and agree to abide by this agreement.

_____	_____
Community Chest, Inc.	Subgrantee: David Hockaday, Chairman, Lyon County Board of Commissioners
_____	_____
Date	Date

Subgrantee agrees to adhere to the following budget:

APPROVED BUDGET CATEGORIES include:
Salaries and Wages $33,600
Fringe Benefits $8,400
Supplies $0
Travel $0
Consortium/Contractual $0
Indirect $3,000
Total Cost $45,000

REIMBURSEMENT shall be on the following basis:
• **A Request for Reimbursement will be submitted electronically to Kallie Day, CFO.** accounting@communitychestnevada.net. Requests for advance of payment will not be considered or allowed. A request must be submitted as a zero dollar request if no expenses were incurred during the month..
• Subgrantee agrees that submittal of the electronic reimbursement request constitutes an electronic signature and indicates that all source documentation is approved and on file with original signature when required.
• Subgrantee must retain copies of approved travel claims, consultant invoices, payroll register indicating title, receipts for goods purchased, and any other relevant source documentation in support of reimbursement requests. The amount requested cannot exceed the amount of the actual expenditure.
• Additional expenditure detail will be provided upon request from Community Chest, Inc. If additional detail or copies of backup documentation are requested by the Community Chest, Inc. the information will be required to be given within 10 business days of the request. Any costs requested without sufficient approved backup will be denied until such support can be produced.
• Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees.
• Contracts, including lease agreements must be received by the Community Chest prior to reimbursement payments.
• Community Chest, Inc. has the right to withhold reimbursement if any of the terms of the subgrant are not met, including the scope of work.
Additionally, the subgrantee agrees to provide:
• A final Request for Reimbursement to the Coalition within 5 days of the CLOSE OF THE SUBGRANT PERIOD. Any unobligated funds shall be returned to Community Chest, Inc. at that time, or if not already requested, shall be deducted from the final award.
Community Chest, Inc. agrees to:
• Process Requests for Reimbursement in a timely manner.
• Provide technical assistance to ensure compliance with subgrant and to maintain program integrity.
• Community Chest, Inc. reserves the right to reject requests for reimbursement under this subgrant until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by Community Chest, Inc..
Both parties agree: Program Compliance and Fiscal Monitors are a condition of receipt of this funding. Programs receiving this funding are required to participate in both the certification and the monitor processes.
A monitor is regulatory in nature and the purpose of the Community Chest, Inc. monitor is to accomplish the following:
▪ Verify that funds are being utilized as identified in grant award documents.
▪ Ensure that Community Chest, Inc. funds programs in compliance with state and federal requirements and restrictions.
▪ Identify problems or difficulties at an early point in time.
▪ Coordinate the efficient delivery of services to Nevada's population.
This subgrant agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subgrant Award Period, provided the termination shall not be effective until 30 days after a party has served written notice upon the other party. This agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason Community Chest, Inc., and/or state and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

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LCHS Res8 RCORP-BH 23-24 Budget

NyE Communities Coalition RES 8 RCORP-BH 23-24 Budget

Category	Expenditure	Description	Total
Personnel Costs	Salaries/Wages	1 Project CHW	$33,600
	Fringe	Taxes and Benefits	$8,400
			$42,000
Indirect Costs			$3,000.00
		Total	$45,000.00
		Budgeted Amount	$45,000.00

ATTACHMENT C

Resilient Eight Behavioral Health Project Timeframe & Overview

Grant Period:	*9/1/23 – 8/31/24*
Resilient Eight Consortium Meetings:	*1x/month (date and time TBA)*
Subcontracts out, signed, and returned:	*By September 15, 2023*
Monthly FSR templates out to partners:	*By September 30, 2023*
Monthly Programmatic templates out:	*By September 30, 2023*
Project CHWs engaged:	*Can start immediately – direct service / capacity building*

Key deliverable:
1 – Project CHW will help to deliver needed BH supports in community-based settings.
This position will help to ensure needed BH supports are delivered in community-based settings such as jails, schools, senior centers, and more. It is assumed that this position will work with the Project Therapist and other members of the services delivery team, and will be trained up on EBPs as able. See "Attachment 1 – Work Plan" for full overview of project deliverables related to this position.

Any other deliverables that are dictated by HRSA during the course of the Implementation award timeframe will be shared with Resilient 8 partners and will be incorporated into an updated version of this document.

Any other deliverables that are dictated by HRSA during the course of the RCORP-BH award timeframe will be shared with Resilient 8 partners and will be incorporated into an updated version of this document.

Goal 1 – Expand the workforce capable of simultaneously addressing both SUD and BH in eight medically underserved counties of Rural Nevada.
Objective 1. The Resilient Eight rural Nevada counties will engage Community Health Workers to specialize in providing needed SUD and BH supports to meet the need of underserved rural frontier Nevada counties.
Strategies > This project will build upon the previous success of the consortium and the movement across the state of Nevada to braid resources, maintain close communications with all entities engaged in addressing SUD and BH, and train Community Health Workers, creating a pool of SUD and BH experts to serve the rural communities.
Strategies > Project Community Health Workers, working alongside BH partners, will be placed in a variety of settings – within schools, jails, and a variety of community-based settings – utilizing evidence-based approaches and therapies.

Objective 2. The Resilient Eight rural Nevada counties will promote the use of and increase the capacity of organizations to sustainably engage Community Health Workers in simultaneously addressing SUD and BH.
Strategies> This project will take the momentum from the 2021 Nevada Legislative that now allows Medicaid billing for the work of Community Health Workers. Consortium members will learn from the Project Medicaid Biller to develop the capacity to bill Medicaid, and then share lessons learned with other health care providers.

Goal 2 – Increase the ability at the macro-level to support, utilize, and deploy trained BH and Community Health Workers throughout Nevada as needed.

Objective 1. The Resilient Eight coalition support the development of a statewide database used to track all Community Health Workers and their training who work in Nevada in order to identify macro-level trends for where/how CHWs are deployed statewide and where efforts and resources may best be allocated.
Strategies> This project will build on the work that has already been done to create a CRM database capable of tracking all CHWs deployed statewide, their current assignments, and more. Through utilization of this database for the proposed project, the Resilient Eight coalition will be able to track all services rendered, and effectively demonstrate the cost effectiveness of utilizing CHWs as part of a SUD/BH team.

Objective 2. The Resilient Eight Coalition will offer training in evidence-based modalities to licensed mental health professionals, clinical interns, and community health workers to develop the depth and breadth of the BH worker pipeline in rural Nevada.
Strategies> This project will directly employ licensed mental health providers to support and expand the use of evidence-based practices for addressing BH / SUD issues in rural Nevada. These licensed mental health providers will become "trainer of trainers" on a variety of modalities including multi-dimensional family therapy, ASIST, SafeTalk, Psychological First Aid, Motivational Interviewing, SBIRT, and more. Their trainees will then be able to, in turn, offer these trainings on a wider scale and with deeper impact.

Goal 3 – Increase the ability of the different organizations that are part of the Resilient 8 Coalition to effectively collaborate.
Objective 1. The Resilient Eight Coalition will continuously assess the strength of its collaboration through the use of an evidence-based tool.
Strategy> Through the use of the Wilder Collaboration Factors inventory, the Resilient 8 coalition will identify its areas of strength and improvement on an ongoing basis to increase the effectiveness of its collaborative efforts.

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 17, 2023

Agenda Item Number: 15.f

Subject: For Possible Action: Accept grant award from Nevada Department of Health and Human Services, Aging and Disability Services Division, for FY2024 in the amount of $126,779.92, with county match of $19,017.00, for Independent Living Transportation services.

Recommendation:

Accept grant award from Nevada Department of Health and Human Services, Aging and Disability Services Division, for FY2024 in the amount of $126,779.92, with county match of $19,017.00, for Independent Living Transportation services.

Summary:

This is the annual grant renewal process for Senior Transportation funding. This grant funding will provide transportation services to individuals, 60 years of age and older.

Services provided include trips to and from the Dayton, Fernley, Silver Springs, and Yerington Senior Centers, local and out-of-town medical appointments, shopping, and personal errands as time allows.

Financial Department Comments:

The match will be provided from the existing budget in the Senior Services Fund.

District Attorney Comments:

County Manager Comments:

Attachments:

FY24 Independent Living Transportation Notice of Subaward

State of Nevada
Department of Health and Human Services
Aging and Disability Services Division
(hereinafter referred to as the Department)

Agency Ref. #: **11-001-10-LX-24**
Budget Account: 3140
Category: 14
GL: 8580
Job Number: N/A

NOTICE OF SUBAWARD

Program Name: ADSD Grants Management Contact Name: Katrina Fowler, KLFowler@adsd.nv.gov	**Subrecipient's Name:** Lyon County Contact Name: Shayla Holmes, Director / sholmes@lyon-county.org
Address: 3208 Goni Road, #I-181 Carson City, NV 89706	**Address:** 27 South Main Street Yerington, NV 89447-2571
Subaward Period: 07/01/2023 - 06/30/2024 **Subaward Type**: Categorical	**Subrecipient's:** **EIN:** 88-6000097 **Vendor #:** T40156600 **UEI:** UT4JJJ9N6L69

Purpose of Award: Fiscal Year 2024 funding to provide Transportation Services to individuals deemed eligible per the ADSD Service Specifications.

Region(s) to be served: ☐ Statewide ☒ Specific county or counties: Lyon

Approved Budget Categories:	
1. Personnel	**$126,779.92**
2. Travel	**$0.00**
3. Operating	**$0.00**
4. Equipment	**$0.00**
5. Contractual/Consultant	**$0.00**
6. Training	**$0.00**
7. Other	**$0.00**
TOTAL DIRECT COSTS	**$126,779.92**
8. Indirect Costs	**$0.00**
TOTAL APPROVED BUDGET	**$126,779.92**

AWARD COMPUTATION:

Total Obligated by this Action:	$	126,779.92
Cumulative Prior Awards this Budget Period:	$	0.00
Total Federal Funds Awarded to Date:	$	0.00
Total State Funds Awarded to Date:	$	126,779.92
Total Funds Awarded:	$	**126,779.92**
Match Required ☒ Y ☐ N		
Amount Required this Action:	$	19,017.00
Amount Required Prior Awards:	$	0.00
Total Match Amount Required:	$	**19,017.00**

Research and Development (R&D) ☐ Y ☒ N

Federal Budget Period:
N/A

Federal Project Period:
N/A

FOR AGENCY USE, ONLY

Source of Funds:	**% Funds:**	**CFDA:**	**FAIN:**	**Federal Grant #:**	**Federal Grant Award Date by Federal Agency:**
Independent Living Grant (ILG), 3140.14	100%	N/A	N/A	N/A	N/A

Agency Approved Indirect Rate: N/A

Subrecipient Approved Indirect Rate: 0%, Not Requested

Terms and Conditions:
In accepting these grant funds, it is understood that:
1. This award is subject to the availability of appropriated funds.
2. Expenditures must comply with any statutory guidelines, the DHHS Grant Instructions and Requirements, ADSD Requirements and Procedures for Grant Programs (RPGPs), and the State Administrative Manual.
3. Expenditures must be consistent with the narrative, goals and objectives, and budget as approved and documented.
4. Subrecipient must comply with all applicable Federal and State regulations.
5. Quarterly progress reports are due by the 15th of each month following the end of the quarter, unless specific exceptions are provided in writing by the grant administrator.
6. Financial Status Reports and Requests for Reimbursements must be submitted monthly or quarterly, unless specific exceptions are provided in writing by the grant administrator.

Incorporated Documents:

Section A:	Grant Conditions and Assurances;
Section B:	Description of Services, Scope of Work and Deliverables;
Section C:	Budget and Financial Reporting Requirements;
Section D:	Request for Reimbursement;
Section E:	Audit Information Request;
Section F:	Current/Former State Employee Disclaimer;
Section G:	DHHS Confidentiality Addendum; and
Section H:	Matching Funds Agreement

Authorized Subrecipient Official's Name, Title:	Signature	Date
Shayla Holmes, Director -OR- Authorized Signer (Print Name and Title): _____		
Jeffrey S. Duncan, Agency Manager For Dena Schmidt, ADSD Administrator		08/03/2023

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
AGING AND DISABILITY SERVICES DIVISION
NOTICE OF SUBAWARD

SECTION A

GRANT CONDITIONS AND ASSURANCES

General Conditions

1. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Department of Health and Human Services (hereafter referred to as "Department") shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Recipient is an independent entity.

2. The Recipient shall hold harmless, defend and indemnify the Department from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

3. The Department or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the Department or Recipient from its obligations under this Agreement.

    - The Department may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the Department and Recipient.

4. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Work in Section B may only be undertaken with the prior approval of the Department. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, reports, or other materials prepared by the Recipient under this Agreement shall, at the option of the Department, become the property of the Department, and the Recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

    - The Department may also suspend or terminate this Agreement, in whole or in part, if the Recipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Department may declare the Recipient ineligible for any further participation in the Department's grant agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Recipient is in noncompliance with any applicable rules or regulations, the Department may withhold funding.

Grant Assurances

A signature on the cover page of this packet indicates that the applicant is capable of and agrees to meet the following requirements, and that all information contained in this proposal is true and correct.

1. Adopt and maintain a system of internal controls which results in the fiscal integrity and stability of the organization, including the use of Generally Accepted Accounting Principles (GAAP).

2. Compliance with state insurance requirements for general, professional, and automobile liability; workers' compensation and employer's liability; and, if advance funds are required, commercial crime insurance.

3. These grant funds will not be used to supplant existing financial support for current programs.

4. No portion of these grant funds will be subcontracted without prior written approval unless expressly identified in the grant agreement.

5. Compliance with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

6. Compliance with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.

7. Compliance with the Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and sub-grants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Compliance with Title 2 of the Code of Federal Regulations (CFR) and any guidance in effect from the Office of Management and Budget (OMB) related (but not limited to) audit requirements for grantees that expend $750,000 or more in Federal awards during the grantee's fiscal year must have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. **To acknowledge this requirement, Section E of this notice of subaward must be completed.**

9. Certification that neither the Recipient 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 regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211).

10. No funding associated with this grant will be used for lobbying.

11. Disclosure of any existing or potential conflicts of interest relative to the performance of services resulting from this grant award.

12. Provision of a work environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed.

13. An organization receiving grant funds through the Nevada Department of Health and Human Services shall not use grant funds for any activity related to the following:

    - Any attempt to influence the outcome of any federal, state or local election, referendum, initiative or similar procedure, through in-kind or cash contributions, endorsements, publicity or a similar activity.

    - Establishing, administering, contributing to or paying the expenses of a political party, campaign, political action committee or other organization established for the purpose of influencing the outcome of an election, referendum, initiative or similar procedure.

    - Any attempt to influence:
        - The introduction or formulation of federal, state or local legislation; or
        - The enactment or modification of any pending federal, state or local legislation, through communication with any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation, including, without limitation, efforts to influence State or local officials to engage in a similar lobbying activity, or through communication with any governmental official or employee in connection with a decision to sign or veto enrolled legislation.

    - Any attempt to influence the introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity through communication with any officer or employee of the United States Government, the State of Nevada or a local governmental entity, including, without limitation, efforts to influence state or local officials to engage in a similar lobbying activity.

    - Any attempt to influence:
        - The introduction or formulation of federal, state or local legislation;
        - The enactment or modification of any pending federal, state or local legislation; or
        - The introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity**, by preparing, distributing or using** publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.

    - Legislative liaison activities, including, without limitation, attendance at legislative sessions or committee hearings, gathering information regarding legislation and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.

    - Executive branch liaison activities, including, without limitation, attendance at hearings, gathering information regarding a rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity and analyzing the effect of the rule, regulation, executive order, program, policy or position, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.

14. An organization receiving grant funds through the Nevada Department of Health and Human Services may, to the extent and in the manner authorized in its grant, use grant funds for any activity directly related to educating persons in a nonpartisan manner by providing factual information in a manner that is:

    - Made in a speech, article, publication, or other material that is distributed and made available to the public, or through radio, television, cable television or other medium of mass communication; and

    - Not specifically directed at:
        - Any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation;
        - Any governmental official or employee who is or could be involved in a decision to sign or veto enrolled legislation; or
        - Any officer or employee of the United States Government, the State of Nevada or a local governmental entity who is involved in introducing, formulating, modifying or enacting a Federal, State or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity.

This provision does not prohibit a recipient or an applicant for a grant from providing information that is directly related to the grant or the application for the grant to the granting agency.

To comply with reporting requirements of the Federal Funding and Accountability Transparency Act (FFATA), the sub-grantee agrees to provide the Department with copies of all contracts, sub-grants, and or amendments to either such documents, which are funded by funds allotted in this agreement.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
AGING AND DISABILITY SERVICES DIVISION
NOTICE OF SUBAWARD

SECTION B

Description of Services, Scope of Work and Deliverables

Lyon County hereinafter referred to as Subrecipient, agrees to provide the following services and reports according to the identified timeframes:

Scope of Work for Lyon County

Indicate the staff responsible for each of the following:

Compliance Item	**Due Date**	**Indicate Subrecipient Staff Responsible (Name and Title)**
Reporting Schedule	Each report applicable to funded service, as outlined at https://adsd.nv.gov/Programs/Grant/Reporting/Instructions/	
Case management system reporting and/or service-specific report(s)	10th calendar day following the month of service	
Request for Reimbursement	15th calendar day following the month or quarter of service	
Request for Reimbursement – Advance (if approved)	15th calendar day before the month of service	
Quarterly Report	15th calendar day following the quarter of service	
General Service Specifications	Ongoing throughout subaward period – General guidelines for service provision	
Transportation Service Specifications	Ongoing throughout subaward period – Service-specific guidelines for service provision	
NV DHHS Grant Instructions and Requirements (GIRS) - and - ADSD Requirements and Procedures for Grant Programs (RPGPs)	Ongoing throughout subaward period – General guidelines for management of the subaward GIRS: https://dhhs.nv.gov/uploadedFiles/dhhsnvgov/content/Programs/Grants/GrantInstructionsandRequirementsRevisedOctober2020.pdf RPGPs: https://adsd.nv.gov/uploadedFiles/agingnvgov/content/Programs/Grant/FiscalRequirements.pdf	
Quality Improvement and Efficiency	Ongoing throughout subaward period	
Provision of service as described in the approved subaward application	Ongoing throughout subaward period	

The following Fiscal Year (FY) 2023 Scope of Work is also in effect for FY 2024.

Nevada Aging and Disability Services Division (ADSD)
Subaward Application

GOALS AND OBJECTIVES

Goal 1: To provide safe transportation for access to social and medical services.

Objective(s)	Activities	Due Date(s)	Staff Responsible (Name and Title)	Documentation Retained for ADSD Verification
1. Provide consistent transportation to Lyon County residents for medical services.	Maintain daily schedule a. Review for opportunity to add passengers.	Ongoing throughout subaward period	Calli Pennine, Administrative Assistant Melissa Pearson, Program Supervisor Diana Moore, Transportation Specialist Jeffrey Mossner, Transportation Specialist	Google Calendar Transportation Dashboard
2. Provide consistent transportation for socialization and nutrition.	Maintain transportation passenger record. a. Review for accuracy to ensure consumers are provided access to senior centers for socialization and nutrition.	Ongoing throughout subaward period	David Moretto, Dayton Transportation Specialist TBD, Fernley Transportation Specialist Erin Moore, Silver Springs Transportation Specialist Rhonda Smith, Yerington Transportation Specialist Julie Kleinschmidt, Yerington Transportation Specialist	Transportation Passenger Record Wellsky A&D
3.				

Goal 2: Enhance skills of transportation staff.

Objective(s)	Activities	Due Date(s)	Staff Responsible (Name and Title)	Documentation Retained for ADSD Verification
1. Provide training to transportation staff.	1. Review existing grant specifications for all required training. 2. Determine what additional training opportunities are available. 3. Assign training courses to all transportation staff.	12/31/2022 12/31/2022 6/30/2023	Rebecca Williams, Division Manager	Personnel file
2.				
3.				

Goal 3: Quality Improvement and Effectiveness

Objective(s)	Activities	Due Date(s)	Staff Responsible (Name and Title)	Documentation Retained for ADSD Verification
1. Meet or exceed Projected Output Measures as submitted in the approved subaward application	Complete data entry and/or submit other required reporting Conduct Outreach to reach target populations Develop partnerships	Monthly by 10th	Diana Moore, Transportation Specialist Jeffrey Mossner, Transportation Specialist Melissa Pearson, Program Supervisor Robert Hastings, Dayton Supervisor Stephanie Wolf, Fernley Supervisor Penny Valiska, Silver Springs Supervisor Rhiannon Baker, Yerington Supervisor	Wellsky A&D

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

SECTION C

Budget and Financial Reporting Requirements

Identify the source of funding on all printed documents purchased or produced within the scope of this subaward, using a statement similar to: "This publication (journal, article, etc.) was supported by the Nevada State Department of Health and Human Services through Grant Number 11-001-10-LX-24 from the Aging and Disability Services Division (ADSD). Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department nor ADSD.

Any activities performed under this subaward shall acknowledge the funding was provided through the Department by Grant Number 11-001-10-LX-24 from Aging and Disability Services Division (ADSD).

Subrecipient agrees to adhere to the following budget:

Applicant Name:	Lyon County Human Services	**Type of Service:**	Transportation

ADSD Subaward Application
PROPOSED BUDGET NARRATIVE

Personnel Costs	Fringe Only: $45,154.33	**Total:**	**$126,779.92**

List staff, positions, salaries/rate of pay, fringe rate, percent of direct-service time to be spent on the project and the number of months to calculate the amount requested.

A. Position: Staff Name (if known, otherwise state new position), Title, Position Control Number (PCN) **B.** *Provide a breakdown of the type of fringe benefits provided, such as health insurance, Medicare, FICA, worker's compensation, retirement, etc.* ***-AND-*** *Describe position duties as they relate to the funding and program objectives. Expand rows as needed.*	**Annual Salary**	**Fringe Rate**	**% of Time**	**Months**	**Amount Requested**
A. Transportation Specialist - Diana Moore PCN 61400 **B.** *80 hrs./pay period x 26 wks. X $17.67/hr.* *Retirement/Health Ins./Medicare/Worker's Comp* *Provides transportation to/from medical appointments. Transportation for errands/socialization.*	$36,767.00	75.00%	16.00%	12.00	$10,294.76
A. Transportation Specialist - Lisa Sinclair PCN 61408 **B.** *80 hrs./pay period x 26 wks. X $22.86/hr.* *Retirement/Health Ins./Medicare/Worker's Comp* *Provides transportation to/from medical appointments. Transportation for errands/socialization.*	$47,563.00	54.00%	16.00%	12.00	$11,719.52
A. DA Senior Center Supervisor - Robert Hastings PCN 61101 **B.** *80 hrs./pay period x 26 wks. X $27.11/hr.* *Retirement/Health Ins./Medicare/Worker's Comp* *Supervises program to transport participants to the meal site and special events; supervises staff assigned to deliver meals to the homebound; oversees the maintenance of program vehicles. Backup to senior center drivers.*	$56,401.00	66.00%	15.00%	12.00	$14,043.85
A. FE Senior Center Supervisor - VACANT PCN 61100 **B.** *80 hrs./pay period x 26 wks. X $30.62/hr.* *Retirement/Health Ins./Medicare/Worker's Comp* *Supervises program to transport participants to the meal site and special events; supervises staff assigned to deliver meals to the homebound; oversees the maintenance of program vehicles. Backup to senior center drivers.*	$63,696.00	42.00%	15.00%	12.00	$13,567.25
A. SS Senior Center Supervisor - Penny Valiska PCN 61102 **B.** *80 hrs./pay period x 26 wks. X $29.24/hr.* *Retirement/Health Ins./Medicare/Worker's Comp* *Supervises program to transport participants to the meal site and special events; supervises staff assigned to deliver meals to the homebound; oversees the maintenance of program vehicles. Backup to senior center drivers.*	$60,829.00	59.00%	15.00%	12.00	$14,507.72

A.	YE Senior Center Supervisor - Rhiannon Baker PCN 61103	$64,888.00	42.00%	15.00%	12.00	$13,821.14
B.	*80 hrs./pay period x 26 wks. X $31.19/hr. Retirement/Health Ins./Medicare/Worker's Comp Supervises program to transport participants to the meal site and special events; supervises staff assigned to deliver meals to the homebound; oversees the maintenance of program vehicles. Backup to senior center drivers.*					
A.	DA Transportation Specialist - David Moretto PCN 61403	$27,919.00	83.00%	18.59%	12.00	$9,497.96
B.	*60 hrs./pay period x 26 wks. X $17.89/hr. Retirement/Health Ins./Medicare/Worker's Comp Transport senior program participants from their homes to meal sites and social program sites and to conduct personal business; deliver meals to homebound program participants.*					
A.	FE Transportation Specialist - Christian McPheeters PCN 61402	$37,859.00	58.00%	18.59%	12.00	$11,120.02
B.	*70 hrs./pay period x 26 wks. X $20.80/hr. Retirement/Medicare/Worker's Comp Transport senior program participants from their homes to meal sites and social program sites and to conduct personal business; deliver meals to homebound program participants.*					
A.	SS Transportation Specialist - Erin Moore PCN 61404	$37,626.00	56.00%	18.59%	12.00	$10,911.69
B.	*70 hrs./pay period x 26 wks. X $20.67/hr. Retirement/Health Ins./Medicare/Worker's Comp Transport senior program participants from their homes to meal sites and social program sites and to conduct personal business; deliver meals to homebound program participants.*					
A.	YE Transportation Specialist - Rhonda Smith PCN 61406	$33,192.00	61.00%	18.32%	12.00	$9,790.05
B.	*60 hrs./pay period x 26 wks. X $21.27/hr. Retirement/Health Ins./Medicare/Worker's Comp Transport senior program participants from their homes to meal sites and social program sites and to conduct personal business. Backup to Home Delivered Meals driver.*					
A.	YE Transportation Specialist - Julie Kleinschmit PCN 61407	$32,517.00	26.00%	18.32%	12.00	$7,505.96
B.	*60 hrs./pay period x 26 wks. X $20.84/hr. Retirement/Health Ins./Medicare/Worker's Comp Transport senior program participants from their homes to meal sites and social program sites and to conduct personal business. Backup to Home Delivered Meals driver.*					

TOTAL DIRECT PROJECT COSTS	**$126,779.92**

Administrative Expenses or Federal Indirect Cost Rate (FICR) **Total:**

Administrative expenses and FICR are to be used to help cover expenses that are not easily assignable to a specific program or unit within an organization. These costs are associated with depreciation and use allowances, facility operation and maintenance, general administrative expenses such as accounting, payroll, legal and data processing, and any personnel not providing direct services to the project. If requested, the expenses are limited to the maximum rate listed below, depending on the funding source and existence of an FICR percentage of the direct project costs requested from ADSD. Once a funding source is assigned to an approved subaward, the allowable rate will apply, and a budget revision may be required if excess expenses are included. Indirect/administrative expenses do not apply to fixed-fee subawards or portions of subawards. Indirect expenses must be applied using the agency's Federal Indirect Cost Rate (FICR) or Modified Total Direct Costs (MTDC) which excludes capital expenditures and items such as pass-through funds, major subcontract(s) etc. over the first $25,000 in that category, as applicable. Reference the Grant Instructions and Requirements GIR-20-12.

Choose ONE type of rate according to funding source and provide calculation or explanations:	**RATE:**
1. State Funding (ILG Only): **8%**	
2. Federal/Other State Funding: **10%** de minimus	
3. Federal Indirect Cost Rate (**FICR**): Identify approved FICR & attach letter to application. In cell below, describe how the total indirect amount was calculated based on letter guidance and exceptions. Expand row as needed.	

FICR Calculation:	
Other Explanations:	

Calculated Rate (do not change formula): *0.00%*

TOTAL BUDGET REQUEST	**$126,779.92**

Applicant Name:	Lyon County Human Services	Type of Service:	Transportation

ADSD Subaward Application
PROPOSED BUDGET SUMMARY

PATTERN BOXES ARE FORMULA DRIVEN. Enter info in orange cells.

A. FUNDING SOURCES	*ADSD Funds*	MATCH *	NDOT	[Enter name of Other Funding, if applicable]	[Enter name of Other Funding, if applicable]	[Enter name of Other Funding, if applicable]	[Enter name of Other Funding, if applicable]	TOTAL
PENDING OR SECURED	Pending	Pending	Pending					
ENTER TOTAL FUNDING	$126,779.92	$19,017.00	$150,855.00	$0.00	$0.00	$0.00	$0.00	$296,651.92
EXPENSE CATEGORY								
Personnel	$126,779.92	$19,017.00	$150,855.00					$296,651.92
Travel/Training	$0.00	$0.00	$0.00					$0.00
Operating	$0.00	$0.00	$0.00					$0.00
Equipment	$0.00	$0.00	$0.00					$0.00
Contractual/Consultant	$0.00	$0.00	$0.00					$0.00
Other Expenses	$0.00	$0.00	$0.00					$0.00
Indirect	$0.00	$0.00	$0.00					$0.00
TOTAL EXPENSE	$126,779.92	$19,017.00	$150,855.00	$0.00	$0.00	$0.00	$0.00	$296,651.92
These boxes should equal zero	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

Total Indirect Cost	$0.00	Total Program Budget	$296,651.92
Indirect % of Budget	0.00%	ADSD Percent of Program Budget	43%

B. Comments regarding budget summary, if applicable.

Match and Additional Funding Sources do not include In-kind match contributions for Lyon County office space, utilities, insurance, and maintenance; travel expenses, vehicles, insurance, maintenance, and fuel; Information Technology - telephones, cell phones, internet support, and computers; Supplies; Training; Fiscal and Administrative Support, Department Director, Comptroller, and Risk Management.

C. Identify specific source(s) of Match, as applicable, and indicate whether each source of match is Secured or Pending.

Lyon County - Senior Services Division Manager, Program Supervisor, and Senior Center Supervisors Personnel Expense- Pending
NDOT - Lyon County Transportation Specialists Personnel Expense- Pending
The County budget is in the review process and the FY24 NDOT Grant Application is in process, however, we anticipate these funding streams to continue.

D. List potential amounts and sources of program income (required); and describe if the project plans to have a sliding fee scale or voluntary

$3,700

- Department of Health and Human Services policy allows no more than 10% flexibility of the total, not to exceed amount of the subaward, within the approved Scope of Work/Budget. Subrecipient will obtain written permission to redistribute funds within categories. **Note: the redistribution cannot alter the total not to exceed amount of the subaward. Modifications in excess of 10% require a formal amendment.**

- Equipment purchased with these funds belongs to the federal or state program from which this funding was appropriated and shall be returned to the program upon termination of this agreement.

- Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. It is the Policy of the Board of Examiners to restrict contractors/ Subrecipients to the same rates and procedures allowed State Employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).

The Subrecipient agrees:

To request reimbursement according to the schedule specified below for the actual expenses incurred related to the Scope of Work during the subaward period.

- Total reimbursement through this subaward will not exceed $126,779.92.
- Requests for Reimbursement will be accompanied by supporting documentation, including a line-item description of expenses incurred.
- Additional expenditure detail will be provided upon request from the Department.

Additionally, the Subrecipient agrees to provide:

- A complete financial accounting of all expenditures to the Department within 30 days of the CLOSE OF THE SUBAWARD PERIOD. Any un-obligated funds shall be returned to the Department at that time, or if not already requested, shall be deducted from the final award.
- Any work performed after the BUDGET PERIOD will not be reimbursed.
- If a Request for Reimbursement (RFR) is received after the 45-day closing period, the Department may not be able to provide reimbursement.
- If a credit is owed to the Department after the 45-day closing period, the funds must be returned to the Department within 30 days of identification.

The Department agrees:

- Identify specific items Aging and Disability Services Division must provide or accomplish to ensure successful completion of this project, such as:
  - Providing technical assistance, upon request from the Subrecipient.
  - Providing prior approval of reports or documents to be developed.
  - Forwarding a report to another party, i.e., Administration for Community Living (ACL).
- The Department reserves the right to hold reimbursement under this subaward until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the Department.

Both parties agree:

- Aging and Disability Services Division will conduct programmatic and financial monitoring of the project on an annual basis or as determined necessary based on a risk assessment.
- The Subrecipient will, in the performance of the Scope of Work specified in this subaward, perform functions and/or activities that could involve confidential information; therefore, the Subrecipient is requested to fill out Section G, which is specific to this subaward, and will be in effect for the term of this subaward.
- All reports of expenditures and requests for reimbursement processed by the Department are SUBJECT TO AUDIT.
- This subaward agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subaward, provided the termination shall not be effective until 30 days after a party has served written notice upon the other party. This agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason the Department, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

Financial Reporting Requirements

- A Request for Reimbursement is due on a monthly or quarterly basis, based on the terms of the subaward agreement, no later than the 15th of the month.
- Reimbursement is based on actual expenditures incurred during the period being reported.
- Payment will not be processed without all reporting being current.
- Reimbursement may only be claimed for expenditures approved within the Notice of Subaward.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
AGING AND DISABILITY SERVICES DIVISION
NOTICE OF SUBAWARD

SECTION D
Request for Reimbursement (RFR)

Department of Health and Human Services
Aging and Disability Services (ADSD)

Agency Ref #: _____
Budget Account: _____
GL: _____
Draw #: _____
CFDA #: _____

Financial Status Report and Request for Reimbursement

Program Name:	**Subrecipient Name:**
ADSD PAC Unit, Grants Management	
Program Address:	**Subrecipient Address:**
3208 Goni Road, #I-181, Carson City, NV 89706	
Subaward Period:	**Subrecipient's:**
{Enter Subaward Period}	**EIN:**
{Enter Service}	**Vendor #:**
{Enter type of subaward - Categorical or Fixed-Fee}	

FINANCIAL REPORT AND REQUEST FOR REIMBURSEMENT

(must be accompanied by expenditure report/back-up)

Month(s): _____ **Calendar Year:** _____

☐ NEW REQUEST ☐ REIMBURSEMENT ☐ ADVANCE & RECONCILIATION
☐ PAID RFR BACK-UP REVISION ☐ ADVANCE ONLY ☐ RECONCILIATION ONLY

		A	B	C	D	E	F
	Approved Budget Category	**Approved Budget**	**Total Prior Requests**	**Current Request**	**Year to Date Total**	**Budget Balance**	**Percent Requested**
1	Personnel	$0.00	$0.00		$0.00	$0.00	-
2	Travel	$0.00	$0.00		$0.00	$0.00	-
3	Operating	$0.00	$0.00		$0.00	$0.00	-
4	Equipment	$0.00	$0.00		$0.00	$0.00	-
5	Contract/Consultant	$0.00	$0.00		$0.00	$0.00	-
6	Training	$0.00	$0.00		$0.00	$0.00	-
7	Other	$0.00	$0.00		$0.00	$0.00	-
8	Indirect Costs/ Admin Expenses	$0.00	$0.00		$0.00	$0.00	-
	Total	$0.00	$0.00	**0.00**	$0.00	$0.00	**-**

Additional Financial Reporting - All Award Types

	Budget Item	**Required Amount**	**Total Prior Months**	**Current Amount**	**Year to Date Total**	**Budget Balance**	**Percent Provided**
1	Match	$0.00	$0.00		$0.00	$0.00	-
2	Program Income	N/A	$0.00		$0.00	N/A	N/A

Additional Financial Reporting - Fixed-Fee Awards Only

		Number of Units of Service		**Funding Earned**		**Balance to be Earned**	**Percent Earned**
	Fixed-Fee Rate(s):	**Previous Periods**	**This Period**	**This Period**	**Total/All**		
1		0.00		-	-	-	-
2		0.00		N/A			

☐ N/A **Advance Payment Reconciliation**

Budget Categories or Specific Components (Expand rows as needed)	**Month:**		**Total Funds to Date**			
	Received	**Expended**	**Funds Advanced**	**Expended**	**Balance**	**Percent Expended**
			$0.00	$0.00	$0.00	-
			$0.00	$0.00	$0.00	-

I, a duly authorized signatory for the applicant, certify to the best of my knowledge and belief that this report is true, complete and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the subaward; and that the amount of this request is not in excess of current needs or, cumulatively for the award term, in excess of the total approved subaward. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise. I verify that the cost allocation and backup documentation attached are correct.

Authorized Signature **Title** **Date**

OFFICE USE ONLY - DHHS - ADSD OFFICE USE ONLY

Program contact? Yes:___ No:___; Contact:_____
Reason for contact: _____
Notes: _____

APPROVALS:
Scope of Work -
Date: _____ Signed: _____
PAC Fiscal -
Date: _____ Signed: _____

Payment Breakdown:

BA.CAT / JOB#	**Amount**
	$
	$
N/A	$
N/A	$
N/A	$
N/A	$
N/A	$
TOTAL	**$ -**

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
AGING AND DISABILITY SERVICES DIVISION
NOTICE OF SUBAWARD

SECTION E

Audit Information Request

1. Non-Federal entities that **expend** $750,000.00 or more in total federal awards are required to have a single or program-specific audit conducted for that year, in accordance with 2 CFR § 200.501(a).
2. Did your organization expend $750,000 or more in all federal awards during your organization's most recent fiscal year? YES ☐ NO ☐
3. When does your organization's fiscal year end? _____
4. What is the official name of your organization? _____
5. How often is your organization audited? _____
6. When was your last audit performed? _____
7. What time-period did your last audit cover? _____
8. Which accounting firm conducted your last audit? _____

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
AGING AND DISABILITY SERVICES DIVISION
NOTICE OF SUBAWARD

SECTION F

Notification of Utilization of Current or Former State Employee

For the purpose of State compliance with NRS 333.705, subrecipient represents and warrants that if subrecipient, or any employee of subrecipient who will be performing services under this subaward, is a current employee of the State or was employed by the State within the preceding 24 months, subrecipient has disclosed the identity of such persons, and the services that each such person will perform, to the issuing Agency. Subrecipient agrees they will not utilize any of its employees who are Current State Employees or Former State Employees to perform services under this subaward without first notifying the Agency and receiving from the Agency approval for the use of such persons. This prohibition applies equally to any subcontractors that may be used to perform the requirements of the subaward. The provisions of this section do not apply to the employment of a former employee of an agency of this State who is not receiving retirement benefits under the Public Employees' Retirement System (PERS) during the duration of the subaward.

Are any current or former employees of the State of Nevada assigned to perform work on this subaward?

YES ☐ If "YES", list the names of any current or former employees of the State and the services that each person will perform.

NO ☐

Subrecipient agrees that if a current or former state employee is assigned to perform work on this subaward at any point after execution of this agreement, they must receive prior approval from the Department.

Name	Services

Subrecipient agrees that any employees listed cannot perform work until approval has been given from the Department.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

SECTION G

Confidentiality Addendum

BETWEEN

Nevada Department of Health and Human Services

Hereinafter referred to as "Department"

and

Lyon County

Hereinafter referred to as "Subrecipient"

This CONFIDENTIALITY ADDENDUM (the Addendum) is hereby entered into between Department and Subrecipient.

WHEREAS, Subrecipient may have access, view or be provided information, in conjunction with goods or services provided by Subrecipient to Department that is confidential and must be treated and protected as such.

NOW, THEREFORE, Department and Subrecipient agree as follows:

I. DEFINITIONS

The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

1. **Agreement** shall refer to this document and that agreement to which this addendum is made a part.

2. **Confidential Information** shall mean any individually identifiable information, health information or other information in any form or media.

3. **Subrecipient** shall mean the name of the organization described above.

4. **Required by Law** shall mean a mandate contained in law that compels a use or disclosure of information.

II. TERM

The term of this Addendum shall commence as of the effective date of the primary inter-local or other agreement and shall expire when all information provided by Department or created by Subrecipient from that confidential information is destroyed or returned, if feasible, to Department pursuant to Clause VI (4).

III. LIMITS ON USE AND DISCLOSURE ESTABLISHED BY TERMS OF CONTRACT OR LAW
Subrecipient hereby agrees it shall not use or disclose the confidential information provided, viewed or made available by Department for any purpose other than as permitted by Agreement or required by law.

IV. PERMITTED USES AND DISCLOSURES OF INFORMATION BY SUBRECIPIENT

Subrecipient shall be permitted to use and/or disclose information accessed, viewed or provided from Department for the purpose(s) required in fulfilling its responsibilities under the primary agreement.

V. USE OR DISCLOSURE OF INFORMATION

Subrecipient may use information as stipulated in the primary agreement if necessary for the proper management and administration of Subrecipient; to carry out legal responsibilities of Subrecipient; and to provide data aggregation services relating to the health care operations of Department. Subrecipient may disclose information if:

1. The disclosure is required by law; or

2. The disclosure is allowed by the agreement to which this Addendum is made a part; or

3. The Subrecipient has obtained written approval from the Department.

VI. OBLIGATIONS OF SUBRECIPIENT

1. **Agents and Subcontractors.** Subrecipient shall ensure by subcontract that any agents or subcontractors to whom it provides or makes available information, will be bound by the same restrictions and conditions on the access, view or use of confidential information that apply to Subrecipient and are contained in Agreement.

2. **Appropriate Safeguards.** Subrecipient will use appropriate safeguards to prevent use or disclosure of confidential information other than as provided for by Agreement.

3. **Reporting Improper Use or Disclosure.** Subrecipient will immediately report in writing to Department any use or disclosure of confidential information not provided for by Agreement of which it becomes aware.

4. **Return or Destruction of Confidential Information**. Upon termination of Agreement, Subrecipient will return or destroy all confidential information created or received by Subrecipient on behalf of Department. If returning or destroying confidential information at termination of Agreement is not feasible, Subrecipient will extend the protections of Agreement to that confidential information as long as the return or destruction is infeasible. All confidential information of which the Subrecipient maintains will not be used or disclosed.

IN WITNESS WHEREOF, Subrecipient and the Department have agreed to the terms of the above written Addendum as of the effective date of the agreement to which this Addendum is made a part.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
AGING AND DISABILITY SERVICES DIVISION
NOTICE OF SUBAWARD

SECTION H

Matching Funds Agreement

This Matching Funds Agreement is entered into between the Nevada Department of Health and Human Services (referred to as "Department") and Lyon County (referred to as "Subrecipient").

Program Name	ADSD / Grants Management	**Subrecipient Name**	Lyon County
Federal Grant Number	N/A	**Subaward Number**	11-001-10-LX-24
Federal Amount	$0.00	**Contact Name**	Shayla Holmes, Director
State Amount	$126,779.92	**Address**	27 South Main Street Yerington, NV 89447-2571
Non-Federal (Match) Amount	$19,017.00		
Total Award	$126,779.92		
Performance Period	07/01/2023 - 06/30/2024		

Under the terms and conditions of this Agreement, the Subrecipient agrees to complete the Project as described in the Description of Services, Scope of Work and Deliverables. Non-Federal (Match) funding is required to be documented and submitted with the Monthly Financial Status and Request for Funds Request and will be verified during subrecipient monitoring.

FINANCIAL SUMMARY FOR MATCHING FUNDS

Total Amount Awarded	**$126,779.92**
Required Match Percentage	**15%**
Total Required Match	**$19,017.00**

Approved Budget Category		Budgeted Match
1	Personnel	$19,017.00
2	Travel	$0.00
3	Operating	$0.00
4	Contract/Consultant	$0.00
5	Training	$0.00
6	Other	$0.00
7	Indirect Costs	$0.00
	Total	**$19,017.00**

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 17, 2023

Agenda Item Number: 15.g

Subject: For Possible Action: Approve to release the Improvement Bond, accept the Maintenance Bond and accept the Certificates of Completion, for the improvements associated with the BACKBONE ROADWAY IMPROVEMENTS, for the TRADITIONS, VILLAGE 1, subdivision, located in Dayton, NV.

Recommendation:

The Lyon County Board of Commissioners finds that the requested release of the Performance Bond and acceptance for Maintenance of the improvements associated with the BACKBONE ROADWAY IMPROVEMENTS, for the TRADITIONS, VILLAGE 1, subdivision:
A. Is consistent with the applicable provisions of Lyon County Code and the Nevada Revised Statutes;
B. Will not be detrimental to the public health, safety, convenience and welfare; and
C. Will not result in material damage or prejudice to other property in the vicinity.
Based on the aforementioned findings, the Lyon County Board of Commissioners approves the release of the Performance Bond and acceptance of the Maintenance Bond for the improvements associated with the BACKBONE ROADWAY IMPROVEMENTS, for the TRADITIONS, VILLAGE 1, subdivision.

Summary:

The applicant is requesting the release of the Improvement Bond for the improvements associated with the BACKBONE ROADWAY IMPROVEMENTS, for the TRADITIONS, VILLAGE 1, subdivision.
A Performance Improvement Bond was provided in the form of a cashier's check, at the time of recording the subdivision map for Traditions, Village 1, to ensure that the improvements were constructed and completed in a timely manner.
The improvements have been inspected and were found to be complete and the roadways to be constructed to Lyon County Improvement Standards. A Certificate of Completion, certifying that all the improvements for this phase of the project are complete to the satisfaction of the County Engineer, Roads Director and Lyon Utilities Director.
A Maintenance Bond equaling 10% of the Cost of Construction estimate, has been provided. This bond ensures that the completed improvements are constructed to the satisfaction of Lyon County and that they remain in good condition for a period of one year

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:

Certificates of Completion

Copy of Maintenance Bond

Copy of Engineer's Cost Estimate

LYON COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT
BUILDING * DEVELOPMENT ENGINEERING * PLANNING
CODE ENFORCEMENT * ECONOMIC DEVELOPMENT
27 SOUTH MAIN STREET, YERINGTON, NV 89447
PHONE: 775-463-6592 FAX: 775-463-5305

MEETING DATE: **AUGUST 17, 2023** **ITEM #_____**

TITLE:

Approval to release the Improvement Bond, accept the Maintenance Bond and accept the Certificates of Completion, for the improvements associated with the BACKBONE ROADWAY IMPROVEMENTS, for the TRADITIONS, VILLAGE 1, subdivision, located in Dayton, NV

SUMMARY:

The applicant is requesting the release of the Improvement Bond for the improvements associated with the BACKBONE ROADWAY IMPROVEMENTS, for the TRADITIONS, VILLAGE 1, subdivision.

A Performance Improvement Bond was provided in the form of a cashier's check, at the time of recording the subdivision map for Traditions, Village 1, to ensure that the improvements were constructed and completed in a timely manner.

The improvements have been inspected and were found to be complete and the roadways to be constructed to Lyon County Improvement Standards. A Certificate of Completion, certifying that all the improvements for this phase of the project are complete to the satisfaction of the County Engineer, Roads Director and Lyon Utilities Director.

A Maintenance Bond equaling 10% of the Cost of Construction estimate, has been provided. This bond ensures that the completed improvements are constructed to the satisfaction of Lyon County and that they remain in good condition for a period of one year.

RECOMMENDED ACTION:

The Lyon County Board of Commissioners finds that the requested release of the Performance Bond and acceptance for Maintenance of the improvements associated with the BACKBONE ROADWAY IMPROVEMENTS, for the TRADITIONS, VILLAGE 1, subdivision:

A. Is consistent with the applicable provisions of Lyon County Code and the Nevada Revised Statutes;

B. Will not be detrimental to the public health, safety, convenience and welfare; and

C. Will not result in material damage or prejudice to other property in the vicinity.

Based on the aforementioned findings, the Lyon County Board of Commissioners approves the release of the Performance Bond and acceptance of the Maintenance Bond for the improvements associated with the BACKBONE ROADWAY IMPROVEMENTS, for the TRADITIONS, VILLAGE 1, subdivision

For Information:

Louis Cariola, Community Development Director
Kerry Page, Planning Technician

List of Attachments:

Certificates of Completion
Copy of Maintenance Bond
Copy of Engineer's Cost Estimate

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT. CHECK BACKGROUND CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

Comerica Bank

CASHIER'S CHECK

000597798

90-3752
1211

NOTICE TO CUSTOMERS. The purchase of an indemnity bond will be required before any cashier's check issued by this bank will be replaced or refunded in the event it is lost, stolen, or destroyed.

DATE 08/04/2023

****260,380 AND 00/100THS Dollars

$ ****$260,380.00

Details on back.

Security Features Included

PAY TO THE ORDER OF LYON COUNTY

Drawer: Comerica Bank

898 dac953 597798

Authorized Signature

REMITTER *STANLEY H LUCAS

MP

⑈000597798⑈ ⑆121137522⑆ 1894147642⑈

ENGINEER'S ESTIMATE FOR 10% MAINTENANCE BOND

Project:	Traditions Backbone Roads (Improvements After Sulphur Springs)		
Developer:	Stan Lucas		
Engineer:	Manhard Consulting Ltd		
		Prepared By:	HED
		Date:	7/10/2023
Number of Lots or Units:	N/A	***Area (Acres):***	15.34

STREETS

Description	***Original Estimate Total***		***% Maintenance Requirement***	***Total After % Reduction***
2 1/2" Asphalt Concrete Pavement				
3" Asphalt Concrete Pavement				
4" Asphalt Concrete Pavement	$ 611,160.98		10%	$ 61,116.10
5" Asphalt Concrete Pavement				
6" Asphalt Concrete Pavement				
8.5" Asphalt Concrete Pavement				
6" Aggregate Base Material	$ 216,723.75		10%	$ 21,672.38
10" Aggregate Base Material				
12" Aggregate Base Material				
14" Aggregate Base Material				
Fog Seal				
			Subtotal:	$82,788.47

GRADING

Description	***Original Estimate Total***		***% Maintenance Requirement***	***Total After % Reduction***
On-Site (Mass Grading)				
			Subtotal:	$0.00

CONCRETE

Description	***Original Estimate Total***		***% Maintenance Requirement***	***Total After % Reduction***
Curb & Gutter with Base (Type I)	$ 200,102.50		10%	$ 20,010.25
Curb & Gutter with Base (Type II)	$ 24,992.50		10%	$ 2,499.25
Median Curb with Base	$ 43,101.25		10%	$ 4,310.13
Sidewalk 4' with Base				
Sidewalk 5' with Base	$ 282,267.15		10%	$ 28,226.72
Meandering Path with Base				
Spandral				
Valley Gutter				
Longitudinal Valley Gutter				
Drainage Swale				
			Subtotal:	$ 55,046.34

Project: Traditions Backbone Roads (Improvements After Sulphur Springs)

Date: 07/10/23 *Prepared By:* HED

Subtotal from Page 1: $137,834.81

SANITARY SEWER

Description	Original Estimate Total		% Maintenance Requirement	Total After % Reduction
Manhole 48" Diameter	$ 36,750.00		10%	$ 3,675.00
Manhole Cover/Rim 48" Diameter				
Manhole Cover/Rim 60" Diameter				
Drop Manhole 60" Diameter				
Service Laterals 4" Diameter				
Manhole Type 5				
Sewer Main 8" Diameter	$ 63,700.00		10%	$ 6,370.00
Sewer Main 10" Diameter				
Sewer Main 12" Diameter				
Sewer Main 15" Diameter				
Sewer Main 18" Diameter				
			Subtotal:	$ 10,045.00

STORM DRAIN

Description	Original Estimate Total		% Maintenance Requirement	Total After % Reduction
Manhole 48" Diameter	$ 29,400.00		10%	$ 2,940.00
Manhole 60" Diameter				
Manhole Cover/Rim 60" Diameter				
Manhole Cover/Rim 48" Diameter				
Catch Basin Type I				
Catch Basin Type II				
Catch Basin Type III				
Catch Basin Type IV	$ 3,500.00		10%	$ 350.00
Catch Basin Type IV High Cap.				
Catch Basin Type IV (Grate Only)				
Sidewalk Drain				
Yard Drain				
Lateral - 12" Diameter				
Storm Drain Main 15" Diameter	$ 47,470.00		10%	$ 4,747.00
Storm Drain Main 18" Diameter	$ 15,795.00		10%	$ 1,579.50
Storm Drain Main 24" Diameter				
Storm Drain Main 30" Diameter				
			Subtotal:	$ 9,616.50

Project: Traditions Backbone Roads (Improvements After Sulphur Springs)

Date: 07/10/23 *Prepared By:* HED

Subtotal from Page 1: $137,834.81

Subtotal from Page 2: $ 19,661.50

WATER

Description	Original Estimate Total		% Maintenance Requirement	Total After % Reduction
Air Release Valve	$ 6,000.00		10%	$ 600.00
8" Water	$ 16,543.00		10%	$ 1,654.30
12" Water	$ 28,585.50		10%	$ 2,858.55
Single Water Meter				
Double Water Meter				
Flush Valve	$ 17,400.00		10%	$ 1,740.00
Fire Hydrants & Markers				
			Subtotal:	$ 6,852.85

MISCELLANEOUS

Description	Original Estimate Total		% Maintenance Requirement	Total After % Reduction
Landscape Wall				
Erosion Control				
Street Lights				
Street Signs	$ 13,800.00		10%	$ 1,380.00
Traffic Control Signs	$ 70,300.00		10%	$ 7,030.00
Survey Monuments	$ 8,250.00		10%	$ 825.00
Dry Utility Trench				
Cable Television				
Electric Service				
Lot Monuments				
Pavement Markings				$ -
			Subtotal:	$ 9,235.00

PROFESSIONAL ENGINEER-STATE OF NEVADA
HAROLD E. DAWSON
Exp: 12-31-24
CIVIL
No. 18257
7-12-23

Engineer's Seal and Signature

Subtotal of Page 3:	$16,087.85
Total of Pages 1,2 & 3:	$173,584.16
Total:	$173,584.16
Original Estimate Total	$2,603,800.00
Minimum Security Reduction Amount (10% of Original)	$260,380.00
Amount of Security:	$260,380.00

LYON COUNTY UTILITIES DEPARTMENT
34 Lakes Blvd. Suite 103
P.O. Box 1699
Dayton NV 89403
Phone (775) 246-6220 Fax: (775) 246-6223
www.lyon-county.org

CERTIFICATE OF COMPLETION

To: Community Development – Planning Division

From: David Bruketta, Utilities Director

Regarding: Traditions Village 1 Backbone Road Network

I, David Bruketta, Lyon County Utilities Director, do hereby certify that the construction of the improvements within the Traditions Village 1 Backbone Road Network Subdivision located in Dayton, Nevada, excluding Lakeside Blvd., which are further identified as municipal water and sewer utility facilities, and related appurtenances, have been completed in accordance with the standards of Lyon County and do hereby recommend acceptance of the improvements by the Lyon County Board of Commissioners.

Dated this 7 day of August, 2023.

D M Bruketta

David Bruketta,
Lyon County Utilities Director

Recording requested by:

Lyon County Comm. Development
Planning Division
27 South Main Street
Yerington, NV 89447

LYON COUNTY COMMUNITY DEVELOPMENT
PLANNING DIVISION

27 South Main Street
Yerington, NV 89447
Phone: (775) 463-6592 Fax: (775) 463-5305

CERTIFICATE OF COMPLETION

I, Dustin Homan, Lyon County Road Department Director, do hereby certify that the construction of the improvements within the Traditions Backbone Remainder, in Dayton, Nevada, which are further identified as Lyon County public rights-of-way facilities, and related appurtenances, have been completed in accordance with the standards of Lyon County and to the satisfaction of the Lyon County Inspector and do hereby recommend acceptance of the improvements, by the Lyon County Board of Commissioners.

Dated this 08 day of August, 2023.

Dustin Homan,
Lyon County Road Department Director

Recording requested by:

Lyon County Comm. Development
Planning Division
27 South Main Street
Yerington, NV 89447

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 17, 2023

Agenda Item Number: 15.h

Subject: For Possible Action: Accept grant award from the Office of Public Health Infrastructure and Improvement, for FY2024 in the amount of $106,169.23, to develop a feasibility study regarding the creation of a health district for the quad-county region of Nevada.

Recommendation:

Accept grant award from the Office of Public Health Infrastructure and Improvement, for FY2024 in the amount of $106,169.23, to develop a feasibility study regarding the creation of a health district for the quad-county region of Nevada.

Summary:

Financial Department Comments:

This is a new grant in the amount of $106,169.23 to develop a feasibility study regarding the creation of a health district for the quad-county region of Nevada, comprising Carson City, Douglas County, Lyon County, and Storey County.

District Attorney Comments:

County Manager Comments:

Attachments:

FY24 Quad County Health District Study Notice of Subaward

State of Nevada
Department of Health and Human Services
Division of Public & Behavioral Health
(hereinafter referred to as the Department)

Agency Ref. #: **SG 26174**
Budget Account: 3234
Category: 10
GL: 8511
Job Number: 9369723

NOTICE OF SUBAWARD

Program Name: Office of Public Health Infrastructure and Improvement Andrea Rivers, Agency Manager, arivers@health.nv.gov	**Subrecipient's Name:** Lyon County Human Services Shayla Holmes, Director, sholmes@lyon-county.org
Address: 4150 Technology Way, Suite #300 Carson City, NV 89706-2009	**Address:** 620 Lake Avenue Silver Springs, NV 89429
Subaward Period: July 1, 2023 through November 30, 2024	**Subrecipient's:** **EIN:** 88-6000097 **Vendor #:** T40156600AA **UEI #:** UT4JJJ9N6L69

Purpose of Award: To develop a feasibility study regarding the creation of a health district for the quad-county region of Nevada, comprising Carson City, Douglas County, Lyon County, and Storey County.

Region(s) to be served: ☐ Statewide ☒ Specific county or counties: Carson City, Douglas County, Lyon County and Storey County

Approved Budget Categories:	
1. Personnel	
2. Travel	
3. Operating	
4. Equipment	
5. Contractual/Consultant	**$98,304.84**
6. Training	
7. Other	
TOTAL DIRECT COSTS	**$98,304.84**
8. Indirect Costs	**$7,864.39**
TOTAL APPROVED BUDGET	**$106,169.23**

FEDERAL AWARD COMPUTATION:		
Total Obligated by this Action:	$	106,169.23
Cumulative Prior Awards this Budget Period:	$	0.00
Total Federal Funds Awarded to Date:	$	106,169.23
Match Required ☐ Y ☒ N		
Amount Required this Action:	$	0.00
Amount Required Prior Awards:	$	0.00
Total Match Amount Required:	$	0.00

Research and Development (R&D) ☐ Y ☒ N

Federal Budget Period:
December 1, 2022 through November 30,2023
Federal Project Period:
December 1, 2022 through November 30,2027

FOR AGENCY USE, ONLY

Source of Funds:	**% Funds:**	**CFDA:**	**FAIN:**	**Federal Grant #:**	**Grant Award Date by Federal Agency:**
Centers for Disease Control and Prevention Strengthening and Sustaining Nevada's Public Health Infrastructure. Affected locations: Nevada (without Clark County)	100%	93.967	NE11OE000076	1 NE11OE000076-01-00	11/29/2022

Agency Approved Indirect Rate: N/A

Subrecipient Approved Indirect Rate: 8%

Terms and Conditions:
In accepting these grant funds, it is understood that:
1. This award is subject to the availability of appropriate funds.
2. Expenditures must comply with any statutory guidelines, the DHHS Grant Instructions and Requirements, and the State Administrative Manual.
3. Expenditures must be consistent with the narrative, goals and objectives, and budget as approved and documented
4. Subrecipient must comply with all applicable Federal regulations
5. Quarterly progress reports are due by the 30th of each month following the end of the quarter, unless specific exceptions are provided in writing by the grant administrator.
6. Financial Status Reports and Requests for Funds must be submitted monthly, unless specific exceptions are provided in writing by the grant administrator.

Incorporated Documents:
Section A: Grant Conditions and Assurances;
Section B: Description of Services, Scope of Work and Deliverables;
Section C: Budget and Financial Reporting Requirements;
Section D: Request for Reimbursement;
Section E: Audit Information Request;
Section F: Current/Former State Employee Disclaimer;
Section G: DHHS Business Associate Addendum; and

Name	Signature	Date
~~Shayla Holmes~~ ~~Director~~ David Hockaday Chairman, Lyon County BOCC		
Julia Peek Deputy Administrator		
for Cody Phinney Administrator, DPBH		

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD

SECTION A
GRANT CONDITIONS AND ASSURANCES

General Conditions

1. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Department of Health and Human Services (hereafter referred to as "Department") shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent entity.

2. The Subrecipient shall hold harmless, defend and indemnify the Department from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

3. The Department or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the Department or Subrecipient from its obligations under this Agreement.

    - The Department may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the Department and Subrecipient.

4. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Work in Section B may only be undertaken with the prior approval of the Department. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, reports, or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Department, become the property of the Department, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

    - The Department may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Department may declare the Subrecipient ineligible for any further participation in the Department's grant agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Department may withhold funding.

Grant Assurances

A signature on the cover page of this packet indicates that the applicant is capable of and agrees to meet the following requirements, and that all information contained in this proposal is true and correct.

1. Adopt and maintain a system of internal controls which results in the fiscal integrity and stability of the organization, including the use of Generally Accepted Accounting Principles (GAAP).

2. Compliance with state insurance requirements for general, professional, and automobile liability; workers' compensation and employer's liability; and, if advance funds are required, commercial crime insurance.

3. These grant funds will not be used to supplant existing financial support for current programs.

4. No portion of these grant funds will be subcontracted without prior written approval unless expressly identified in the grant agreement.

5. Compliance with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

6. Compliance with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.

7. Compliance with Title 2 of the Code of Federal Regulations (CFR) and any guidance in effect from the Office of Management and Budget (OMB) related (but not limited to) audit requirements for grantees that expend $750,000 or more in Federal awards during the grantee's fiscal year must have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. **To acknowledge this requirement, Section E of this notice of subaward must be completed.**

8. Compliance with the Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

9. Certification that neither the Subrecipient 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 regulations

implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211).

10. No funding associated with this grant will be used for lobbying.

11. Disclosure of any existing or potential conflicts of interest relative to the performance of services resulting from this grant award.

12. Provision of a work environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed.

13. An organization receiving grant funds through the Department of Health and Human Services shall not use grant funds for any activity related to the following:

    - Any attempt to influence the outcome of any federal, state or local election, referendum, initiative or similar procedure, through in-kind or cash contributions, endorsements, publicity or a similar activity.

    - Establishing, administering, contributing to or paying the expenses of a political party, campaign, political action committee or other organization established for the purpose of influencing the outcome of an election, referendum, initiative or similar procedure.

    - Any attempt to influence:
        - The introduction or formulation of federal, state or local legislation; or
        - The enactment or modification of any pending federal, state or local legislation, through communication with any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation, including, without limitation, efforts to influence State or local officials to engage in a similar lobbying activity, or through communication with any governmental official or employee in connection with a decision to sign or veto enrolled legislation.
    - Any attempt to influence the introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity through communication with any officer or employee of the United States Government, the State of Nevada or a local governmental entity, including, without limitation, efforts to influence state or local officials to engage in a similar lobbying activity.

    - Any attempt to influence:
        - The introduction or formulation of federal, state or local legislation;
        - The enactment or modification of any pending federal, state or local legislation; or
        - The introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity**, by preparing, distributing or using** publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.

    - Legislative liaison activities, including, without limitation, attendance at legislative sessions or committee hearings, gathering information regarding legislation and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.

    - Executive branch liaison activities, including, without limitation, attendance at hearings, gathering information regarding a rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity and analyzing the effect of the rule, regulation, executive order, program, policy or position, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.

14. An organization receiving grant funds through the Department of Health and Human Services may, to the extent and in the manner authorized in its grant, use grant funds for any activity directly related to educating persons in a nonpartisan manner by providing factual information in a manner that is:

    - Made in a speech, article, publication, or other material that is distributed and made available to the public, or through radio, television, cable television or other medium of mass communication; and

    - Not specifically directed at:
        - Any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation;
        - Any governmental official or employee who is or could be involved in a decision to sign or veto enrolled legislation; or
        - Any officer or employee of the United States Government, the State of Nevada or a local governmental entity who is involved in introducing, formulating, modifying or enacting a Federal, State or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity.

This provision does not prohibit a subrecipient or an applicant for a grant from providing information that is directly related to the grant or the application for the grant to the granting agency.

To comply with reporting requirements of the Federal Funding and Accountability Transparency Act (FFATA), the sub-grantee agrees to provide the Department with copies of all contracts, sub-grants, and or amendments to either such documents, which are funded by funds allotted in this agreement.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

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SECTION B

Description of Services, Scope of Work and Deliverables

Lyon County Human Services, hereinafter referred to as Subrecipient, agrees to provide the following services and reports according to the identified timeframes:

Scope of Work for Lyon County Human Services

Goal 1: Understand the context for a Quad County Health District

Objective	Activities	Due Date	Documentation Needed
1. Hold key informant interviews with relevant individuals in each of the four counties, e.g., county manager, health and human service agency leaders, and elected officials to gain perspectives on: a. Goals and expectations for a health district. b. Services and resources currently offered. c. Partners and stakeholders engaged in promoting and protecting health. d. Context and history relevant to a new agency, including current and previous resource sharing arrangements as well as previous partnerships and relationships with the other counties.	1. Review the recently published Quad County Regional Community Health Needs Assessment. 2. Review the County Health Rankings for each of the four counties. 3. Hold key informant interviews with Washoe Health District, Southern Nevada Health District, and University of Nevada, Reno staff establishing the new Central Nevada Health District to understand their organizational structure and functions; challenges and facilitators to providing services across different jurisdictions; and advice for the creation of a new health district. 4. Hold key informant interview with the NV DPBH deputy administrator for community health services to understand the relationship between the state and health districts; how a new health district aligns with the agency's goals and objectives; how best to keep the state apprised of progress with the feasibility study; and advice for the creation of a new health district. 5. Review NRS: Chapter 439 and keep abreast of the legislative activities when it is opened during the 2023 legislative session. 6. Research the state's activities shared with the 21st Century Learning Community (21C) and any other relevant efforts to transform and improve the state's governmental public health structure and function.	9/12/23 9/12/23 12/21/23 11/30/23 9/12/23 9/12/23	1. Quarterly reports and supporting materials and documentation that displays the progress, barriers and potential challenges in all listed activities.

Goal 2: Establish and staff a steering committee

Objective	Activities	Due Date	Documentation Needed
1. The steering committee would comprise the health lead from each county.	1. Determine the steering committee composition at the direction of the client. 2. Draft a committee charter. 3. Prepare for/hold meetings monthly meetings a. Develop meeting agendas and background materials; facilitate meetings; and generate meeting summaries. Topics will include (but are not limited to): i. Additional key informant interviewees and structure of interviews ii. Internal communications and external communication plan iii. Change management and a change management iv. Operational issues, including governance, human resources, administrative functions, facilities, data sharing and information technology, financing, facilities, and legal considerations. v. Performance measures for a new health district. 4. Hold 1:1 meetings with steering committee members as needed to follow up on specific issues, solicit additional information, etc.	10/10/23 9/19/23 11/1/23 6/22/24	1. Quarterly reports and supporting materials and documentation that displays the progress, barriers and potential challenges in all listed activities (i.e., meeting agendas, communication plans, etc.)

Goal 3: Develop and implement a communication plan

Objective	Activities	Due Date	Documentation Needed
1. Communicating with key stakeholders and the public about the possibility of a new health district is important for several reasons, including obtaining buy-in from key partners, adhering to the principle of transparency in government, and rumor control.	1) Draft plan/approval by committee a) Coach steering committee members on change management. b) Identify everyone who should be included in a change management effort. 2) Plan approved by the steering committee. 3) Implement plan a) Hold at least one in-person meeting with potentially affected staff (at the outset of the study). b) Establish routine communications with relevant updates and ensure that all staff receive identical information at the same time.	10/3/23 11/18/23 6/22/24	1. Quarterly reports and supporting materials and documentation that displays the progress, barriers and potential challenges in all listed activities (i.e. meeting agendas, communication plans, etc.)

Goal 4: Develop and implement change management plan

Objective	Activities	Due Date	Documentation Needed
1. Change management refers to the people side of change.	1) Draft plan/approval by committee a) Coach steering committee members on change management. b) Identify everyone who should be included in a change management effort. 2) Plan approved by steering committee. 3) Implementation plan a) Hold at least one in-person meeting with potentially affected staff (at the outset of the study). b) Establish routine communications with relevant updates and ensure that all staff receive identical information at the same time.	10/3/23 11/18/23 6/22/24	1. Quarterly reports and supporting materials and documentation that displays the progress, barriers and potential challenges in all listed activities (i.e. meeting agendas, communication plans, etc.)

Goal 5: Develop a conceptual feasibility report

Objective	Activities	Due Date	Documentation Needed
1) A conceptual feasibility report will be shared with the steering committee early in the process.	1. Write/share report with steering committee. This report will summarize the information from the first round of key informant interviews and will serve to highlight any issues to address and strategies to implement for the purposes of the operational feasibility study.	2/15/24	1. Quarterly reports and supporting materials and documentation that displays the progress, barriers and potential challenges in all listed activities (i.e. meeting agendas, communication plans, etc.)

Goal 6: Produce and share a comprehensive feasibility study

Objective	Activities	Due Date	Documentation Needed
The final product of this work is to produce and share a comprehensive feasibility study.	1. Hold routine meetings with client. 2. Routinely provide updates to NV DPBH 3. Draft study background sections a. Background on governmental public health in Nevada, including statutory requirements and transformation efforts. b. Public health issues of concern in the quad counties (including those identified in the Quad County Health Assessment and the County Health Rankings). c. At least two different models that include: i. Services and functions. ii. Administrative duties and responsibilities. iii. Organizational chart and job descriptions. iv. Facility sizes, locations, and staffing patterns. v. Benefits and drawbacks. 4. Draft models and budgets a. Budgets associated with each model that include: i. Anticipated costs. ii. Anticipated revenues. iii. Options for cost allocation among the quad counties. 5. Present draft study to steering committee 6. Present/support presentation of study in public meetings	6/22/24 6/22/24 3/17/24 5/1/24 5/16/24 Ongoing-6/22/24	1. Quarterly reports and supporting materials and documentation that displays the progress, barriers and potential challenges in all listed activities (i.e., meeting agendas, communication plans, etc.)

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

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SECTION C

Budget and Financial Reporting Requirements

Identify the source of funding on all printed documents purchased or produced within the scope of this subaward, using a statement similar to: "This publication (journal, article, etc.) was supported by the Nevada State Department of Health and Human Services through Grant Number 1 NE11OE000076-01-00 from Centers for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department nor Centers for Disease Control and Prevention."

Any activities performed under this subaward shall acknowledge the funding was provided through the Department by Grant Number 1 NE11OE000076-01-00 from Centers for Disease Control and Prevention.

Subrecipient agrees to adhere to the following budget:

BUDGET NARRATIVE-SFY24

Contractual/Contractual and all Pass-thru Subawards					**Total:**	**$98,710.84**
Name of Contractor: **Gorenflo Consulting, Inc.**		**Total**	**$98,304.84**			
Method of Selection: Sole source						
Period of Performance: July 1, 2023 – November 30,2024						
Scope of Work: Development of the feasibility study to best understand the contract for a quad county health district, establish a staff steering committee that will provide oversight to the study, develop and implement a communication plan, develop and implement a change management plan for the effort, develop a feasibility report and produce and share comprehensive feasibility study.						
* Sole Source Justification: It was a sole source contract as Gorenflo Consulting, Inc. did the previous work to build the infrastructure between Douglas and Carson and this is a continuation of that work.						
Budget						
Personnel			$84,550.00			
Travel			$13,754.84			
Total Budget			$98,304.84			
Method of Accountability: Define - The contractor will develop reports, maintain consistent communication with Lyon County Human Services on their progress in developing and executing the scope of work, and will provide appropriate documentation displaying the activities listed in the scope of work.						
TOTAL DIRECT CHARGES						**$ 98,304.84**
Indirect Charges				**Indirect Rate:**	**8.000%**	**$7,864.39**
Indirect Methodology: Indirect Methodology: Indirect Charges are calculated as 8% of the direct charges.						
TOTAL BUDGET					**Total:**	**$106,169.23**

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Applicant Name: Lyon County Human Services

Form 2

PROPOSED BUDGET SUMMARY

A. PATTERN BOXES ARE FORMULA DRIVEN - DO NOT OVERRIDE - SEE INSTRUCTIONS

FUNDING SOURCES	***Public Health Infrastructure***	Other Funding	Other Funding	Other Funding	Other Funding	Other Funding	Other Funding	Program Income	TOTAL
SECURED									
ENTER TOTAL REQUEST	$106,169.23	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$106,169.23

EXPENSE CATEGORY

Personnel	$0								$0
Travel	$0								$0
Operating	$0								$0
Equipment	$0								$0
Contractual/Consultant	$98,304.84								$98,304.84
Training	$0								$0
Other Expenses	$0								$0
Indirect	$7,864.39								$7,864.39

TOTAL EXPENSE	$106,169.23	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$106,169.23
These boxes should equal 0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Total Indirect Cost	$7,864.39

Total Agency Budget	$106,169.23
Percent of Subrecipient Budget	#DIV/0!

B. Explain any items noted as pending:

C. Program Income Calculation:

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- Department of Health and Human Services policy allows no more than 10% flexibility of the total not to exceed amount of the subaward, within the approved Scope of Work/Budget. Subrecipient will obtain written permission to redistribute funds within categories. **Note: the redistribution cannot alter the total not to exceed amount of the subaward. Modifications in excess of 10% require a formal amendment.**

- Equipment purchased with these funds belongs to the federal program from which this funding was appropriated and shall be returned to the program upon termination of this agreement.

- Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. It is the Policy of the Board of Examiners to restrict contractors/ Subrecipients to the same rates and procedures allowed State Employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).

The Subrecipient agrees:
To request reimbursement according to the schedule specified below for the actual expenses incurred related to the Scope of Work during the subaward period.

- Total reimbursement through this subaward will not exceed $106,169.23;
- Requests for Reimbursement will be accompanied by supporting documentation, including a line-item description of expenses incurred;
- Additional expenditure detail will be provided upon request from the Department.

Additionally, the Subrecipient agrees to provide:

- A complete financial accounting of all expenditures to the Department within 30 days of the CLOSE OF THE SUBAWARD PERIOD. Any un-obligated funds shall be returned to the Department at that time, or if not already requested, shall be deducted from the final award.
- Any work performed after the BUDGET PERIOD will not be reimbursed.
- If a Request for Reimbursement (RFR) is received after the 45-day closing period, the Department may not be able to provide reimbursement.
- If a credit is owed to the Department after the 45-day closing period, the funds must be returned to the Department within 30 days of identification.

The Department agrees:
- The Department reserves the right to hold reimbursement under this subaward until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the Department.

Both parties agree:
- The Subrecipient will, in the performance of the Scope of Work specified in this subaward, perform functions and/or activities that could involve confidential information; therefore, the Subrecipient is requested to fill out Section G, which is specific to this subaward, and will be in effect for the term of this subaward.
- All reports of expenditures and requests for reimbursement processed by the Department are SUBJECT TO AUDIT.
- This subaward agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subaward, provided the termination shall not be effective until 30 days after a party has served written notice upon the other party. This agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason the Department, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

Financial Reporting Requirements
- A Request for Reimbursement is due on a quarterly basis, based on the terms of the subaward agreement, no later than the 15th of the month.
- Reimbursement is based on actual expenditures incurred during the period being reported.
- Payment will not be processed without all reporting being current.
- Reimbursement may only be claimed for expenditures approved within the Notice of Subaward.

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SECTION D

Agency Ref. #: **SG 26174**
Budget Account: 3223
GL: 8511
Draw #:

Request for Reimbursement

Program Name: Office of Public Health Infrastructure and Improvement Andrea Rivers, Agency Manager, arivers@health.nv.gov	**Subrecipient Name:** Lyon County Human Services Shayla Holmes, Director, sholmes@lyon-county.org
Address: 4150 Technology Way, Suite #300 Carson City, NV 89706-2009	**Address:** 620 Lake Avenue Silver Springs, NV 89429
Subaward Period: July 1, 2023 through November 30, 2024	**Subrecipient's:** **EIN:** 88-6000097 **Vendor #:** T40156600AA

FINANCIAL REPORT AND REQUEST FOR REIMBURSEMENT

(must be accompanied by expenditure report/back-up)

Month(s) **Calendar year**

Approved Budget Category	A Approved Budget	B Total Prior Requests	C Current Request	D Year to Date Total	E Budget Balance	F Percent Expended
1. Personnel	$0.00	$0.00	$0.00	$0.00	$0.00	-
2. Travel	$0.00	$0.00	$0.00	$0.00	$0.00	-
3. Operating	$0.00	$0.00	$0.00	$0.00	$0.00	-
4. Equipment	$0.00	$0.00	$0.00	$0.00	$0.00	-
5. Contractual/Consultant	$98,304.84	$0.00	$0.00	$0.00	$98,304.84	0.0%
6. Training	$0.00	$0.00	$0.00	$0.00	$0.00	-
7. Other	$0.00	$0.00	$0.00	$0.00	$0.00	-
8. Indirect	$7,864.39	$0.00	$0.00	$0.00	$7,864.39	0.0%
Total	**$106,169.23**	**$0.00**	**$0.00**	**$0.00**	**$106,169.23**	0.0%

MATCH REPORTING	Approved Match Budget	Total Prior Reported Match	Current Match Reported	Year to Date Total	Match Balance	Percent Completed
INSERT MONTH/QUARTER	$0.00	$0.00	$0.00	$0.00	$0.00	-

I, a duty authorized signatory for the applicant, certify to the best of my knowledge and belief that this report is true, complete and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the grant award; and that the amount of this request is not in excess of current needs or, cumulatively for the grant term, in excess of the total approved grant award. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise. I verify that the cost allocation and backup documentation attached is correct.

Authorized Signature Title Date

FOR Department USE ONLY

Is program contact required? ____ Yes _____ No Contact Person: _____

Reason for contact: _____

Fiscal review/approval date: _____

Scope of Work review/approval date: _____

Chief (as required): _____ _____
Date

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SECTION E

Audit Information Request

1. Non-Federal entities that **expend** $750,000.00 or more in total federal awards are required to have a single or program-specific audit conducted for that year, in accordance with 2 CFR § 200.501(a).
2. Did your organization expend $750,000 or more in all federal awards during your organization's most recent fiscal year? ☑ YES ☐ NO
3. When does your organization's fiscal year end? June 30
4. What is the official name of your organization? Lyon County Human Services
5. How often is your organization audited? Annually
6. When was your last audit performed? November 2022
7. What time-period did your last audit cover? July 1, 2021 - June 30, 2022
8. Which accounting firm conducted your last audit? Sciarani & Co.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

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SECTION F

Current or Former State Employee Disclaimer

For the purpose of State compliance with NRS 333.705, subrecipient represents and warrants that if subrecipient, or any employee of subrecipient who will be performing services under this subaward, is a current employee of the State or was employed by the State within the preceding 24 months, subrecipient has disclosed the identity of such persons, and the services that each such person will perform, to the issuing Agency. Subrecipient agrees they will not utilize any of its employees who are Current State Employees or Former State Employees to perform services under this subaward without first notifying the Agency and receiving from the Agency approval for the use of such persons. This prohibition applies equally to any subcontractors that may be used to perform the requirements of the subaward.

The provisions of this section do not apply to the employment of a former employee of an agency of this State who is <u>not</u> receiving retirement benefits under the Public Employees' Retirement System (PERS) during the duration of the subaward.

Are any current or former employees of the State of Nevada assigned to perform work on this subaward?

YES ☐ If "YES", list the names of any current or former employees of the State and the services that each person will perform.

NO ☑ Subrecipient agrees that if a current or former state employee is assigned to perform work on this subaward at any point after execution of this agreement, they must receive prior approval from the Department.

Name	Services

Subrecipient agrees that any employees listed cannot perform work until approval has been given from the Department.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

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SECTION G

Business Associate Addendum

BETWEEN

Nevada Department of Health and Human Services

Hereinafter referred to as the "Covered Entity"

and

Lyon County Human Services

Hereinafter referred to as the "Business Associate"

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

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

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

WHEREAS, the HIPAA Regulations, the HITECH Act, the Privacy Rule and the Security Rule require the Covered Entity to enter into an agreement containing specific requirements of the Business Associate prior to the disclosure of protected health information, as set forth in, but not limited to, 45 CFR Parts 160 & 164 and Public Law 111-5.

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

I. DEFINITIONS. The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

1. **Breach** means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of the protected health information. The full definition of breach can be found in 42 USC 17921 and 45 CFR 164.402.
2. **Business Associate** shall mean the name of the organization or entity listed above and shall have the meaning given to the term under the Privacy and Security Rule and the HITECH Act. For full definition refer to 45 CFR 160.103.
3. **CFR** stands for the Code of Federal Regulations.
4. **Agreement** shall refer to this Addendum and that particular agreement to which this Addendum is made a part.
5. **Covered Entity** shall mean the name of the Department listed above and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to 45 CFR 160.103.
6. **Designated Record Set** means a group of records that includes protected health information and is maintained by or for a covered entity or the Business Associate that includes, but is not limited to, medical, billing, enrollment, payment, claims adjudication, and case or medical management records. Refer to 45 CFR 164.501 for the complete definition.
7. **Disclosure** means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information as defined in 45 CFR 160.103.
8. **Electronic Protected Health Information** means individually identifiable health information transmitted by electronic media or maintained in electronic media as set forth under 45 CFR 160.103.
9. **Electronic Health Record** means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. Refer to 42 USC 17921.
10. **Health Care Operations** shall have the meaning given to the term under the Privacy Rule at 45 CFR 164.501.
11. **Individual** means the person who is the subject of protected health information and is defined in 45 CFR 160.103.
12. **Individually Identifiable Health Information** means health information, in any form or medium, including demographic information collected from an individual, that is created or received by a covered entity or a business associate of the covered entity and relates to the past, present, or future care of the individual. Individually identifiable health information is information that identifies the individual directly or there is a reasonable basis to believe the information can be used to identify the individual. Refer to 45 CFR 160.103.
13. **Parties** shall mean the Business Associate and the Covered Entity.
14. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 CFR Parts 160 and 164, Subparts A, D and E.
15. **Protected Health Information** means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. Refer to 45 CFR 160.103 for the complete definition.

16. **Required by Law** means a mandate contained in law that compels an entity to make a use or disclosure of protected health information and that is enforceable in a court of law. This includes but is not limited to: court orders and court-ordered warrants; subpoenas, or summons issued by a court; and statues or regulations that require the provision of information if payment is sought under a government program providing public benefits. For the complete definition refer to 45 CFR 164.103.
17. **Secretary** shall mean the Secretary of the federal Department of Health and Human Services (HHS) or the Secretary's designee.
18. **Security Rule** shall mean the HIPAA regulation that is codified at 45 CFR Parts 160 and 164 Subparts A and C.
19. **Unsecured Protected Health Information** means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued in Public Law 111-5. Refer to 42 USC 17932 and 45 CFR 164.402.
20. **USC** stands for the United States Code.

II. OBLIGATIONS OF THE BUSINESS ASSOCIATE.

1. **Access to Protected Health Information.** The Business Associate will provide, as directed by the Covered Entity, an individual or the Covered Entity access to inspect or obtain a copy of protected health information about the Individual that is maintained in a designated record set by the Business Associate or, its agents or subcontractors, in order to meet the requirements of the Privacy Rule, including, but not limited to 45 CFR 164.524 and 164.504(e) (2) (ii) (E). If the Business Associate maintains an electronic health record, the Business Associate or, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to 42 USC 17935.
2. **Access to Records.** The Business Associate shall make its internal practices, books and records relating to the use and disclosure of protected health information available to the Covered Entity and to the Secretary for purposes of determining Business Associate's compliance with the Privacy and Security Rule in accordance with 45 CFR 164.504(e)(2)(ii)(H).
3. **Accounting of Disclosures.** Promptly, upon request by the Covered Entity or individual for an accounting of disclosures, the Business Associate and its agents or subcontractors shall make available to the Covered Entity or the individual information required to provide an accounting of disclosures in accordance with 45 CFR 164.528, and the HITECH Act, including, but not limited to 42 USC 17935. The accounting of disclosures, whether electronic or other media, must include the requirements as outlined under 45 CFR 164.528(b).
4. **Agents and Subcontractors.** The Business Associate must ensure all agents and subcontractors to whom it provides protected health information agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to all protected health information accessed, maintained, created, retained, modified, recorded, stored, destroyed, or otherwise held, transmitted, used or disclosed by the agent or subcontractor. The Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under 45 CFR 164.530(f) and 164.530(e)(1).
5. **Amendment of Protected Health Information.** The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the Business Associate or, its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of the Privacy Rule, including, but not limited to, 45 CFR 164.526.
6. **Audits, Investigations, and Enforcement.** The Business Associate must notify the Covered Entity immediately upon learning the Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency. The Business Associate shall provide the Covered Entity with a copy of any protected health information that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently with providing such information to the Secretary or other federal or state oversight agency. The Business Associate and individuals associated with the Business Associate are solely responsible for all civil and criminal penalties assessed as a result of an audit, breach, or violation of HIPAA or HITECH laws or regulations. Reference 42 USC 17937.
7. **Breach or Other Improper Access, Use or Disclosure Reporting.** The Business Associate must report to the Covered Entity, in writing, any access, use or disclosure of protected health information not permitted by the agreement, Addendum or the Privacy and Security Rules. The Covered Entity must be notified immediately upon discovery or the first day such breach or suspected breach is known to the Business Associate or by exercising reasonable diligence would have been known by the Business Associate in accordance with 45 CFR 164.410, 164.504(e)(2)(ii)(C) and 164.308(b) and 42 USC 17921. The Business Associate must report any improper access, use or disclosure of protected health information by: The Business Associate or its agents or subcontractors. In the event of a breach or suspected breach of protected health information, the report to the Covered Entity must be in writing and include the following: a brief description of the incident; the date of the incident; the date the incident was discovered by the Business Associate; a thorough description of the unsecured protected health information that was involved in the incident; the number of individuals whose protected health information was involved in the incident; and the steps the Business Associate is taking to investigate the incident and to protect against further incidents. The Covered Entity will determine if a breach of unsecured protected health information has occurred and will notify the Business Associate of the determination. If a breach of unsecured protected health information is determined, the Business Associate must take prompt corrective action to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately.
8. **Breach Notification Requirements.** If the Covered Entity determines a breach of unsecured protected health information by the Business Associate has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with 42 USC 17932 and 45 CFR 164.404 through 164.406. The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media, when necessary, as specified in 45 CFR 164.404 and 45 CFR 164.406 has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others as well as costs associated with mitigating future breaches. The Business Associate must notify the Secretary of all breaches in accordance with 45 CFR 164.408 and must provide the Covered Entity with a copy of all notifications made to the Secretary.
9. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 USC 17934, if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Contract or Addendum, the Business Associate must immediately report the problem to the Secretary.
10. **Data Ownership.** The Business Associate acknowledges that the Business Associate or its agents or subcontractors have no ownership rights with respect to the protected health information it accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses.
11. **Litigation or Administrative Proceedings.** The Business Associate shall make itself, any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations under the agreement or Addendum, available to the Covered Entity, at no cost

to the Covered Entity, to testify as witnesses, or otherwise, in the event litigation or administrative proceedings are commenced against the Covered Entity, its administrators or workforce members upon a claimed violation of HIPAA, the Privacy and Security Rule, the HITECH Act, or other laws relating to security and privacy.

12. **Minimum Necessary.** The Business Associate and its agents and subcontractors shall request, use and disclose only the minimum amount of protected health information necessary to accomplish the purpose of the request, use or disclosure in accordance with 42 USC 17935 and 45 CFR 164.514(d)(3).
13. **Policies and Procedures.** The Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA and the HITECH Act as described in 45 CFR 164.316 and 42 USC 17931.
14. **Privacy and Security Officer(s).** The Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include: monitoring the Privacy and Security compliance of the Business Associate; development and implementation of the Business Associate's HIPAA Privacy and Security policies and procedures; establishment of Privacy and Security training programs; and development and implementation of an incident risk assessment and response plan in the event the Business Associate sustains a breach or suspected breach of protected health information.
15. **Safeguards.** The Business Associate must implement safeguards as necessary to protect the confidentiality, integrity, and availability of the protected health information the Business Associate accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses on behalf of the Covered Entity. Safeguards must include administrative safeguards (e.g., risk analysis and designation of security official), physical safeguards (e.g., facility access controls and workstation security), and technical safeguards (e.g., access controls and audit controls) to the confidentiality, integrity and availability of the protected health information, in accordance with 45 CFR 164.308, 164.310, 164.312, 164.316 and 164.504(e)(2)(ii)(B). Sections 164.308, 164.310 and 164.312 of the CFR apply to the Business Associate of the Covered Entity in the same manner that such sections apply to the Covered Entity. Technical safeguards must meet the standards set forth by the guidelines of the National Institute of Standards and Technology (NIST). The Business Associate agrees to only use or disclose protected health information as provided for by the agreement and Addendum and to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate, of a use or disclosure, in violation of the requirements of this Addendum as outlined under 45 CFR 164.530(e)(2)(f).
16. **Training.** The Business Associate must train all members of its workforce on the policies and procedures associated with safeguarding protected health information. This includes, at a minimum, training that covers the technical, physical and administrative safeguards needed to prevent inappropriate uses or disclosures of protected health information; training to prevent any intentional or unintentional use or disclosure that is a violation of HIPAA regulations at 45 CFR 160 and 164 and Public Law 111-5; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of protected health information. Workforce training of new employees must be completed within 30 days of the date of hire and all employees must be trained at least annually. The Business Associate must maintain written records for a period of six years. These records must document each employee that received training and the date the training was provided or received.
17. **Use and Disclosure of Protected Health Information.** The Business Associate must not use or further disclose protected health information other than as permitted or required by the agreement or as required by law. The Business Associate must not use or further disclose protected health information in a manner that would violate the requirements of the HIPAA Privacy and Security Rule and the HITECH Act.

III. PERMITTED AND PROHIBITED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE. The Business Associate agrees to these general use and disclosure provisions:

1. **Permitted Uses and Disclosures:**
   a. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the agreement, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rule or the HITECH Act, if done by the Covered Entity in accordance with 45 CFR 164.504(e) (2) (i) and 42 USC 17935 and 17936.
   b. Except as otherwise limited by this Addendum, the Business Associate may use or disclose protected health information received by the Business Associate in its capacity as a Business Associate of the Covered Entity, as necessary, for the proper management and administration of the Business Associate, to carry out the legal responsibilities of the Business Associate, as required by law or for data aggregation purposes in accordance with 45 CFR 164.504(e)(2)(A), 164.504(e)(4)(i)(A), and 164.504(e)(2)(i)(B).
   c. Except as otherwise limited in this Addendum, if the Business Associate discloses protected health information to a third party, the Business Associate must obtain, prior to making any such disclosure, reasonable written assurances from the third party that such protected health information will be held confidential pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to the third party. The written agreement from the third party must include requirements to immediately notify the Business Associate of any breaches of confidentiality of protected health information to the extent it has obtained knowledge of such breach. Refer to 45 CFR 164.502 and 164.504 and 42 USC 17934.
   d. The Business Associate may use or disclose protected health information to report violations of law to appropriate federal and state authorities, consistent with 45 CFR 164.502(j)(1).

2. **Prohibited Uses and Disclosures:**
   a. Except as otherwise limited in this Addendum, the Business Associate shall not disclose protected health information to a health plan for payment or health care operations purposes if the patient has required this special restriction and has paid out of pocket in full for the health care item or service to which the protected health information relates in accordance with 42 USC 17935.
   b. The Business Associate shall not directly or indirectly receive remuneration in exchange for any protected health information, as specified by 42 USC 17935, unless the Covered Entity obtained a valid authorization, in accordance with 45 CFR 164.508 that includes a specification that protected health information can be exchanged for remuneration.

IV. OBLIGATIONS OF COVERED ENTITY

1. The Covered Entity will inform the Business Associate of any limitations in the Covered Entity's Notice of Privacy Practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of protected health information.

2. The Covered Entity will inform the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes may affect the Business Associate's use or disclosure of protected health information.
3. The Covered Entity will inform the Business Associate of any restriction to the use or disclosure of protected health information that the Covered Entity has agreed to in accordance with 45 CFR 164.522 and 42 USC 17935, to the extent that such restriction may affect the Business Associate's use or disclosure of protected health information.
4. Except in the event of lawful data aggregation or management and administrative activities, the Covered Entity shall not request the Business Associate to use or disclose protected health information in any manner that would not be permissible under the HIPAA Privacy and Security Rule and the HITECH Act, if done by the Covered Entity.

V. TERM AND TERMINATION

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

VI. MISCELLANEOUS

1. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time for the Covered Entity to comply with all the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law No. 104-191 and the Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009, Public Law No. 111-5.
2. **Clarification.** This Addendum references the requirements of HIPAA, the HITECH Act, the Privacy Rule and the Security Rule, as well as amendments and/or provisions that are currently in place and any that may be forthcoming.
3. **Indemnification.** Each party will indemnify and hold harmless the other party to this Addendum from and against all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in conjunction with:
   a. Any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Addendum; and
   b. Any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Addendum.
4. **Interpretation.** The provisions of the Addendum shall prevail over any provisions in the agreement that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved to permit the Covered Entity and the Business Associate to comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.
5. **Regulatory Reference.** A reference in this Addendum to a section of the HITECH Act, HIPAA, the Privacy Rule and Security Rule means the sections as in effect or as amended.
6. **Survival**. The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall survive the termination of this Addendum.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 17, 2023

Agenda Item Number: 15.i

Subject: For Possible Action: Accept grant award revision from the State of Nevada Department of Health and Human Services, Aging and Disability Services Division, for de-obligation of FY2023 In-Home Support Services in the amount of $(504.03), for a total grant award of $14,399.97.

Recommendation:

Accept grant award revision from the State of Nevada Department of Health and Human Services, Aging and Disability Services Division, for de-obligation of FY2023 In-Home Support Services in the amount of $(504.03), for a total grant award of $14,399.97.

Summary:

This is a reduction in funding to the In-Home Support Services award of $14,904.00, reducing the total funding amount by $504.03, for an overall FY23 grant fund in the amount of $14,399.97.

The In-Home Support Services grant is intended to provide home safety, modification, and repair services to individuals, 60 years of age and older or with a disability, who are unable to perform these services without assistance.

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:

FY23 In-Home Support Services Grant De-obligation Grant Amendment 1

State of Nevada
Department of Health and Human Services
Aging and Disability Services Division

Agency Ref. #:	**11-001-37-LX-23**
Budget Account:	3140
Category:	14
GL:	8580
Job Number:	N/A

SUBAWARD AMENDMENT #1

Program Name:	**Subrecipient's Name:**
ADSD Planning, Advocacy and Community Services (PAC) Unit Grants Management Contact Name: Shawna Eggleston / Shawna@adsd.nv.gov	Lyon County Contact Name: Dave Hockaday, County Commission Board Chair / dhockaday@lyon-county.org
Address: 3208 Goni Road, #I-181 Carson City, NV 89706	**Address:** 27 South Main Street Yerington, NV 89447-2571
Subaward Period: 07/01/2022 - 06/30/2023	**Amendment Effective Date:** Upon approval by all parties.

This amendment reflects a change to:

☐ Scope of Work ☐ Term ☒ Budget

Reason for Amendment: De-obligation of unspent funds.

Required Changes:

Current Language: Total reimbursement through this subaward will not exceed $14,904.00. See Sections C and H of the original subaward.

Amended Language: Total reimbursement through this subaward will not exceed $14,399.97. See attached Sections C and H **revised on 07/18/2023.**

Approved Budget Categories	Current Budget	Amended Adjustments	Revised Budget
1. Personnel	$0.00	$0.00	$0.00
2. Travel	$0.00	$0.00	$0.00
3. Operating	$0.00	$0.00	$0.00
4. Equipment	$0.00	$0.00	$0.00
5. Contractual/Consultant	$14,904.00	($504.03)	$14,399.97
6. Training	$0.00	$0.00	$0.00
7. Other	$0.00	$0.00	$0.00
TOTAL DIRECT COSTS	$14,904.00	($504.03)	$14,399.97
8. Indirect Costs	$0.00	$0.00	$0.00
TOTAL APPROVED BUDGET	$14,904.00	($504.03)	$14,399.97

Incorporated Documents:
Notice of Subaward - State Funding Sheet
Section C: Budget and Financial Reporting Requirements
Section H: Matching Funds Agreement

By signing this Amendment, the undersigned understand this amendment does not alter, in any substantial way, the non-referenced contents of the original subaward and all of its attachments.

Authorized Subrecipient Official's Name, Title:	Signature	Date
Dave Hockaday, County Commission Board Chair -OR- Authorized Signer (Print Name and Title): _____		
Jeffrey S. Duncan, Agency Manager For Dena Schmidt, ADSD Administrator		07/24/2023

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
AGING AND DISABILITY SERVICES DIVISION
NOTICE OF SUBAWARD

NOTICE OF SUBAWARD - STATE FUNDING SHEET

State Award Computation					
Total Obligated by this Action:				$	(504.03)
Cumulative Prior Awards this Budget Period:				$	14,904.00
Total State Funds Awarded to Date:				$	**14,399.97**
Match Required ☒ Y ☐ N					
Amount Required this Action:				$	(76.00)
Amount Required Prior Awards:				$	2,236.00
Total Match Amount Required:				$	**2,160.00**
Research and Development (R&D) ☐ Y ☒ N					
State Budget Period: 07/01/2022 – 06/30/2023					
FOR AGENCY USE ONLY					
Source of Funds:	**% Funds:**	**CFDA:**	**FAIN:**	**FEDERAL GRANT #:**	
Independent Living Grant (ILG). 3140.14	100%	N/A	N/A	N/A	
Federal Grant Award Date by Federal Agency:	N/A				

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
AGING AND DISABILITY SERVICES DIVISION
NOTICE OF SUBAWARD

SECTION C - AMENDED

Budget and Financial Reporting Requirements

Identify the source of funding on all printed documents purchased or produced within the scope of this subaward, using a statement similar to: "This publication (journal, article, etc.) was supported by the Nevada State Department of Health and Human Services through Grant Number 11-001-37-LX-23 from the Aging and Disability Services Division (ADSD). Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department nor ADSD.

Any activities performed under this subaward shall acknowledge the funding was provided through the Department by Grant Number 11-001-37-LX-23 from Aging and Disability Services Division (ADSD).

Subrecipient agrees to adhere to the following budget:

Total reimbursement through this subaward will not exceed $14,399.97 (de-obligation of $504.03). Revised budget unavailable.

Enter Applicant Name: Lyon County Human Services	**Enter Type of Service:** In-home Supports

PROPOSED BUDGET NARRATIVE, FY23 - Social Services and Supports

Contractual	**Total:**	**$14,904.00**
Explain the need and/or purpose for the contractual or consultant service. Identify project workers who are not regular employees of the organization. Include costs of labor, travel, per diem, or other costs. Only include costs for which there is a written agreement or contract. Collaborative projects with multiple partners should expand this category to break out personnel, travel, equipment, etc., for each site. Sub-awards or mini-grants that are a component of a larger project or program may be included here, but require special justification as to the merits of the applicant serving as a "pass-through" entity, and its capacity to do so. Expand rows as needed.		
Enter Name of Contractor, Subrecipient here: DHS-Dynamic Handyman Services		$8,970.00
Method of Selection: Competitive Bid and Sole source selection		
Period of Performance: July 1, 2022 - June 30, 2023		
Scope of Work: Provide handyman services to LCHS clients.		
Sole Source Justification: Only one contractor may be available to provide services to parts of Lyon County.		
Method of Accountability: Case Managers will conduct quality check upon stated completion of services; Rebecca Williams, LCHS Division Manager will provide oversight to outcomes and invoicing.		
Other Justification: Mulitiple contractors will be obtained in order to service all of Lyon County.		
Cost Calculation: Handyman Repairs $90/hour for a total of 65 hours (25-50 households) = $5,850; Handyman Supplies $120/avg. x 26 households = $3,120		
Explain the need and/or purpose for the contractual or consultant service. Identify project workers who are not regular employees of the organization. Include costs of labor, travel, per diem, or other costs. Only include costs for which there is a written agreement or contract. Collaborative projects with multiple partners should expand this category to break out personnel, travel, equipment, etc., for each site. Sub-awards or mini-grants that are a component of a larger project or program may be included here, but require special justification as to the merits of the applicant serving as a "pass-through" entity, and its capacity to do so. Expand rows as needed.		
Enter Name of Contractor, Subrecipient here: Above and Beyond Handyman Services PLLC		$3,630.00
Method of Selection: Competitive Bid and Sole source selection		
Period of Performance: July 1, 2022 - June 30, 2023		
Scope of Work: Provide handyman services to LCHS clients.		
Sole Source Justification: Only one contractor may be available to provide services to parts of Lyon County.		
Method of Accountability: Case Managers will conduct quality check upon stated completion of services; Rebecca Williams, LCHS Division Manager will provide oversight to outcomes and invoicing.		
Other Justification: Mulitiple contractors will be obtained in order to service all of Lyon County.		
Cost Calculation: Handyman Repairs $90/hour for a total of 27 hours (10-20 households) = $2,430; Handyman Supplies $120/avg. x 10 households = $1,200		
Explain the need and/or purpose for the contractual or consultant service. Identify project workers who are not regular employees of the organization. Include costs of labor, travel, per diem, or other costs. Only include costs for which there is a written agreement or contract. Collaborative projects with multiple partners should expand this category to break out personnel, travel, equipment, etc., for each site. Sub-awards or mini-grants that are a component of a larger project or program may be included here, but require special justification as to the merits of the applicant serving as a "pass-through" entity, and its capacity to do so. Expand rows as needed.		
Enter Name of Contractor, Subrecipient here: Shane's Handyman Service (dba Roberson Services)		$2,304.00
Method of Selection: Competitive Bid and Sole source selection		
Period of Performance: July 1, 2022 - June 30, 2023		
Scope of Work: Provide handyman services to LCHS clients.		
Sole Source Justification: Only one contractor may be available to provide services to parts of Lyon County.		
Method of Accountability: Case Managers will conduct quality check upon stated completion of services; Rebecca Williams, LCHS Division Manager will provide oversight to outcomes and invoicing.		
Other Justification: Mulitiple contractors will be obtained in order to service all of Lyon County.		
Cost Calculation: Handyman Repairs $90/hour for a total of 18 hours (7-13 households) = $1,620; Handyman Supplies $120/avg. x 6 households = $720		
If more than one Contractor/Consultant, copy section above and insert here.		

Contractor-Tobias Technical Services ACC 1/18/2023

TOTAL DIRECT PROJECT COSTS	$14,904.00

Administrative Expenses or Federal Indirect Cost Rate (FICR) **Total:**

Administrative expenses and FICR are to be used to help cover expenses that are not easily assignable to a specific program or unit within an organization. These costs are associated with depreciation and use allowances, facility operation and maintenance, general administrative expenses such as accounting, payroll, legal and data processing, and any personnel not providing direct services to the project. If requested, the expenses are limited to the maximum rate listed below, depending on the funding source and existence of an FICR percentage of the direct project costs requested from ADSD. Once a funding source is assigned to an approved subaward, the allowable rate will apply, and a budget revision may be required if excess expenses are included. Administrative expenses do not apply to equipment or fixed-fee subawards or portions of subawards. Reference the Requirements and Procedures for Grant Programs (RPGPs) GR - 20*.

Choose ONE type of rate according to funding source and provide calculation or explanations: **RATE:**

1. State Funding: **8%** (only applies to ADSD's FHN Independent Living Grant (ILG) funding)
2. Federal Funding and Other State Funding: **10%** of Modified Direct Costs
3. Federal Indirect Cost Rate (**FICR**): Identify approved FICR & attach letter to application. In the FICR Calculation cell below, describe how the total indirect amount was calculated based on letter guidance and exceptions. Expand row as needed.

FICR Calculation:
Other Explanations:

TOTAL BUDGET REQUEST	$14,904.00

PROPOSED BUDGET SUMMARY, FY23 - Social Services and Supports

PATTERNED BOXES ARE FORMULA DRIVEN; Enter info in orange cells.

A. FUNDING SOURCES	*ADSD Funds*	MATCH *	[Enter name of Other Funding, if applicable]	[Enter name of Other Funding, if applicable]	[Enter name of Other Funding, if applicable]	[Enter name of Other Funding, if applicable]	[Enter name of Other Funding, if applicable]	TOTAL
PENDING OR SECURED	Pending	Pending						
ENTER TOTAL FUNDING	$14,904.00	$2,236.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,140.00
EXPENSE CATEGORY								
Personnel	$0.00	$2,236.00						$2,236.00
Travel/Training	$0.00	$0.00						$0.00
Operating	$0.00	$0.00						$0.00
Equipment	$0.00	$0.00						$0.00
Contractual/Consultant	$14,904.00	$0.00						$14,904.00
Other Expenses	$0.00	$0.00						$0.00
Indirect	$0.00	$0.00						$0.00
TOTAL EXPENSE	**$14,904.00**	**$2,236.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$17,140.00**
These boxes should equal zero	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

Total Indirect Cost	$0.00
Indirect % of Budget	0.00%

Total Program Budget	$17,140.00
ADSD Percent of Program Budget	87%

B. Comments regarding budget summary, if applicable.

Match and additional Funding Sources do not include In-kind match contributions for Lyon County office space, utilities, insurance, and maintenance; travel expenses, vehicles, insurance, maintenance, and fuel; Information Technology - telephones, cell phones, internet support, and computers; Supplies; Training; Fiscal and Administrative Support, Department Director, Comptroller, and Risk Management.

C. Identify specific source(s) of Match, as applicable, and indicate whether each source of match is Secured or Pending.

Lyon County - Senior Services Division Manager, Senior Services Program Supervisor, and Senior Services Case Manager personnel expense - Pending The County budget is in the review process, however, we anticipate this funding stream to continue.

D. List potential amounts and sources of program income (required); and describe if the project plans to have a sliding fee scale or voluntary contributions.

N/A

- Department of Health and Human Services policy allows no more than 10% flexibility of the total, not to exceed amount of the subaward, within the approved Scope of Work/Budget. Subrecipient will obtain written permission to redistribute funds within categories. **Note: the redistribution cannot alter the total not to exceed amount of the subaward. Modifications in excess of 10% require a formal amendment.**

- Equipment purchased with these funds belongs to the federal or state program from which this funding was appropriated and shall be returned to the program upon termination of this agreement.

- Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. It is the Policy of the Board of Examiners to restrict contractors/ Subrecipients to the same rates and procedures allowed State Employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).

The Subrecipient agrees:

To request reimbursement according to the schedule specified below for the actual expenses incurred related to the Scope of Work during the subaward period.

- Total reimbursement through this subaward will not exceed $14,399.97;
- Requests for Reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred;
- Additional expenditure detail will be provided upon request from the Department.

Additionally, the Subrecipient agrees to provide:

- A complete financial accounting of all expenditures to the Department within 30 days of the CLOSE OF THE SUBAWARD PERIOD. Any un-obligated funds shall be returned to the Department at that time, or if not already requested, shall be deducted from the final award.
- Any work performed after the BUDGET PERIOD will not be reimbursed.
- If a Request for Reimbursement (RFR) is received after the 45-day closing period, the Department may not be able to provide reimbursement.
- If a credit is owed to the Department after the 45-day closing period, the funds must be returned to the Department within 30 days of identification.

The Department agrees:

- Identify specific items Aging and Disability Services Division must provide or accomplish to ensure successful completion of this project, such as:
  - Providing technical assistance, upon request from the Subrecipient;
  - Providing prior approval of reports or documents to be developed;
  - Forwarding a report to another party, i.e. Administration for Community Living (ACL).
- The Department reserves the right to hold reimbursement under this subaward until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the Department.

Both parties agree:

- Aging and Disability Services Division will conduct programmatic and financial monitoring of the project on an annual basis or as determined necessary based on a risk assessment.
- The Subrecipient will, in the performance of the Scope of Work specified in this subaward, perform functions and/or activities that could involve confidential information; therefore, the Subrecipient is requested to fill out Section G, which is specific to this subaward, and will be in effect for the term of this subaward.
- All reports of expenditures and requests for reimbursement processed by the Department are SUBJECT TO AUDIT.
- This subaward agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subaward, provided the termination shall not be effective until 30 days after a party has served written notice upon the other party. This agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason the Department, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

Financial Reporting Requirements

- A Request for Reimbursement is due on a monthly or quarterly basis, based on the terms of the subaward agreement, no later than the 15th of the month.
- Reimbursement is based on actual expenditures incurred during the period being reported.
- Payment will not be processed without all reporting being current.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
AGING AND DISABILITY SERVICES DIVISION
NOTICE OF SUBAWARD

SECTION H - AMENDED

Matching Funds Agreement

This Matching Funds Agreement is entered into between the Nevada Department of Health and Human Services (referred to as "Department") and Lyon County (referred to as "Subrecipient").

Program Name	ADSD / PAC Grants Management	**Subrecipient Name**	Lyon County
Federal Grant Number	N/A	**Subaward Number**	11-001-37-LX-23
Federal Amount	N/A	**Contact Name**	Dave Hockaday, County Commission Board Chair
State Amount	$14,399.97	**Address**	27 South Main Street Yerington, NV 89447-2571
Non-Federal (Match) Amount	$2,160.00		
Total Award	$14,399.97		
Performance Period	07/01/2022 – 06/30/2023		

Under the terms and conditions of this Agreement, the Subrecipient agrees to complete the Project as described in the Description of Services, Scope of Work and Deliverables. Non-Federal (Match) funding is required to be documented and submitted with the Monthly Financial Status and Request for Funds Request and will be verified during subrecipient monitoring.

FINANCIAL SUMMARY FOR MATCHING FUNDS

Total Amount Awarded	**$14,399.97**
Required Match Percentage	**15%**
Total Required Match	**$2,160.00**

Approved Budget Category		Budgeted Match
1	Personnel	$2,160.00
2	Travel	$0.00
3	Operating	$0.00
4	Contract/Consultant	$0.00
5	Training	$0.00
6	Other	$0.00
7	Indirect Costs	$0.00
	Total	**$2,160.00**

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 17, 2023

Agenda Item Number: 16.a

Subject: For Possible Action: Approve Change Order No.2 for the Aspen Creek Rapid Infiltration Basins and 12-Inch Effluent Main Project with Ames Construction to extend the contract duration of the final completion date by 30 calendar days due to equipment delays. (David Bruketta)

Recommendation:

Move to approve Change Order No.2 for the Aspen Creek Rapid Infiltration Basins and 12-Inch Effluent Main Project with Ames Construction to extend the contract duration of the final completion date by 30 calendar days due to equipment delays.

Summary:

This Change Order is a no-cost request to address an extension of contract time only due to equipment delays. The Board of County Commissioners awarded the Aspen Creek RIB Project to Ames Construction (Contractor) on July 7, 2022, for an amount not to exceed $6,167,673.19. The Notice to Proceed was issued on October 3, 2022, with a final completion date of May 1, 2023. On March 16, 2023, the Board of County Commissioners approved Change Order No. 1 to extend the contract's final completion date by 121 days to August 30, 2023, due to supply and shipping order delays. The Contractor may not be able to complete the project by the required date due to equipment delays. This Change Order request extends the time to complete the project by 30 calendar days, which sets the final completion date at September 30, 2023.

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. 2

Date of Issuance:	August 17, 2023	**Effective Date:**	July 31, 2023
Owner:	Lyon County Utilities	**Owner's Contract No.:**	PWP-LY-2022-115
Contractor:	Ames Construction, Inc.	**Contractor's Project No.:**	
Engineer:	DOWL/Farr West Engineering	**Engineer's Project No.:**	2194
Project:	Aspen Creek Rapid Infiltration Basins and 12-Inch Effluent Main	**Contract Name:**	N/A

The Contract is modified as follows upon execution of this Change Order:

Description: This is a no-cost change order to address Contract Times only for the following items:

- Work Change Directive #16 is being issued for the installation of 300 psi Pressure Switch for Pump #3 at the High Head Pump Station. Arrival date of the ordered Pressure Switch may be after the Final Completion Date of August 30th. Therefore, to allow time for the shipping and installation, Final Completion will be extended by 30 days (September 30th). Note, Substantial Completion has occurred by the Contract Time of July 31st and the new facility is operational.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: $ 6,167,673.19	Original Contract Times: Substantial Completion: 180 days Ready for Final Payment: 210 days
Increase/Decrease from previously approved Change Orders No. ___ to No. ___: $ 0.00	Increase/Decrease from previously approved Change Orders No. 1 : Substantial Completion: 121 days Ready for Final Payment: 121 days
Contract Price prior to this Change Order: $ 6,167,673.19	Contract Times prior to this Change Order: Substantial Completion: 301 days (July 31, 2023) Ready for Final Payment: 331 days (August 30, 2023)
Increase/Decrease of this Change Order: $ 0.00	Increase of this Change Order: Substantial Completion: 0 days Ready for Final Payment: 30 days
Contract Price incorporating this Change Order: $ 6,167,673.19	Contract Times with all approved Change Orders: Substantial Completion: 301 days (July 31, 2023) Ready for Final Payment: 361 days (September 30, 2023)

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: 	By:	By:
Damon McAlister (DOWL/Farr West Engineering)	Nick Galletti (Ames Construction)	Dave Hockaday (Lyon County)
Title: Project Engineer	Title: Project Manager	Title: BOCC Chair
Date: August 7, 2023	Date:	Date:

Approved by Funding Agency

By: _____ Date: _____

Title: Krista Wahnefried, CEM (NDEP/OFA)

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 17, 2023

Agenda Item Number: 16.b

Subject: For Possible Action: Approve $17,500 from a budget transfer from contingency to enable the purchase of scheduling software for the Sheriff's Office.

Recommendation:

Approve $17,500 from a budget transfer from contingency to enable the purchase of scheduling software for the Sheriff's Office.

Summary:

The Sheriff's Office is currently using excel spreadsheets in each substation to do their scheduling. A scheduling software would make this process much more efficient. The software would also automatically fill vacant shifts by a phone/email tree and enable shift bidding electronically.

Financial Department Comments:

This was not included in the budget, so it would require a budget transfer from the General Fund contingency.

District Attorney Comments:

County Manager Comments:

Attachments:

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 17, 2023

Agenda Item Number: 16.c

Subject: For Possible Action: Approve the Outdoor Festival Application for Justin and Katie Bryan dba Mudfest, to be held on September 14-17, 2023 at the Lyon County Fairgrounds, Yerington, NV and subject to permit conditions in the Staff Report.

Recommendation:

Approve the Outdoor Festival Application for Justin and Katie Bryan dba Mudfest, to be held on September 14-17, 2023 at the Lyon County Fairgrounds, Yerington, NV and subject to permit conditions in the Staff Report.

Summary:

Late backup will be provided.

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:

LYON COUNTY CLERK/TREASURER

27 South Main Street
Yerington, Nevada 89447
Phone: (775)463-6501
Fax: (775)463-5305

Staci Lindberg
Clerk/Treasurer

#16.C

FESTIVAL SUBMISSION PACKAGE FOR LYON COUNTY BOARD OF COUNTY COMMISSIONERS

REQUEST: Outdoor Festival Application for JBProductionz dba Mud Fest

MEETING DATE: August 17, 2023

APPLICANT/ORGANIZER: Justin Stuart Bryan and Katherine Louise Bryan as managing member of JBProductionz, a Nevada LLC

AREA LOCATION: Yerington

SITE ADDRESS: APN 014-521-27 OWNER: LYON COUNTY (Fairgrounds) (Lyon County)

Master Plan: Public-Quasi Public

Zoning: Lyon Parcel – RR-2 (Second Rural Residential District)

Prepared by: S Lindberg, Lyon County Clerk Treasurer

Request:

JBProductionz dba Mud Fest ("Applicant") has made an application for and is requesting approval of an Outdoor Mud Bogg, Music and Camping Festival which would take place over a 4 day period on lands owned by Lyon County,. The event would take place beginning September 14, 2023, from 12:00PM to September 17, 2023 12:00PM.

A. NARRATIVE OF THE EVENT

4 Day Event – 09/14/2023 – 09/17/2023
450 attendees per day, Approx.
6 Bands
Vendors – expected not disclosed
BYOB – No licensed vendors for service of alcohol

Clerk Notes:

Organizer is a Nevada LLC, and is currently licensed by Lyon County making application for a Mud Bog, Music and Camping Festival. The Event is proposed to be held on properties owned by Lyon County The enclosed Outdoor Festival Application details event management to include; Security, Advance Planning, On-site work and layout, Post event planning as well as public safety agreements for Fire Protection, Water Supply, Facilities, Food Supply, Sanitation Facilities, Medical Facilities, and Traffic Control. The event is planned to be a 24-hour event during at least 3 days of the event.

In addition to the above Applicant states the event organizer will not allow more than 499 people, so the state Mass Gathering Permit is not required. And a General Liability Commercial Insurance Policy with an aggregate amount of $1,000,000.00 with a minimum amount of $2,000,000.00 per occurrence must be in place prior to Applicant's occupancy of properties.

According to application they have 1200 camp units with 4800 people authorized to camp. EC must confirm not more than 450 people will be allowed at any given time.

The Event Coordinator (EC) or designated responsible person shall be available on site at all times during the special event. The EC is responsible for sanitation support services and coordination of food operations. The EC is responsible for listing all vendors providing any type of food and must provide to the health authority and Lyon County prior to the event.

The EC and all vendors must be properly licensed in the State of Nevada and Lyon County prior to the event.

The Event Coordinator must submit all contingencies and or county required information at least 7 days before the event. Incomplete applications will be refused and Permit will not be issued and any rental agreements with Lyon County will be immediately revoked.

B. FOOD AND CONCESSIONS

Vendors not disclosed

Clerk Notes:
Any/All Food or concession vendors must be properly permitted and licensed by DPBH and disclosed to the DPBH by and thru the permit for Mass Gathering issued by the State of Nevada, if required.

C. LIQUOR LICENSE/VENDOR REQUIREMENTS

Event will be bring you own, limited to Beer per application.

Clerk notes:

Emergency Management and Lyon County Sheriff's office will need to review consumption policy and outline requirements to EC. EC will monitor and wrist band underage parties so easily policed by volunteers.

D. WATER AND SANITATION FACILITIES

EC states the event will have access to the fire Hydrant and site. No allowance for drinking water has been disclosed.

EC states there will be 10 porta potties with hand washing stations provided by Allied Sanitation.

E. TRASH REMOVAL AND CLEAN UP

Cleanup is to be done by EC and volunteers to leave the facility clean and ready for use.

Applicant Response to disposal service:

D&S Waste to provide dumpers and trash carts

F. VEHICLE ACCESS, ONSITE TRAFFIC FLOW AND CONTROL, PARKING

No back up to traffic expected. EC making allowances to keep check in and security at a secondary location to keep all traffic off main hwy.

EC has contacted NDOT and a permit for special event is in process.

G. SECURITY

EC to make contact with Lyon County Sheriff's Department and provide an approved security plan

H. FIRE & MEDICAL PROVIDERS

EC to make contact with Mason Valley Fire Protection and Lyon County emergency management to provide an acceptable signed off plan for the event.

I. CAMPING

No guidelines or expected attendance received.

J. BENEFIT

Upcoming events in Lyon County.

K. Release and Liability Waivers

Waivers and rules provided and signed off by all contestants

RECOMMENDED MOTION:

If the Board of County Commissioners determines that they will approve the request then, please consider a similar motion as follows:

Approve the Outdoor Festival Application for Mud Bog, Music and Camping Festival **subject to the permit conditions 1-16.**

Permit conditions:

1. The applicant shall comply with all State, County, federal and special district rules and regulations as they apply to this Outdoor Festival Permit.
2. The applicant shall comply with all applicable fire, building, zoning code requirements.
3. The applicant must comply with Lyon County outdoor festival requirements, Lyon County Business License requirements, and ensure temporary vendors are properly licensed with the State of Nevada and DPBH.
4. The applicant must ensure all vendors receive required DPBH food licensing.
5. The applicant must maintain a current liability insurance policy.
6. The applicant must receive approval of the rental and lease agreement for the use of the Lyon County Fair Grounds and all fees must be paid prior to the issuance of the outdoor festival permit.
7. All outdoor lighting shall comply with the outdoor lighting performance standards of Chapter 15.357 of Lyon County Code.
8. The applicant is responsible for all trash collection and removal.
9. The applicant shall submit for a fire/life safety plan review to the Mason Valley Fire Protection and receive approval prior to the issuance of the outdoor festival permit.
10. The applicant shall submit an Emergency plan to the Lyon County Sheriff's Office and the Lyon County Emergency Manager and receive prior to the issuance of the outdoor festival permit.
11. The applicant shall submit a security plan to include open container stipulations and underage drinking prevention to the Lyon County Sheriff's Office and the Lyon County Emergency Manager and receive approval prior to the issuance of the outdoor festival permit..

12. Applicant shall provide an updated site plan showing any changes required by the Lyon County Sheriff's Office, the Lyon County Emergency Manager, and Mason Valley Fire Protection District.
13. Applicant is required to provide drinking water to event attendees as recommended by the National Academies of Sciences, Engineering, and Medicine.
14. Portable restrooms will be made available per Nevada Administrative Code (NAC) 444.825. Portable hand washing stations shall also be made available.
15. Applicant must submit payment of the required Business License fee of $100.00 per day of operation.
16. Should Lyon County have to issue a Declaration of Emergency and the public is found to be at risk, this Outdoor Festival permit is subject to termination along with any previously approved lease agreements with Lyon County.
17. In addition to the above Applicant states the event organizer will not allow more than 499 people to attend the event or reside in camp area.

IF MORE INFORMATION IS REQUIRED OR REQUESTED;

Alternative Motion for continuance:

I move to continue the Public Hearing to (State: a specific time) to allow applicant to provide additional information necessary for the analysis of the request or provide additional information requested by the board.

FYI:
Regulations regarding temporary mass gatherings may be located at http://www.leg.state.nv.us/nac/nac-444.html AND URL https://dpbh.nv.gov/Reg/TempE/dta/Forms/Temporary_Food_Establishments_at_Special_Events_-_Forms/

Enclosures:

Exhibit A: Lyon County Outdoor Festival and Application
Exhibit B: Lyon County Lease Agreement Lyon County Fair grounds
Exhibit C: SOS NV Business License Certificate/Lyon Co. Business Lic
Exhibit D: Liability Insurance, release and rules

LYON COUNTY OUTDOOR FESTIVAL APPLICATION

RETURN TO: LYON COUNTY CLERK AND TREASURER, 27 S. MAIN STREET, YERINGTON, NV 89447
Phone: (775) 463-6501 FAX (775) 463-5305

The Applicant is a:
☐ Individual ☐ Corporation ☐ Association ☐ Partnership ☒ Limited Liability Company ☐ Other

Corporate/Entity Name JBProductionz Telephone 775 386 8113 Federal Tax ID # 93-2273280

Corporate/Entity Address 550 Marina Gateway Dr #1021 Sparks State of Incorporation or Formation NV

Nevada name (DBA) Mud Fest Business telephone _____ Fax _____

Email address jbproductionzmudfest@gmail.com Assessor's parcel # _____

Mailing address 550 Marina Gateway Dr #1021 Sparks NV 89434

Location of Lyon County operation Lyon County Fairgrounds

Location of business records _____ Telephone # _____

List responsible person, i.e Manager, Officer, etc. This person should be an authorized representative who can make decisions regarding the event.

Last, First, MI Bryan Justin S Title Owner Tel. 775 386 8113

Contact Address(street, city, state, zip) 550 Marina Gateway Dr #1021 Sparks NV 89434

Last, First, MI Bryan Katherine Title _____ Tel. _____

Contact Address(street, city, state, zip) 550 Marina Gateway Dr #1021 Sparks NV 89434

Statement of the kind, character or type of festival: Mud Bogs & Music & Camping

The address or legal description of the location of the festival: 100 US Highway 95A E. Yerington NV
(The applicant must provide proof of ownership or a statement signed by the owner of the premises indicating consent that the site may be used for the proposed festival).

The date or dates and the hours during which the festival is conducted: 9/14/23 @ 12pm - 9/17/23 @ 12pm

An estimate of the number of customers, spectators, participants and other persons expected to attend the festival for each day it is conducted: 450 people

Describe the applicant's plans to provide security and fire protection, water supply and facilities, food supply and facilities, sanitation facilities, medical facilities and services, vehicle parking space, vehicle access and on-site traffic control, provision for cleanup of the premises and removal of rubbish. LCC 5.07.04; NRS 244.3543 (Attach additional sheets if necessary).

We have 30 volunteers to help with parking & security. We have a volunteer from the Fire department to come do medic etc. We will have trash bags all over and a dumpster for everyone to use. There will also be a clean up team sunday after campers are gone. Allied sanitation is bringing porta potty's and big solar lights. All construction of the pits will be done while fairgrounds are empty.

I CERTIFY AND DECLARE THAT THE INFORMATION PROVIDED IS TRUE, CORRECT AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. $100 Per Day License Fee Upon Issuance of Permit. I further declare that I have received a copy of LCC Title 5, Chapter 7, and NRS 244.354-244.3548.

**Signatures must be that of a responsible party. If a general partnership or joint venture, more than one signature is required. Legal signatures include: sole proprietor/owner, corporate officer and managing member.

**Signature of responsible party [signature] Print name and title Justin Bryan Date 8/8/23

**Signature of responsible party [signature] Print name and title Katherine Bryan Date 8/8/23

☐ COUNTY HEALTH OFFICER ----APPROVED ( ) DENIED ( )_____
Signature

☐ COUNTY ENGINEER ----------APPROVED ( ) DENIED ( )_____
Signature

☐ SHERIFF ----------APPROVED ( ) DENIED ( )_____
Signature

MUDFEST NV By JBProductionz LLC

Justin & Katie Bryan 550 Marina Gateway Dr #1021 Sparks NV 89431

(775) 386-8113 & (775) 420-7595

1. Copy of the Insurance quote for dates of coverage within 7 days of the event paid receipt.

   -Print out attached

2. Permit or waiver of Mass Gathering Permit from State of Nevada Dept. of Health and Human Services, Nevada Division of Public

   -Expecting under 500 people since it is our first year. Per the website this permit is not needed.

3. Letter of intent from the Lyon County Sheriff's Office for deputy service and authorization for the event

4. Number of bands

   -6 Bands total over Friday & Saturday evening.

5. How many authorized camper units and people authorized to camp, actual numbers please

   -1200 camp units & 4800 people authorized to camp per the space given at the fairgrounds

6. Alcohol policies for attendees and campers, after hours. Can they bring their own and what kind if limited.

   -This is a BYOB event. We are trying to limit beer only, although we can not search every camper for hard alcohol. NO GLASS

7. Age limits if any and how monitored for underage drinking issues

   -We will have wristbands specifically for under 21. So, if security sees someone with that color wristband with a beer they will be addressed with a parent or guardian.

8. Once clean-up is done where will all the trash be disposed of and at who's expense

   -D&S Waste has donated 1-25 yard dumpster and 20 96 gallon trash carts to put throughout the land. D&S Waste will come Monday and dump all trash and remove dumpster and trash cans.

9. Make contact with NDOT and NHP to see if any access permitting will be required or confirm event authorized with your

-Contacted NDOT and waiting for paperwork to do permit for "Special Event" signs, which will be rented from Silver State Baricade.

10. current plan of traffic control

-We do not expect a mass amount of people all at once. So we will be taking payment and giving wristbands at second set of gates to prevent traffic slow downs on HWY. Security will also be checking and keeping the flow of vehicles going on property.

11. Where will proceeds of the event be used?

-Proceeds of this event will be used towards pay back for the money out this year and next year's MudFest event.

12. Where will the water be coming from?

-We got the approval to use the fire hydrant onsite

13. What facilities will there be?

-Allied Sanitation will be dropping off 10 Porta Potties with Alcohol free sanitizer and motion LED lighting in each bathroom.

Items from County Manager:

Before the permit can be issued, they are going to need the following in addition to your list:

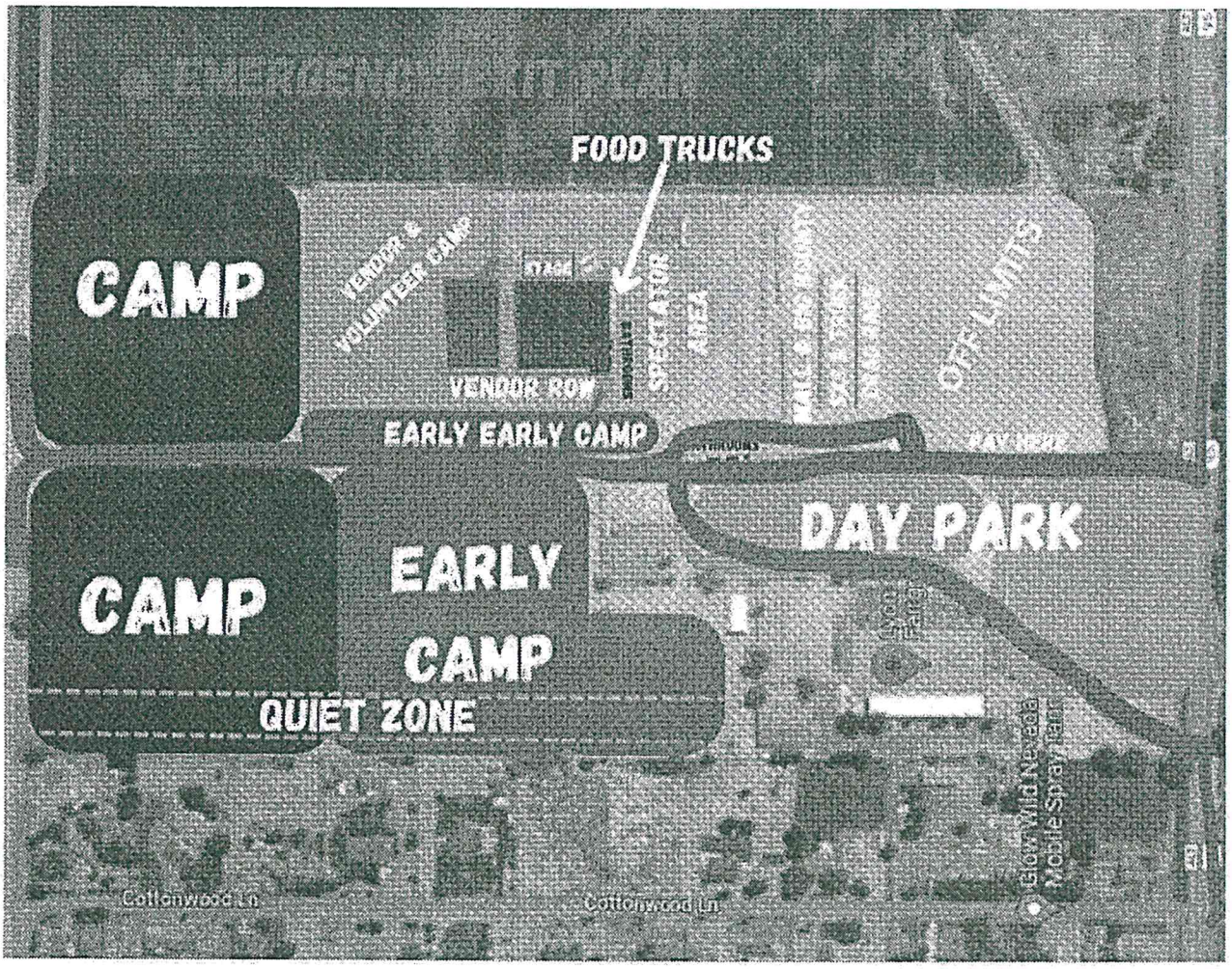
A fire/life safety plan approved by the Mason Valley Fire Protection District They do have a fire inspection.

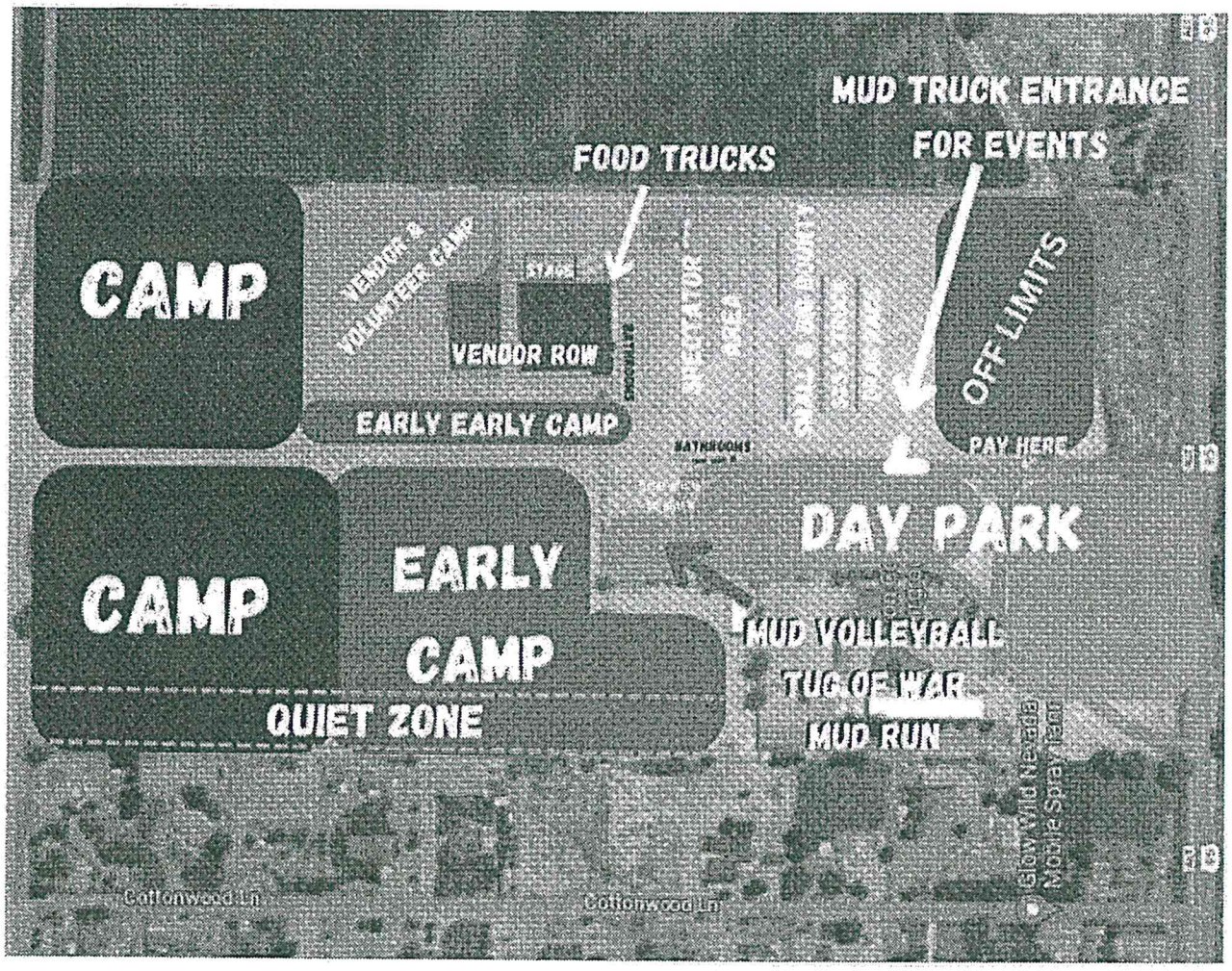
sign off on the business license application.

An emergency plan approved by the Sheriff office and the Lyon County Emergency Manager (.

A Security Plan approved by the Sheriff Office and the Lyon County Emergency Manager

A Site Plan approved by the Sheriff office, Lyon County Emergency Manager, and Mason Valley Fire


FOOD TRUCKS
CAMP
VENDOR & VOLUNTEER CAMP
STAGE
VENDOR ROW
SPECTATOR AREA
OFF LIMITS
EARLY EARLY CAMP
DAY PARK
CAMP
EARLY CAMP
QUIET ZONE
Cottonwood Ln
Cottonwood Ln
Glow Wild Nevada Mobile Spray Tan


MUD TRUCK ENTRANCE
FOR EVENTS
FOOD TRUCKS
CAMP
VENDOR & VOLUNTEER CAMP
STAGE
VENDOR ROW
SPECTATOR AREA
OFF LIMITS
EARLY EARLY CAMP
PAY HERE
DAY PARK
CAMP
EARLY CAMP
MUD VOLLEYBALL
TUG OF WAR
MUD RUN
QUIET ZONE
Cottonwood Ln
Cottonwood Ln
Glow Wild Nevada
Mobile Spray Tan

11/6/23

Jbryan2021@icloud.com

LYON COUNTY FAIR BOARD

18 Highway 95A North
Yerington, Nevada 89447

LYON COUNTY FAIRGROUNDS RENTAL RATES

_____ **ENTIRE FACILITY** (ARENA, PARKING, MAIN BARN, GRANDSTANDS, SANI HUTS, RAY VOSHALL BUILDING, BATHROOMS, ANNOUNCERS BOOTH, OFFICE, LIGHTS, AND PA SYSTEM)

_____ SECURITY DEPOSIT — 1000.00

_____ TICKETED EVENTS — 1500.00 FIRST DAY 1000.00 EACH ADDITIONAL DAY

* _____ **TICKETS EVENT** WITH GATE ADMISSIONS OF 1,000 PERSONS OR GREATER PER DAY, 10% OF THE GROSS RECEIPTS PER TICKETED EVENT GATE ADMISSIONS WILL BE CHARGED FOR RENTAL OF THE ENTIRE FACILITY OR ARENA.

_____ **ARENA** (ARENA, STOCK PENS, OFFICE, PARKING, ANNOUNCERS BOOTH, GRANDSTANDS, BATHROOMS, SANI HUTS, AND LIGHTS) 200.00 per day

* _____ SECURITY DEPOSIT — 500.00

_____ **MAIN BARN** (BARN, PARKING, PA SYSTEM, AND BATHROOMS) — 300.00

_____ SECURITY DEPOSIT — 300.00

_____ **VOSHALL BUILDING** (BUILDING, SANI HUTS OR BATHROOMS, AND PARKING) — 300.00

_____ SECURITY DEPOSIT — 200.00

_____ **MAIN CONCESSION STAND** (BUILDING ONLY) (MUST HAVE VALID HEALTH CERTIFICATE) — 100.00

_____ SECURITY DEPOSIT — 100.00

_____ BBQ RENTAL — 50.00 PER DAY

_____ **OUTDOOR STALLS** 20.00 PER HEAD FOR FIRST DAY AND 15.00 PER HEAD FOR EACH DAY THEREAFTER

_____ MONTHLY RATE — 100.00 PER STALL

(IF ANIMALS ARE NOT PROPERLY CARED FOR, HUMANE SOCIETY WILL BE CONTACTED)

_____ **INDOOR STALLS** 25.00 PER HEAD FOR FIRST DAY AND 20.00 PER HEAD FOR EACH DAY THEREAFTER

* If event exceeds the 1000 person or greater attendance per day. 10% of the gross receipts will be charged.

9/14/-9/17/23

_____**TRACTOR AND WATER TRUCK** (LYON COUNTY WILL SUPPLY THE OPERATOR)

_____TRACTOR USAGE	150.00 PER DAY
_____ WATER TRUCK USAGE	150.00 PER DAY
_____**CAMPING**	15.00 PER NIGHT, PER CAMP
_____**VENDOR BOOTHS** (PORTABLE OR STATIONARY)	75.00 PER BOOTH
_____ NUMBER OF BOOTHS	
_____ **LIGHTS** (IF AN EVENT IS HELD DURING OR AFTER 6PM, LIGHTS MUST BE USED)	
_____ 6PM – MIDNIGHT	50.00
_____ 6PM – ALL NIGHT	100.00
_____**PORTABLE PA SYSTEM**	100.00
_____ SECURITY DEPOSIT	500.00

TOTAL FEES AND DEPOSITS $ 1500.00

SECURITY DEPOSIT CONSISTS OF ½ CLEANING DEPOSIT AND ½ DAMAGE DEPOSIT.

LESSEE IS RESPONSIBLE FOR CLEAN UP OF THE FACILITY AFTER THE EVENT IS HELD. IF THE LESSEE REQUIRES HELP WITH CLEAN UP, ~~BIDS WILL BE~~ TAKEN BY THE COUNTY.

NO GLASS BOTTLES ALLOWED ON THE PREMISES – IF GLASS BOTTLES ARE FOUND ON THE PREMISES ~~INDIVIDUAL WILL BE ASKED TO~~ LEAVE THE FACILITY.

Property must be cleaned, cleared and left the way you received it.

LYON COUNTY

BUILDING USE APPLICATION

PART 1: USER INFORMATION

COMMUNITY LOCATION: Lyon County Fairgrounds BUILDING NAME: _____

DATE: SEPT 14-17-2023 START TIME: - FINISH TIME: -

APPLICANT'S NAME: Justin Bryan PHONE NUMBER: 775-386-8113

APPLICANT'S ADDRESS: 550 Mamie Eakway Dr # 101 Sparks NV 89434

ORGANIZATION NAME (IF APPLICABLE) _____

TYPE OF EVENT: Mud Bogg ESTIMATED NUMBER OF ATTENDEES: 400

AGE RANGE OF ATTENDEES: _____ REFER TO LAW ENFORCEMENT: YES ____ NO ____

WILL ALCOHOL BE SERVED? YES ____ NO X ADDITIONAL PERMITS REQUIRED: _____

WILL ALCOHOL BE SOLD? YES ____ NO X LAW ENFORCEMENT ____ LIQUOR LICENSE ____

WILL FOOD BE SERVED? YES ✓ NO Food Trucks HEALTH PERMIT: ____

PART 2: BUILDING MANAGER REVIEW

FEE CALCULATION:

RENTAL: _____ CLEANING DEPOSITS: _____ DAMAGE DEPOSIT: _____

DATE APPROVED: _____ ADDITIONAL PERMITS: _____

PROOF OF INSURANCE: YES _____ NO _____ AMOUNT: _____

INSURANCE CARRIER AND POLICY: Evolution Insurance Brokers

OTHER REQUIREMENTS: _____

PART 3: FEES AND DEPOSIT

DEPOSIT RECEIVED: $_____ (50% of all charges) DATE: _____

FINAL FEE PAYMENT: $_____ (balance due) DATE: _____

CLEANING DEPOSIT: $_____ DATE: _____

DAMAGE DEPOSIT: $_____ DATE: _____

KEY DEPOSIT: $_____ DATE: _____

PART 4: REFUNDS AT END OF EVENT

REFUND: CLEANING $_____ KEY $_____ DAMAGE $_____ DATE: _____

BUILDING MANAGERS SIGNATURE: _____

HOLD HARMLESS: The user of this facility is the responsible individual and agrees to indemnify, defend and hold harmless Lyon County, its commissions, boards, officers, employees, and volunteers from all costs, expenses, and damages for liability arising out of the use of this facility or the use by persons invited to use the facility by applicant.

***If the building is used longer than indicated, additional fees shall be required. If these fees are not paid, future use of any county building will be denied. Additional fees may be subtracted from the deposit.**

The applicant is the responsible individual to be present during the entire event and will coordinate with the Building Manager at the beginning and end of the event.

****If alcohol is present at event and not indicated and approved, or if smoking prohibition is not enforced, the deposit will not be refunded and future use of any county building will be denied.**

APPLICANT'S SIGNATURE: _____ DATE: _____

BUILDING MANAGER'S SIGNATURE: _____ DATE: _____

SPECIAL EVENT REQUIREMENTS:

In addition to the general requirements, some events will need to comply with additional requirements as outlined below. Permits/licenses listed below are not an inclusive list. Any permits/licenses required shall be delivered to the Building Manager at least two (2) weeks prior to the proposed activity/event. If these requirements are not met, the reservation will be cancelled. All deposits from the user will be forfeited. Sufficient time to process a license or permit is the responsibility of the applicant. IT IS THE APPLICANT'S RESPONSIBILITY TO DETERMINE IF ANY ADDITIONAL PERMITS/LICENSES ARE REQUIRED. FOR LAW ENFORCEMENT CONTACT THE SHERIFF'S OFFICE.

Fire Permit may be required for events or social functions where attendance is expected to be 50 people or more, such as craft fairs, open-air markets, cook-offs, dances, carnivals, etc. For additional information, please contact the following Fire District.

Fire District

Mason Valley Fire District	118 S. Main St. Yerington, NV 89447	775-463-2261

Health Permit may be required for events or social functions where food or beverages are being served to the public. For more information, please contact the State of Nevada, Division of Health, 1179 Fairview Dr, Carson City, NV 89701 or at (775) 687-4750.

Liquor License may be required. For additional information, please contact the Lyon County Clerk's Office at (775)246-6138 or (775) 577-5043. NOTE: Law enforcement and/or security will be required at any event held at/in a County facility if alcoholic beverages are served.

Outdoor Festival Permit may be required for events at which music is provided. For additional information please contact the Lyon County Sheriff's Office at (775)463-6600 or (775)577-5021.

Street Closure Permit must be obtained for any event where County streets/roads need to be closed. For additional information please contact the Lyon County Road Department at (775)577-5011 State Highway closures are approved through the State of Nevada, Department of Transportation at (775)888-7000.

Required for all food Vendors.

AGREEMENT

LYON COUNTY FAIRGROUNDS RENTAL AGREEMENT

THIS AGREEMENT made and entered into this 12 day of June 2023, between the County of Lyon, a political subdivision of the State of Nevada, hereinafter referred to as "COUNTY", by and through the Lyon County Fair and Rodeo Board, hereinafter referred to as "FAIRBOARD", and

NAME: Justin Bryan
ADDRESS: 550 Marina Gateway Dr #1021
CITY, STATE, ZIP: Sparks NV 89434

hereinafter referred to as "LESSEE", for the use of the Lyon County Fairgrounds for the time and purpose stated herein.

WITNESSETH:

WHEREAS, the term "CHAIRMAN" will throughout this agreement refer to the Chairman of the Lyon County Fair and Rodeo Board; and

WHEREAS, the COUNTY grants to LESSEE, permission to use the herein named portions for the Lyon County Fairgrounds for the period and purpose as set forth below.

NOW, THEREFORE, in consideration of the premises, mutual promises, covenants and undertakings hereinafter set forth, the parties agree as follows:

1. The description for the property leased is as detailed in the building use application, and hereinafter referred to as "FACILITY".
2. The purpose for which COUNTY is leasing to LESSEE is for: 3 day mud bogg + Camping event.

3. LESSEE may use the FACILITY for its event from SEPTEMBER 14-2023 through SEPT 17-2023.
4. The leased portions of the Lyon County Fairgrounds will be available for set up at the hour of 8:00AM on the 9 day of SEPTEMBER, 2023. Take down and clean up must be completed by the hour of 5pm on Sunday the 17 day of SEPTEMBER 2023. Lessee is responsible for cleaning of the facility during the event if more than one day and for clean up after the event. If the facility is not cleaned properly, additional charges for clean up may be incurred. LESSEE is also responsible to enforce that no glass bottles be allowed on the premises.
5. LESSEE agrees to pay to COUNTY the fees and deposits as outlined on pages 1 through 4 of this document.

The above fee shall be paid according to the following schedule:

A. The sum $ 1500 is due and payable upon COUNTY ratification of this agreement.
B. The final settlement shall occur within twenty-four (24) hours after scheduled clean up is to occur. Final settlement will include the unpaid balance and any additional charges that may accrue under this agreement. Final settlement will occur between LESSEE and the designated representative of FAIRBOARD.
C. LESSEE agrees to pay COUNTY for any actual cost incurred by COUNTY including, but not limited to, repair costs which are incurred due to the use by LESSEE of the aforementioned property.
D. The sum of thirty dollars ($30.00) will be assessed for all returned checks. A return check must be replaced immediately with either cash or money order.
E. The sum of ten dollars ($10.00) will be assessed for any lost keys that were delivered to LESSEE.
F. The sum of ten dollars ($10.00) per day may be assessed for late payment.

6. Insurance shall be required for this event. LESSEE agrees to provide a public liability insurance policy in which both COUNTY and LESSEE are named as co-insured prior to the 14 day of SEPT 2023. This policy shall contain minimum policy limits of 1 MILLION for injuries, including death, sustained my one person; 1 million for injuries, including death, sustained my more than one person; and 1 million for property damage.
7. LESSEE agrees to take out all licenses and permits for use of the leased space as required by federal, state or local laws or ordinances and provides evidence of such to FAIRBOARD.
8. LESSEE and his agents or employees will comply with all laws, ordinances and regulations established by federal, state, or local government agencies or bodies, and by all facility rules and regulations as provided by FAIRBOARD.
9. LESSEE will indemnify and hold harmless COUNTY and FAIRBOARD for any loss or damage to LESSEE's property or property of any third party on the property during the time covered by this agreement.
10. COUNTY reserves the right to eject or cause to be ejected from the premises an object able person or persons; and neither COUNTY nor any of its officers, agents or employees shall be liable to LESSEE for any damages that may be sustained by LESSEE through the exercise by COUNTY of this right.
11. LESSEE will be responsible for the provision of adequate security for the safety of its invitees and their property. LESSEE shall also be responsible to protect other LESSEE's and FACILITY users from the actions of its invitees and to keep its invitees within the area designated under this agreement. Uniformed security will be provided by: _____.

(TRUSTY LABOR NOT AVAILABLE)

12. LESSEE shall designate an agent located within the COUNTY to receive all notices or legal papers. That agent's name, address, and telephone number is:

_____

_____

_____

13. This agreement shall consist of this document and attachments.
14. The rights under this agreement may not be assigned nor the duties delegated there under by LESSEE or COUNTY without written consent by the other party.

ENTITY INFORMATION

ENTITY INFORMATION

Entity Name:	JBPRODUCTIONZ LLC	**Entity Number:**	E33988192023-1
Entity Type:	Domestic Limited-Liability Company (86)	**Entity Status:**	Active
Formation Date:	08/07/2023	**NV Business ID:**	NV20232862710
Termination Date:	Perpetual	**Annual Report Due Date:**	8/31/2024
Series LLC:	☐	**Restricted LLC:**	☑

REGISTERED AGENT INFORMATION

Name of Individual or Legal Entity:	Justin Stuart Bryan	**Status:**	Active
CRA Agent Entity Type:		**Registered Agent Type:**	Non-Commercial Registered Agent
NV Business ID:		**Office or Position:**	
Jurisdiction:			
Street Address:	550 Marina Gateway Drive, 1021, Sparks, NV, 89434, USA		
Mailing Address:			
Individual with Authority to Act:			
Fictitious Website or Domain Name:			

OFFICER INFORMATION

☐ VIEW HISTORICAL DATA

Title	Name	Address	Last Updated	Status
Managing Member	Justin Stuart Bryan	550 Marina Gateway Drive, 1021, Sparks, NV, 89434, USA	08/07/2023	Active
Managing Member	Katherine Louise Bryan	550 Marina Gateway Drive, 1021, Sparks, NV, 89434, USA	08/07/2023	Active

Page 1 of 1, records 1 to 2 of 2

Filing History Name History Mergers/Conversions

MUDFNV0-01 LWOLF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/11/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER A and H Insurance, Inc. 3301 South Virginia St. Reno, NV 89502	CONTACT NAME: Jay Shinn PHONE (A/C, No, Ext): (775) 284-7846 FAX (A/C, No): E-MAIL ADDRESS: jshinn@aandhins.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Scottsdale Insurance Co — 41297
INSURED Mudfest NV | JBProductionz LLC c/o Justin and Katie Bryan 550 Marina Gateway Dr #1021 Sparks, NV 89434	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X		CPS7833268	9/14/2023	9/18/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Liquor Liab	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ Excluded
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Pursuant to a written contract, certificate holder is included as additional insured to General Liability as per the attached form.

CERTIFICATE HOLDER

Lyon County Fairgrounds
100 US Highway 95A E
Yerington, NV 89447

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lindsey M. Wolf

SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS7833268	09/14/2023	MUDFEST NV	43003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to this endorsement, **SECTION II—WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract, written agreement or written permit which must be:

a. Currently in effect or becoming effective during the term of the policy; and

b. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."

The insurance provided to these additional insureds is limited as follows:

1. That person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

   a. Your acts or omissions; or

   b. The acts or omissions of those acting on your behalf.

   A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded to these additional insureds, the following exclusions are added to item **2. Exclusions** of **SECTION I—COVERAGES:**

   This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" occurring after:

   a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

   b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

3. The limits of insurance applicable to the additional insured are those specified in the written contract, written agreement or written permit or in the Declarations for this policy, whichever is less. These limits of insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations for this policy.

4. Coverage is not provided for "bodily injury," "property damage," or "personal and advertising injury" arising out of the sole negligence of the additional insured.

5. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

Business License
Valid Through 06/30/2024

No.11940

Type	**MUD BOGG EVENT**
Licensee	**BRYAN, JUSTIN S.**
Business Location	**550 MARINA GATEWAY DR #1021** **SPARKS, NEVADA 89434**

No of Employees: 2

Address

JBPRODUCTIONZ
MUD FEST
550 MARINA GATEWAY DR #1021
SPARKS, NEVADA 89434

By _____
Lyon County Clerk Treasurer

This license must be posted in a conspicuous place - NOT TRANSFERABLE

LICENSED BUSINESS TO BE CONDUCTED IN CONFORMITY WITH AND SUBJECT TO THE LYON COUNTY CODE AS WELL AS ALL FEDERAL AND STATE LAWS.

a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

b. Supervisory, inspection, architectural or engineering activities.

6. Any coverage provided hereunder will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract specifically requires that this insurance be primary.

When this insurance is excess, we will have no duty under **SECTION I—COVERAGES** to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

AUTHORIZED REPRESENTATIVE DATE

MudFest NV by JBProductionz: Driver rules and Release of Liability Form 1. Your vehicle must have a non-removable hard top or have a roll bar. 2. Brakes must be in working condition. 3. You must have a clevis attached to the rear of the vehicle. 4. Seatbelts, helmets, and shoes must be worn by all drivers. 5. Track officials have the final say in any disagreements. 6. If an official waves a red flag, you must stop immediately. 7. You must stay between the track boundaries. 8. If you complete a full run, you must come to a complete stop at the end of the track. 9. Drivers will NOT be allowed to drive if they drink any alcoholic beverages before their run. 10. Drivers must be ready to report to the start line when they are announced. 11. Drivers must pay for each class that they intend to run in before the beginning of that class. There will be no refunds, so make sure that your truck is running well before paying. 12. Drivers must be age 18 years old or have a signed parental consent and a valid driver's license. 13. If a driver is experiencing mechanical problems, he/she will be extended the courtesy of falling back no more than three places in the running order to allow time to make repairs. Each driver who signs this release of liability form agrees that he/she voluntarily assumes the risk involved with participation in the mud bog event, and releases MudFest NV & JBProductionz LLC from all claims for loss, damage or injury that may result, except such loss, damage or injury that may be caused by the gross negligence or intentional misconduct of a MudFest NV or JBProductionz LLC member or volunteer. I agree to participate at my own risk: Driver's signature:_____ Printed Name:_____
Address:_____
_____
_____ Email Address:_____ Date:_____ Circle the classes you wish to enter ($50.00 entry fee per class) Small Tire Bounty-40" and under Big Tire Bounty-over 40" Tire Outlaw Bounty-Over 500hp and 50" tires or bigger

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

DESCRIPTION AND LOCATION OF EVENT — DATE RELEASE SIGNED

IN CONSIDERATION of being permitted to enter for any purpose any RESTRICTED AREA (herein defined as including but not limited to the racing surface, pit areas, infield, burn out area, approach area, shut down area, and all walkways, concessions and other areas appurtenant to any area where any activity related to the event shall take place), or being permitted to compete, officiate, observe, work for, or for any purpose participate in any way in the event, EACH OF THE UNDERSIGNED, for himself, his personal representatives, heirs, and next of kin, acknowledges, agrees and represents that he has, or will immediately upon entering any of such restricted areas, and will continuously thereafter, inspect such restricted areas and all portions thereof which he enters and with which he comes in contact, and he does further warrant that his entry upon such restricted area or areas and his participation, if any, in the event constitutes an acknowledgement that he has inspected such restricted area and that he finds and accepts the same as being safe and reasonably suited for the purposes of his use, and he further agrees and warrants that if, at any time, he is in or about restricted areas and he feels anything to be unsafe, he will immediately advise the officials of such and will leave the restricted areas:

1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the promoter, participants, racing association, sanctioning organization or any subdivision thereof, track operator, track owner, officials, car owners, drivers, pit crews, any persons in any restricted area, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the event and each of them, their officers and employees, all for the purposes herein referred to as "releasees", from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefor on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releasees or otherwise while the undersigned is in or upon the restricted area, and/or, competing, officiating in, observing, working for, or for any purpose participating in the event;

2. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in or upon the restricted area or in any way competing, officiating, observing, or working for, or for any purpose participating in the event and whether caused by the negligence of the releasees or otherwise.

3. HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of releasees or otherwise while in or upon the restricted area and/or while competing, officiating, observing, or working for or for any purpose participating in the event.

EACH OF THE UNDERSIGNED expressly acknowledges and agrees that the activities of the event are very dangerous and involve the risk of serious injury and/or death and/or property damage. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the Province or State in which the event is conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

PRINT NAME HERE	**SIGN NAME HERE**	**PRINT NAME HERE**	**SIGN NAME HERE**
I HAVE READ THIS RELEASE		I HAVE READ THIS RELEASE	
I HAVE READ THIS RELEASE		I HAVE READ THIS RELEASE	
I HAVE READ THIS RELEASE		I HAVE READ THIS RELEASE	
I HAVE READ THIS RELEASE		I HAVE READ THIS RELEASE	
I HAVE READ THIS RELEASE		I HAVE READ THIS RELEASE	
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I HAVE READ THIS RELEASE		I HAVE READ THIS RELEASE	
I HAVE READ THIS RELEASE		I HAVE READ THIS RELEASE	
I HAVE READ THIS RELEASE		I HAVE READ THIS RELEASE	

SIGNATURE & TITLE OF WITNESS — ADDRESS

CL-69

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 17, 2023

Agenda Item Number: 16.d

Subject: For Possible Action: Direct the County Manager to add to the FY 24-25 Tentative Budget for one time funding for the National Center for Public Lands Counties in the amount of $41,205.49. (Requested by Comm. Henderson)

Recommendation:

Summary:

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:

Funding request Documents

Nevada Association of Counties

304 S. Minnesota Street
Carson City, NV 89703
775-883-7863
www.nvnaco.org

Dear Members:

County governments are a leading voice in the intergovernmental partnership with federal lands management agencies. We work with officials from all levels of government, private stakeholders and other interested parties to prudently develop our natural resources to meet the nation's economic needs, improve local economies, reduce wildfire risks, enhance access to public lands, and conserve our lands and waters for future generations.

Understanding our unique role, Congress has invested in programs to support public lands counties, including Payments In-Lieu of Taxes (PILT), Secure Rural Schools (SRS), and the American Rescue Plan's Local Area and Tribal Consistency Fund (LATCF), while also granting new authorities to federal lands agencies to broaden the scope, pace, and scale of their on-the-ground resource management work with local governments.

To fully optimize these opportunities and investments, counties must share on-the-ground experiences and lessons learned to educate government officials and the public about the critical county contribution to sustainable resource management and best practices for collaborative partnerships. Therefore, the National Association of Counties (NACo) and the Western Interstate Region (WIR) Boards of Directors both moved at the 2022 NACo Annual Conference to proceed with developing a National Center for Public Lands Counties (The Center).

The Center will be governed by a body consisting of the WIR Executive Committee, the NACo Public Lands Policy Steering Committee Chair and Vice Chairs, the state association executive from the WIR Immediate Past President's home state, and the NACo CEO/ Executive Director. The governing body will meet on a regular basis to provide updates to county officials on the Center's progress and discuss the Center's financial health, research priorities, and media efforts.

The Center will conduct evidence-based research, compile county data, and weave together the narrative around public lands counties. The Center's research will demonstrate how public lands, and the health of the communities surrounding them, are interconnected with broader national interests. The Center will provide public lands counties with data, fact sheets, and narratives to share with peers, policy makers, the media, think tanks, and other key players to demonstrate how prosperous public lands counties create a prosperous America. The Center will also utilize digital media, such as podcasts and video interviews, and develop written county profiles focused on:

- County partnerships with federal agencies, states, tribes and landowners to reduce wildfire risk, responsibly develop energy and minerals, improve public access to federal lands, protect watersheds, conserve species and their habitat, and protect our national parks and other natural treasures.

- County investments of PILT, SRS and other natural resource revenue payments to benefit their citizens and surrounding public lands.

- The different economic drivers in rural vs. urban public lands counties.

- Development and implementation of county natural resource management plans and baseline socioeconomic data for environmental analyses.

- Resource values and revenues of federal lands compared to nearby privately owned lands.

- Meeting the unique challenges facing public lands counties, such as affordable housing for residents and federal employees, ensuring a stable tax base to deliver critical services, and managing infrastructure on federal lands.

The Nevada Association of Counties has a unique opportunity to invest in The Center. NACo staff, state associations of counties executives, and county officials set a fundraising goal of $15 million over the next two years to create a trust fund which will set The Center on a sustainable financial course to hire necessary staff and conduct critical public lands research. Your one-time contribution will be based on the LATC funding you received and will be assessed from the Nevada Association of Counties. Your donation to this newly created National Public Lands Center is payable in two lump sum payments over the next two years which will equate to 1% of the unanticipated LATC revenues. If we are successful, this initial one-time investment will pay dividends by supporting The Center for generations to come. While the state association is coordinating the acceptance of each county's contribution, we are not receiving any revenue from this endeavor. The NACO board shares the goals of The Center and believe this is a long time overdue.

This initiative was developed by Western Interstate Region past president, Commissioner Greg Chilcott (Ravalli County, Montana) and NACo Public Lands Steering Committee Chairman, Commissioner Todd Devlin (Prairie County, Montana). The Center was also supported at WIR by Humboldt County Commissioner, Jim French, Elko County Commission, Rex Steninger, and on the NACo Executive Board by Lincoln County Commissioner, Varlin Higbee. The initiative was then voted on and endorsed by the NACO Public Lands and Natural Resources Subcommittee and approved by the Nevada Association of Counties (NACO) Board of Directors at the November 2022 meeting. If you have any additional questions or need any more information, please don't hesitate to reach out to us.

Sincerely,

Vinson W. Guthreau

Vinson Guthreau
Executive Director

National Center for Public Lands Counties

County governments are a leading voice in the intergovernmental partnership in responsible resource management. Understanding our unique role as co-regulators and conveners, Congress has consistently supported appropriations for critical programs like Payments In-Lieu of Taxes (PILT) and Secure Rural Schools (SRS) and granted new authorities to federal lands agencies to broaden the scope, pace and scale of their on-the-ground resource management work with local governments.

To truly benefit from these unique opportunities and investments, counties must accelerate our evidence-based research, peer information exchanges, and overall understanding of our lessons learned, emerging trends analysis, and priority public policy issues.

The NACo and WIR Boards of Directors therefore established the National Center for Public Lands Counties (The Center) to give public lands counties an enhanced opportunity to demonstrate how prosperous public lands counties create a prosperous America. The Center will utilize traditional and new media—such as podcasts and video interviews—to tell these stories and develop detailed, individual research and written county profiles focused on:

- County partnerships with federal agencies, states, tribes and other counties to reduce wildfire risk, responsibly develop energy and minerals, enhance recreational access to federal lands, improve watersheds, conserve species and their habitat, and protect our national parks and other natural treasures
- County investments of PILT, SRS and other natural resource revenue payments to benefit residents, visitors and surrounding public lands
- The different economic drivers in rural vs. urban public lands counties
- Development and implementation of county natural resource management plans and baseline socioeconomic data for environmental analyses
- Resource values of federal lands compared to nearby privately owned lands
- Meeting the unique challenges facing public lands counties, such as housing affordability for residents and federal employees, ensuring a stable tax base to deliver critical services, and managing infrastructure on federal lands

For the Center to meet its mission and serve as a long-term tool for public lands counties, a voluntary investment of $15 million over the next two years is needed to hire the necessary staff to conduct this critical research and keep the Center on a sustainable financial course. Initially, the Center will need 1-2 hard-working, passionate and talented writers who can help tell the county story. The Center will report to the NACo and WIR Board of Directors on its financial health and issue an annual report at the annual WIR Conference.

The Center's governing body will be made up of the following individuals within NACo leadership:

- WIR Executive Committee (President, 1st VP, 2nd VP, Immediate Past President)
- NACo Public Lands Steering Committee Chair
- NACo Public Lands Steering Committee Subcommittee Chairs
- NACo West Region Representative
- NACo Executive Director
- Executive Director from WIR Immediate Past President's home state

- NACo Public Lands Legislative Director and WIR Liaison, serving as NACo staff liaison to the governing board

The Center's governing board will also be empowered to develop an annual workplan based on the research priorities selected by the WIR Board of Directors and NACo Public Lands Steering Committee. At the WIR Annual Conference each May, the WIR Board of Directors and the NACo Public Lands Steering Committee will review the activities and performance of the Center and consider and adopt the proposed workplan for the next year.

In order to leverage the expertise of NACo's public lands membership, the governing board will also have the ability to appoint research subcommittees made up of county officials, based on the research priorities selected by the WIR Board of Directors and NACo Public Lands Steering Committee, to coordinate and oversee the research efforts of the National Center. Research work conducted by the National Center will be non-partisan, aligned with NACo policy and priorities and will not directly conflict with the interests of any county.

NACo staff contact: Jonathan Shuffield, NACo Legislative Director for Public Lands, at 512.965.7268 or jshuffield@naco.org

INVOICE

NEVADA ASSOCIATION OF COUNTIES

DATE: February 2, 2023
INVOICE # NPLC - 09

304 S. Minnesota St.
Carson City, NV 89703

Lyon County
ATTN: Andrew Haskin
27 S. Main St.
Yerington, NV 89447

DESCRIPTION	AMOUNT
National Public Lands Center Assessment **Description:** This one-time contribution will fund the National Public Lands Center ("the Center"), housed within the National Association of Counties (NACo) & Western Interstate Region (W.I.R.). The suggested contribution is *based on* 1% of your Local Assistance and Tribal Consistency fund (LATCF) award. Payment of this contribution can be made in two installments. ***These are treated as pass-thru funds from your State Association payable to The Center.*	41,205.49
TOTAL DUE	$ 41,205.49

Make all checks payable to **Nevada Association of Counties**
If you have any questions concerning this invoice, contact:
Amanda Berg, Office Manager aberg@nvnaco.org or 775-883-7863

THANK YOU FOR YOUR SUPPORT!

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: August 17, 2023

Agenda Item Number: 16.e

Subject: For Possible Action: Approve a grant agreement with the Federal Aviation Administration (FAA) in the amount of $353,911 for the Silver Springs Airport to rehabilitate Runway 06/24 and Taxiway A and to allow the County Manager to sign.

Recommendation:

Summary:

Financial Department Comments:

This is grant-funded and would be recorded in the Capital Improvements Fund.

District Attorney Comments:

County Manager Comments:

Attachments:

Grant Agreement with FFA for the Silver Springs Airport

U.S. Department of Transportation Federal Aviation Administration

Airports Division
Western-Pacific Region
Arizona,Nevada

Phoenix Airports District Office:
3800 N Central Ave, Ste 1025
Phoenix, AZ 85012-2136

August 3, 2023

Andrew Haskin
Lyon County
27 South Main Street
Yerington, NV 89447

Dear Mr. Haskin:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-32-0023-023-2023 at Silver Springs Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 18, 2023**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution

date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
    1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
    2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Ricardo Sanchez, (602) 792-1071, ricardo.r.sanchez@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Mike N. Williams
Manager
[ADO has discretion to delegate signature authority to Program Manager]

U.S. Department of Transportation Federal Aviation Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM

FY 2023 Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	August 3, 2023
Airport/Planning Area	Silver Springs Airport
FY2023 AIP Grant Number	3-32-0023-023-2023
Unique Entity Identifier	UT4JJJ9N6L69

TO: County of Lyon
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated May 3, 2023, for a grant of Federal funds for a project at or associated with the Silver Springs Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Silver Springs Airport (herein called the "Project") consisting of the following:

Rehabilitate Runway 06/24 & Taxiway A

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project

Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 93.75 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $353,911.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   $ 0 for planning;
   $ 353,911 airport development or noise program implementation; and,
   $ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

   c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344).
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 18, 2023, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request,

all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        1. 15 percent; or

        2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

    If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

    PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participate in this Federal program by:

        1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

        2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. **Ban on Texting While Driving.**

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

a. *Posting of contact information*.

1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

b. *Provisions applicable to a recipient that is a private entity*.

1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:

i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;

ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or

iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.

2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –

i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or

ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either –

a) Associated with performance under this Grant; or

b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

c. *Provision applicable to a recipient other than a private entity*. We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –

1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or

2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –

i. Associated with performance under this Grant; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

d. *Provisions applicable to any recipient*.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.

2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and

ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.

3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.

e. *Definitions*. For purposes of this Grant Condition:

1. "Employee" means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or

ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.

ii. Includes:

a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).

b) A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated [Enter Date], is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:

i. Gross mismanagement of a Federal grant;
ii. Gross waste of Federal funds;
iii. An abuse of authority relating to implementation or use of Federal funds;
iv. A substantial and specific danger to public health or safety; or

v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:

i. A member of Congress or a representative of a committee of Congress;
ii. An Inspector General;
iii. The Government Accountability Office;
iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
v. A court or grand jury;
vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
vii. An authorized official of the Department of Justice or other law enforcement agency.

b. Investigation of Complaints.

1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

c. Remedy and Enforcement Authority.

1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.

27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

SPECIAL CONDITIONS

28. **Preliminary Engineering.** This Phase 1 Grant is being issued in order to [Enter Justification for Preliminary Engineering].

The Sponsor understands and agrees that within two (2) years from the execution of this Grant Agreement that the Sponsor will accept a grant to complete the final design phase for the Project identified in the Airport Capital Improvement Plan, subject to the availability of Federal funding. The Sponsor further understands that if the FAA has provided Federal funding to complete the final design for the Project, and the Sponsor has not completed the final design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.

29. **Maintenance Project Life.** The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.

30. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

(Signature)

Mike N Williams

(Typed Name)

Manager, Phoenix Airports District Office

(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated _____

County of Lyon

(Name of Sponsor)

_____

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of __Nevada__. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

a. 49, U.S.C., subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1], [2]

f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.[1]

g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]

l. 49 U.S.C. § 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act - 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity[1]

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 – Environmental Justice

g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency

h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government

i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.[4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1] [2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;
   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The

sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

   1. eliminate such adverse effect in a manner approved by the Secretary; or

   2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is

to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**County of Lyon**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other

participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf) for AIP projects as of May 3, 2023.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

   1. Describes the requests;
   2. Provides an explanation as to why the requests could not be accommodated; and
   3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.