LYON COUNTY BOARD OF COUNTY COMMISSIONERS
THURSDAY, NOVEMBER 21, 2024
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 Mitch Forster of New Hope Bible Fellowship

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 9:00 AM: For Possible Action: Presentation given by Jim Peckham, Executive Director of Friends In Service Helping (FISH) Douglas, Carson, Lyon and Storey Counties and beyond.

- FISH Presentation

6.b. Time Certain at 9:05 A.M: Public Hearing- Business License Revocation: For Possible Action: To revoke business licenses 1 through 83 that are delinquent and/or non-compliant with County Code and allow the Business License Department to close the accounts listed below:

1. Rowe, Ralph A; A Rooter-Man Plumbing, Sewer & Drain
2. Willey, Aaron; Aaron Willey Well Done Mobile RV Tech LLC
3. Adair, E.J Ii; Adair Construction, Inc
4. Carradine, Joshua; Aj Construction LLC
5. James, Thomas P.; All Sierra Electrical, LLC
6. Thompson, Julie M; Anchor Management And Consulting, LLC
7. Quintero, Pedro L; AQ&B LLC
8. Murphy, John F; Arcadia Solar NV LLC
9. Weber, Scott; Basalite Concrete Products, LLC
10. Blare, Kristin M; Basquet's Deli Llc
11. Cooper, Alexia N; Bell Electrical Systems LLC
12. Satterlee, Wynn K; Big Dawg Auto Sales LLC
13. Galicia Rivera, Cynthia; Bliss In Fragrance LLC

14. Bridges, Roy C; Advanced Plastic Molding, Inc.
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16. Hudson, Jeremy J; Bsl Electric Corp
17. Burnett, James D; Burnett Electric Inc
18. Hamm, Charles F.; C.C. Iron, Inc.
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21. Cruz, Gil And Marlon, Jordi; Cold Valley Lawn Services LLC
22. Coverston, Rick; Coverston Pest Control
23. David Alan Stanley; Krieger Guns
24. Dunham, David; Dunhams Commercial LLC
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41. Klug, Kristin; Kristin Klug
42. Hess, Robert B; Las Vegas Protective Services
43. Sage, Jordan G.; Legion Solar Power LLC
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79. Whitehead, Troy J; Troy Whitehead LLC
80. Cochran, Patricia; Unique Treasures & Gems LLC
81. Walker, Roy; R Construction
82. Pooley; William T; Promethean Designs
83. Williamson, Kenneth; Titan Solar Power NV, Inc

- 2024 Business License Revocation List

7. Presentation of awards and/or recognition of accomplishments

8. Commissioners/County Manager reports

9. Elected Official's reports

10. Appointed Official's reports

11. Advisory Board reports

12. 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.*

12.a. For Possible Action: Review and accept claims and financial reports.
- Claims Report 10-16-24 to 10-31-24
- Cash Report 10-31-24

12.b. For Possible Action: Review and accept travel claims.
- Travel Report 10-16-24 to 10-31-24

12.c. For Possible Action: Approve the October 31, 2024 Highway Policy Statement Workshop minutes.
- October 31, 2024 Highway Policy Statement Workshop

12.d. For Possible Action: Approve the November 7, 2024 minutes.
- BOCC November 7, 2024 Minutes

12.e. For Possible Action: Approve the changes on Assessor's tax roll due to correction in assessments and

review of tax roll changes.

- Unsecured Uncollectable Corrections
- Unsecured Factual Corrections
- Secured Factual Corrections

12.f. For Possible Action: Approve a contract between Lyon County and Isabella Macabales, LCSW, in an amount not to exceed $81,120 to provide Behavioral Health Clinician services with the Trauma Focused Therapy (TFT) program.

- FY25 Trauma Focused Therapy contract with Isabella Macabales

12.g. For Possible Action: Accept grant award from the State of Nevada, Division of Public and Behavioral Health award for the Women, Infants, and Children program in the amount of $83,310 for three months, with the remainder to be awarded post the federal budget process being complete.

- FY25 Women Infants & Children Notice of Subaward

12.h. For Possible Action: Accept a Federal Emergency Management Agency (FEMA) Public Assistance, Disaster 4708 award from the Nevada Office of the Military, Division of Emergency Management for project number 723984 emergency protective measures costs that occurred between March 8-19, 2023 in the amount of $424,169.66, with a County match of $106,042.42, and to authorize the Emergency Manager to sign the grant award.

- FEMA, Public Assistance, Disaster 4708, Project 723983 Subaward

12.i. For Possible Action: Accept a FFY 2024 Emergency Management Performance Grant (EMPG) award from the Nevada Office of the Military, Division of Emergency Management in the amount of $27,299 for salaries and supplies, with a County match of $27,299, and to allow Emergency Manager to sign the grant award.

- FFY 24 Lyon County EMPG Subaward

REGULAR AGENDA - *(Action will be taken on all items unless otherwise noted)*

13. Juvenile Probation

13.a. For Possible Action: Approve an Interlocal Agreement between Churchill County and Lyon County for Churchill County to provide Lyon County with temporary juvenile detention services in the amount of $593,108.20 for the period July 1, 2024 to June 30, 2025, for six (6) guaranteed detention beds with a provision for additional detention beds at the rate of $300 per day.

- Agreement with Churchill County (Youth Detention Services)

14. Emergency Management

14.a. For Possible Action: Accept a FFY 2024 Homeland Security Grant Program (HSGP) award from the Nevada Office of the Military, Division of Emergency Management in the amount of $60,000 to retrofit an existing mobile command vehicle with emergency communication equipment and supplies, and to allow Emergency Manager to sign the grant award.

- FFY 24 Lyon County HSGP Subaward

15. Advisory Board Appointments

15.a. For Possible Action: Appoint up to 2 members to the Walker River Weed Control Board with one term expiring December 31, 2025, and another term expiring December 31, 2026.

- Scott Huntley, Application

15.b. For Possible Action: Appoint up to 4 members to the Advisory Board to Manage Wildlife with 1 term expiring December 31, 2025, and 3 terms expiring December 31, 2027.
- Sherry Sioux Flynn, Application
- Gavin Henderson, Application
- Darrel Skubinna, Application
- Michael Osterman, Application
- Joseph Crawford, Application

15.c. For Possible Action: Appoint up to 3 members to the Animal Control Advisory Board with 2 terms expiring December 31, 2025, and 1 term expiring December 31, 2026.
- Sherry Sioux Flynn, Application
- Amber Nelson, Application
- Vanessa Stuart, Application
- Ashley Toney, Application

15.d. For Possible Action: Appoint up to 3 members to the Mound House Advisory Board with terms expiring December 31, 2026.
- Heidi Marty, Application

15.e. For Possible Action: Appoint up to 2 members to the Silver City Advisory Board with terms expiring December 31, 2026.
- Erich Obermayr, Application

15.f. For Possible Action: Appoint up to 2 members to the Smith Valley Advisory Board with terms expiring December 31, 2026.
- Jonathan Turner, Application

15.g. For Possible Action: Appoint up to 8 members to the Smith Valley Park and Recreation Advisory Board with 3 terms expiring December 31, 2025, and 5 terms expiring December 31, 2026.
- Brandt Hiles, Application
- Mark Phillips, Application
- Debbie Hockaday, Application

15.h. For Possible Action: Appoint up to 2 members to the Stagecoach Advisory Board with terms expiring December 31, 2026.
- Andrew Merritt, Application
- Timothy Lee Frank, Application
- Amanda Brinnand, Application

16. County Manager

16.a. For Possible Action: Provide staff with direction to respond to the State of Nevada application #93877T filed on September 17, 2024, for a proposal to temporarily change the place and manner of use of a portion of water right claims of the Walker River adjudicated in the Walker River Decree. As a result, the Board of Commissioners, pursuant to Nevada Revised Statutes 533.363, shall consider the request and may provide a recommended course of action to the State Engineer that is non-binding.
- Letter of Request From the State of Nevada
- Newspaper Notice

16.b. For Possible Action: Approve the response letter to the Nevada Department of Transportation

regarding the Rural Engagement Plan.

- NDOT Rural Engagement Plan Response Letter

16.c. For Possible Action: Presentation, discussion and recommendations on the processing of planning applications, site improvement permits and building permits in the Dayton Utilities service area with the existing effluent disposal issues in the Dayton area. Options include, but are not limited to, continuing a temporary pause in applications and permits with review at regular intervals; accepting planning applications with the understanding that connections and occupancy may be delayed; granting site improvement permits understanding that acceptance of improvements may be delayed based on sewer capacity issues in the Dayton area; issuing partial building permits or permits up to utility approval with the understanding that a certificate of occupancy may not be issued.

16.d. For Possible Action: Presentation, discussion and recommendations on next steps for resolving the effluent disposal issues in the Dayton area.

17. 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: November 21, 2024

Agenda Item Number:
6.a

Subject:
Time Certain at 9:00 AM: For Possible Action: Presentation given by Jim Peckham, Executive Director of Friends In Service Helping (FISH) Douglas, Carson, Lyon and Storey Counties and beyond.

Summary:
Presentation Purpose:
In a recent meeting, the FISH Board of Directors recognized how few community members realize that FISH is more than a thrift store. One suggestion to address this was to make sure local City/County governments have an overview presentation to make them aware and to answer any questions they may have about the organization. The goal is not to ask for anything, other than the 30 minutes of time to provide information, and answer questions. As community leaders are made aware of our multifaceted organization, we will initiate other communication methods to reach the rest of the community.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- FISH Presentation

Friends **I**n **S**ervice **H**elping Douglas/Carson/Lyon/Storey Counties and Beyond….

For 45 years of,
offering a hand-up, not a handout through
Food, Instruction, Shelter, & Healthcare to
Northern Nevada community members who want
positive life changes!

FISH
CLIENT SERVICE REPORT
2023-2024

Serving Carson, Douglas, Storey, and Lyon Counties
*all numbers are unduplicated

3401 Households
6280 Total People
289 Veterans
1013 Disabled
885 Homeless

Ross Medical Clinic
319
Patients

New Families Served
1,003

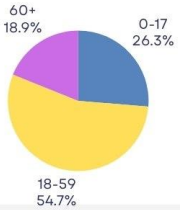
Food Pantry Meals
476,371
Dining Room Meals
17,164

STORE
$22,564
worth of vouchered items to help families with basic needs such as clothing, furniture, tools, and appliances from all 3 FISH THRIFT locations.

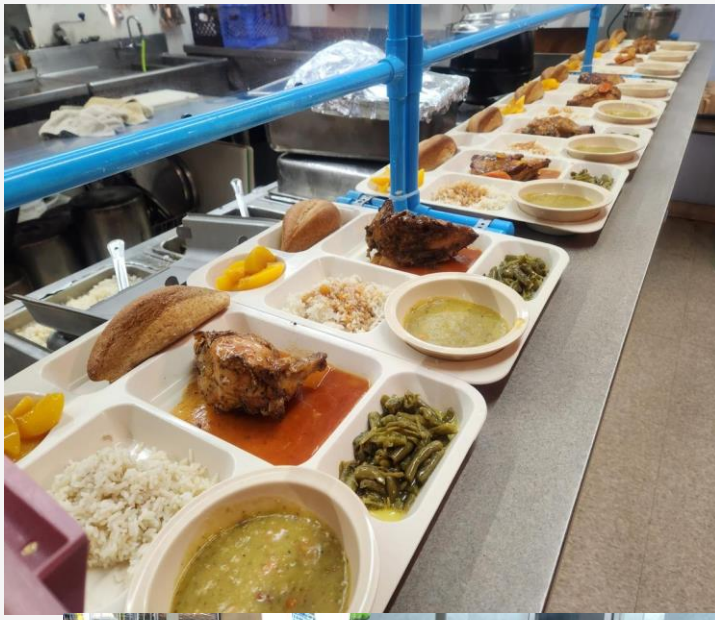
Temporary Shelter - Total Served

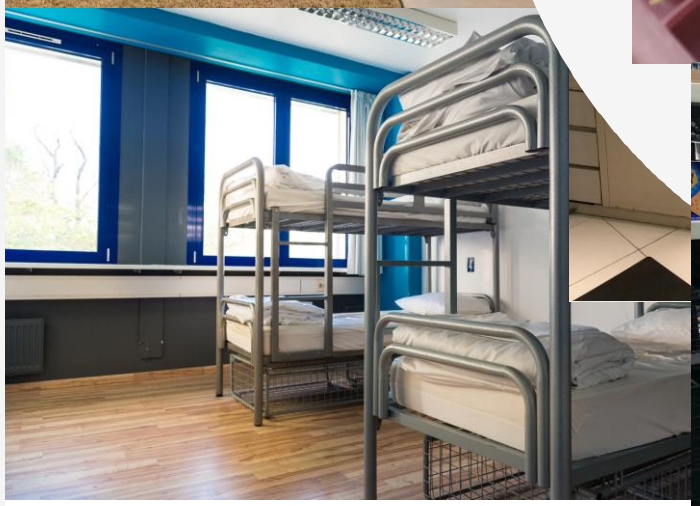
147	Women's Shelter
194	Men's Shelter
28	Family Shelter

Age Breakdown



Utility Assistance
$41,446
amount of funds spent on water, gas, and electricity assistance for
205
households





- 99% of our funding is local
- 95% of every dollar goes to Services
- 90% of Staff are Volunteers
- Collaboration with other agencies

(Volunteer if you want to make a difference in the life of a veteran, family, or individuals on fixed incomes!)

Dignity Cards… also in Spanish:

Providing a Hand-up, Not a Hand-out

Working to end "generational poverty"

By Changing Behaviors, We Change Lives!

Two major issues facing our region

1. Lack of Affordable Housing

2. Lack of skilled labor to fill higher paying tech jobs

FISH believes that we can do more for our community: not by building more affordable housing, but **by making fewer people reliant on affordable housing.**

"And the Carson Motor Lodge isn't what it used to be, either. It still stands, renamed the Whistle Stop Inn. The trees are gone, chopped down years ago. The grass is gone, replaced by rocks and a tattered picket fence. A train play set sits out front, a gazebo with a couple of mannequins has been added, and a sun-faded John Wayne watches you out the front window. The paint is peeling and the roof is worn. The place no longer looks crisp and comfortable, it now looks run down… the Whistle Stop Inn is used as low income housing for those who have trouble keeping an apartment…."

*Excerpt from: Aroundcarson.com

Low Cost, Luxury Apartments for Students

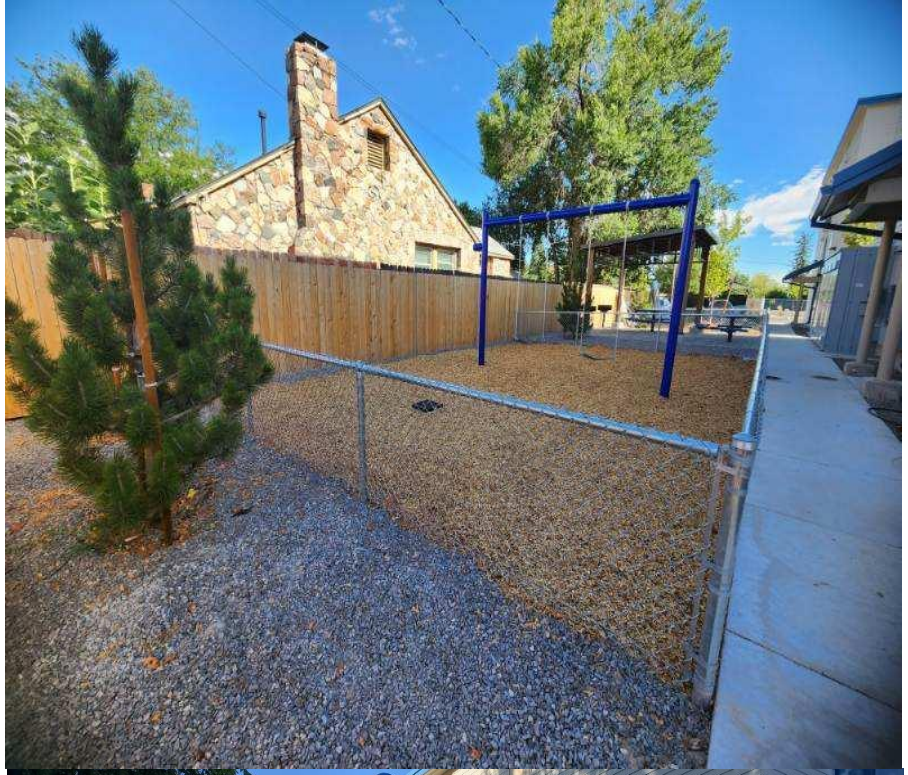
FRIENDS IN SERVICE HELPING

FISH

www.nvfish.com

REVITALIZING OUR COMMUNITY

Interns, Community College, Apprentices, 4-Year College, Teachers/Trainers



www.nvfish.com

HOW TO GET INVOLVED

Donate your Time-Volunteer

- Volunteer at Food Banks
- Client Services-Client Coaching
- Fun-raising Raffles/Planning/Set-up

Donate In-kind

- Food
- Medical Supplies
- Household Goods

Donate Financially

- Stocks/Bonds/Boats/Vehicles/Land
- Building Recognition ($0-$3M)
- Leave a Legacy You Choose-Estate Plans/Wills

What's Next??

Implementing a fix for clients who have:

<u>Mental Heath Issues</u>

that keep them in the vortex of Homelessness

FRIENDS IN SERVICE HELPING

FISH

www.nvfish.com

REVITALIZING OUR COMMUNITY

It's what we do!

- Other Presentations??
- Volunteer??
- Tours??
- Questions ???

Carson City Stagecoach Co.
Carson City

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: November 21, 2024

Agenda Item Number:
6.b

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Summary:

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Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- 2024 Business License Revocation List

License #	Corporate/Entity Name	Business Address	NV SOS BUSINESS LICENSE (YELLOW IS NON-COMPLIANT)	1ST LATE NOTICE SENT	1ST CERTIFIED MAILING/ RECEIPT RETURN DATE	2ND CERTIFIED NOTICE & HEARING LETTER SENT - RECEIVED	Notes
08992-1	A ROOTER-MAN PLUMBING, SEWER & DRAIN	2890 VASSAR ST #12B SPARKS, NV 89431	NV20051319967 EXP 6/30/2025	9/13/2024	10/14-15/2024	11/4/2024	
11927	AARON WILLEY WELL DONE MOBILE RV TECH LLC	118 COSSER ST. DAYTON, NV 89403	NV 20232801390 EXP 5/31/2025	9/13/2024	10/14-15/2024	11/4/2024	
04672-1	ADAIR CONSTRUCTION, INC.	1275 CREST DRIVE SILVER SPRINGS, NV 89429	NV19931100817 ****REVOKED 12/31/2022****	9/13/2024	10/14-15/2024 RECEIPT RETURNED 10/17/2024	11/1/2024	
11195-1	AJ CONSTRUCTION LLC	1895 E US 50 SILVER SPRINGS, NV 89429	NV20191664950 ****IN DEFAULT 12/31/2023****	9/13/2024	10/14-15/2024	11/1/2024	
06969-1	ALL SIERRA ELECTRICAL, LLC	3188 CARMINE UNIT A CARSON CITY, NV 89706	NV20001087217 EXP 9/30/2025	9/13/2024	10/14-15/2024 RECEIPT RETURNED 10/24/2024	10/31/2024	
11715	ANCHOR MANAGEMENT AND CONSULTING, LLC	4900 GENTRY LANE CARSON CITY, NV 89701	NV20222495420 EXP 6/30/2025	9/13/2024	10/14-15/2024	11/4/2024	
10778-1	AQ&B L.L.C.	5470 SIDEHILL DR SUN VALLEY, NV 89433	NV20161097704 **** IN DEFAULT 2/9/2024****	9/13/2024	10/14-15/2024	11/4/2024	
11706	ARCADIA SOLAR NV LLC	6370 MONTESSOURI ST LAS VEGAS, NV 89113	NV20141523640 ****IN DEFAULT 8/31/2024****	9/13/2024	10/14-15/2024	11/1/2024	
01866-1	BASALITE CONCRETE PRODUCTS, LLC	1150 N. PINE NUT ROAD DAYTON, NV 89403	NV20011033326 EXP 3/31/2025	9/13/2024	10/14-15/2024 RECEIPT RETURNED 10/18/2024	11/1/2024 - 11/05/2024	Received pmt for wrong renewal amount. Acct pending new pmt.
11797	BASQUET'S DELI LLC	2510 S HWY 95 ALT SILVER SPRINGS, NV 89429	NV20222599778 ****IN DEFAULT 10/31/2024****	9/13/2024	10/14-15/2024	11/4/2024	
11894	BELL ELECTRICAL SYSTEMS LLC	955 GRIER DR STE A LAS VEGAS, NV 89119	NV20071334386 EXP 11/30/2024	9/13/2024	10/14-15/2024 RECEIPT RETURNED 10/18/2024	10/31/2024 - 11/04/2024	
10493-1	BIG DAWG AUTO SALES LLC	8660 HWY 50 E STAGECOACH, NV 89429	NV20151743920 ****ADMIN HOLD 12/19/2015****	9/13/2024	10/14-15/2024	11/4/2024 - RETURNED UNCLAIMED	
11742	BLISS IN FRAGRANCE LLC	28 CALCITE DR MOUND HOUSE, NV 89706	NV20222559043 EXP 9/30/2025	9/13/2024	10/14-15/2024 RECEIPT RETURNED 10/25/2024	11/6/2024	
10907-1	ADVANCED PLASTIC MOLDING, INC.	15 COWEE DR MOUND HOUSE, NV 89706	NV19881020329 ****IN DEFAULT 7/31/2024****	9/13/2024	10/14-15/2024	11/4/2024	
10942-1	BRISTOL-GOTHARD, LLC	140 DOUGLAS ST STE 5 DAYTON, NV 89403	NV20171523258 ****IN DEFAULT 8/31/2024****	9/13/2024	10/14-15/2024 RECEIPT RETURNED 10/28/24	11/6/2024	
11852	BSL ELECTRIC CORP	90 CESSNA LANE LOVELOCK, NV 89419	NV20061141582 ****IN DEFAULT 07/31/2024****	9/13/2024	10/14-15/2024 RECEIPT RETURNED 10/18/2024	11/1/2024 - 11/04/2024	
11804	BURNETT ELECTRIC INC	1215 KLEPPE LANE # 10 SPARKS, NV 89431	NV20081012874 EXP 3/31/2025	9/13/2024	10/14-15/2024	11/6/2024	
08501-1	C.C. IRON, INC.	29 PPF WAY MOUND HOUSE , NV 89706	NV20051425866 ****IN DEFAULT 7/31/2024****	9/13/2024	10/14-15/2024	11/1/2024	
01558-1	CARSON VALLEY OIL COMPANY, INC.	4551 GONI ROAD CARSON CITY, NV 89702	NV19771001543 EXP 3/31/2025	9/13/2024	10/14-15/2024 RECEIPT RETURNED 10/24/2024	10/31/2024-11/05/2024	
11498	COBRA CONCRETE LLC	1105 BROWNE LANE FERNLEY, NV 89408	NV20201852642 EXP 7/31/2025	9/13/2024	10/14-15/2024	11/4/2024	
11575	COLD VALLEY LAWN SERVICES LLC	17775 BLACKBIRD DR RENO, NV 89508	NV20201769765 EXP 5/31/2025	9/13/2024	10/14-15/2024	11/4/2024	
10355-1	COVERSTON PEST CONTROL	200 S MAIN ST FALLON, NV 89406	NV20151158563 EXP 3/31/2025	9/13/2024	10/14-15/2024 RECEIPT RETURNED 10/29/2024	11/6/2024	

11524	Krieger Guns	160 E GRANT ST. SILVER CITY, NV 89428	NV20181231900 **EXP 4/30/2024**	9/13/2024	10/14-15/2024	mailed a letter to remind 11/7/24 for new pmt	Received pmt for wrong renewal amount. Acct pending new pmt.
11384	DUNHAMS COMMERCIAL LLC	6000 WINNEMUCCA RANCH RD RENO, NV 89510	NV20161036692 EXP 1/31/2025	9/13/2024	10/14-15/2024	11/4/2024	
10723-1	EDGE COMMUNICATIONS, INC.	2955 HWY 40 W. VERDI, NV 89439	NV20041552435 **IN DEFAULT 8/31/2024 **	9/13/2024	10/14-15/2024	11/1/2024	
11902	ELITE ROOF SYSTEMS & SOLUTIONS LLC	507 SUMMER ST FERNLEY, NV 89408	NV20171377505 EXP 6/30/2025	9/13/2024	10/14-15/2024	11/4/2024	
12080	ENDURED BUILDERS	3160 ELM STREET SILVER SPRINGS, NV 89429	NV20031449020 EXP 9/30/2025	9/13/2024	10/14-15/2024	11/4/2024	
04308-1	EXCAL CONSTRUCTION, INC.	13090 SEMINOLE ROAD STAGECOACH, NV 89429	NV19981182458 EXP 3/31/2025	9/13/2024	10/14-15/2024	11/4/2024	
12100	FELIX MECHANICAL SYSTEMS LLC	1850 VICTORIAN AVE STE A SPARKS, NV 89431	NV20222560224 EXP 09/30/2025	9/13/2024	10/14-15/2024	11/1/2024 - 11/02/2024	
12007	FINISH TRADE DIRECT	2235 GLENDALE AVE UNIT A SPARKS, NV 89431	NV20191332440 EXP 5/31/2025	9/13/2024	10/14-15/2024	11/4/2024	
11793	FOCUSED TATTOOS LLC	5935 APACHE DR STAGECOACH, NV 89429	NV20222624201 **IN DEFAULT 11/30/2023**	9/13/2024	10/14-15/2024 RETURNED UNABLE TO FWD 11/5/24	11/1/2024	
12098	GLOBAL CONNECT NETWORK	PO BOX 422 WELLINGTON, NV 89444	NV20243032075 EXP 2/28/2025	9/13/2024	10/14-15/2024	11/4/2024	
11388	HERO ENVIRONMENTAL LLC	2925 ROGERS RD FALLON, NV 89406	NV20201797547 EXP 6/30/2025	9/13/2024	10/14-15/2024 RECEIPT RETURNED 10/31/2024	11/4/2024	
10835-1	HIGH SIERRA LOCKSMITHS	318 S TAYLOR ST FALLON, NV 89406	NV20243199590 EXP 9/30/2025	9/13/2024	10/14-15/2024	11/6/2024	
03205-1	IMPROVE ALL CONSTRUCTION, INC.	11600 CAMPO RICO SPARKS, NV 89411	NV19941113724 EXP 10/31/2025	9/13/2024	10/14-15/2024 RECEIPT RETURNED 10/17/2024	10/31/2024	
11724	IRONCLAD ELECTRIC	425 WESTERN RD STE 108 RENO, NV 89506	NV20212012708 **COMPLIANCE ADMIN HOLD**	9/13/2024	10/14-15/2024 RECEIPT RETURNED 10/17/2024	11/1/2024 - REFUSED	
11905	JAG PROPERTIES NV LLC	2275 DICKERSON RD RENO, NV 89503	NV20171457442 EXP 7/31/2025	9/13/2024	10/14-15/2024 RECEIPT RETURNED 10/18/2024	11/4/2024 - 11/06/2024	
11940	JBPRODUCTIONZ	550 MARINA GATEWAY DR #1021 SPARKS, NV 89434	NV20232862710 **IN DEFAULT 8/31/2024**	9/13/2024	10/14-15/2024	11/4/2024	
11917	NV Stripe & Sweep	92 ROSE PEAK RD DAYTON, NV 89403	NV20232839033 **EXP 7/31/2024**	9/13/2024	10/14-15/2024	11/4/2024	
08951-1	STOR-IT MINI STORAGE LLC	404 HWY 339 YERINGTON, NV 89447	NV20061690273 **PERM REVOKED 5/31/2011**	9/13/2024	10/14-15/2024 RECEIPT RETURNED 10/21/2024	11/1/2024	
11660	KRISTIN KLUG	1801 E WILLIAM ST STE H CARSON CITY, NV 89701	NV20181326274 **EXP 5/31/2024**	9/13/2024	10/14-15/2024	11/4/2024	
12139	LAS VEGAS PROTECTIVE SERVICES	512 WEST GOLDFIELD AVE #1018 YERINGTON, NV 89447	NV20071558729 EXP 9/30/2025	9/13/2024	10/14-15/2024 RECEIPT RETURNED 10/16/2024	11/4/2024 - 11/6/2024	
11953	LEGION SOLAR POWER LLC	3945 W CHEYENNE AVE STE 204 N LAS VEGAS, NV 89032	NV20201777863 EXP 5/31/2025	9/13/2024	10/14-15/2024	11/4/2024	
11932	M.B. LEWIS CONSTRUCTION	5285 ALLEGRE LN FALLON, NV 89406	NV19981370951 EXP 11/30/2024	9/13/2024	10/14-15/2024	11/4/2024	
11869	MASTEC NETWORK SOLUTIONS, INC	3443 AIRPORT ROAD SACRAMENTO, CA 95834	NV20141283922 EXP 4/30/2025	9/13/2024	10/14-15/2024	11/4/2024	

11097-1	SILVER SPRINGS AIR LLC	7565 BASS ST SILVER SPRINGS, NV 89429	NV20181721279 ****REVOKED 10/31/2019****	9/13/2024	10/14-15/2024	11/4/2024 - 11/6/2024	
12041	MOUNTAIN BOZS FIREWOOD	75 W TUCKER LN YERINGTON, NV 89447	NV20222611693 ****EXP 10/31/2024****	9/13/2024	10/14-15/2024	11/6/2024	
03047-1	NELSON ELECTRIC CO., INC.	1410 FREEPORT BLVD. SPARKS, NV 89431	NV19781008753 EXP 9/30/2025	9/13/2024	10/14-15/2024 RECEIPT RETURNED 10/16/2024	10/31/2024 - 11/04/2024	
11775	NICOLE LYNN DEWET	235 POTOSI ROAD DAYTON, NV 89403	NV20222504036 ****EXP 08/31/2024****	9/13/2024	10/14-15/2024	11/1/2024	
11984	NORTHERN NEVADA MECHANICAL	2575 PERRYVILLE DR RENO, NV 89521	NV20222605346 EXP 10/31/2025	9/13/2024	10/14-15/2024	11/4/2024	
12105	NORTHERN NV CLEANUP LLC	1749 VICTORIAN AVE SPARKS, NV 89451	V20243009799 EXP 1/31/2025	9/13/2024	10/14-15/2024 RECEIPT RETURNED 10/16/2024	10/31/2024 - 11/04/2024	
08591-1	OFFICE DEPOT, INC.	2990 NORTHTOWNE ROAD RENO, NV 89512	NV20201861731 EXP 8/31/2025	9/13/2024	10/14-15/2024 RECEIPT RETURNED 10/29/2024	11/5/2024	
11547	OMBOLI INTERIORS, INC	4200 REWANA WAY # 505 RENO, NV 89502	NV19851020637 EXP 12/31/2024	9/13/2024	10/14-15/2024 RETURNED UNABLE TO FWD 11/5/24	11/5/2024	
12074	PALMETTO SOLAR, LLC	1616 CAMDEN ROAD, STE 300 CHARLOTTE, NC 28203	NV20171540250 EXP 8/31/2025	9/13/2024	10/14-15/2024 RETURNED UNABLE TO FWD 11/5/24	11/5/2024	
11192-1	POLYMER80 PROPERTIES LLC	134 LAKES BLVD DAYTON, NV 89403	NV20161557213 ****IN DEFAULT 9/30/2024****	9/13/2024	10/14-15/2024	11/5/2024	
10796-1	POLYMER80, INC	134 LAKES BLVD DAYTON, NV 89403	NV20141764481 EXP 12/31/2024	9/13/2024	10/14-15/2024	11/5/2024	
11323	POWERSCREEN OF NORTHERN CALIFORNIA, INC	1205 BUSINESS PARK DRIVE DIXON, NV 95620	NV20201822764 EXP 6/30/2025	9/13/2024	10/14-15/2024 RECEIPT RETURNED 10/18/2024	10/31/2024 - 11/04/2024	
08577-1	PRECISION COPIER SERVICE, INC.	4710 LONGLEY LANE RENO, NV 89502	NV19951163777 EXP 12/31/2024	9/13/2024	10/14-15/2024	11/5/2024	
12126	PRECISION LLC	7 CASH DR MOUNDHOUSE, NV 89706	NV20232701167 EXP 2/28/2025	9/13/2024	10/14-15/2024 RECEIPT RETURNED 10/17/2024	10/31/2024 - REC?? 31/4	
11535	PRECISION TECHNIQUES VINTAGE GLASS LLC	10101 US 50 # D # C MOUNDHOUSE, NV 89706	NV20201758045 EXP 4/30/2025	9/13/2024	10/14-15/2024 RETURNED UNABEL TO FWD 11/5/24	11/5/2024	
11352	PREMIUM LAWN & LANDSCAPES	950 GLENDALE # F SPARKS, NV 89431	NV20101009409 EXP 12/31/2024	9/13/2024	10/14-15/2024	11/5/2024 - UNDELIVERABLE	
12137	QA TRANSPORT LLC	3395 LOOKOUT PL RENO, NV 89503	NV20222335920 EXP 1/31/2025	9/13/2024	10/14-15/2024 RECEIPT RETURNED 10/17/2024	10/31/2024 - 11/2/2024	
11816	RAFTER C, LLC	1055 ARROYO DR GARDERVILLE, NV 89410	NV20041249294 ****IN DEFAULT 10/31/2024****	9/13/2024	10/14-15/2024 RECEIPT RETURNED 10/19/2024	10/31/2024 - 11/04/2024	
09466-1	REDBOX AUTOMATED RETAIL, LLC	1 TOWER LANE, STE 800 OAKBROOK TERRACE, IL 60181	NV20041277708 EXP 11/30/2024	9/13/2024	10/14-15/2024	11/5/2024	
11701	R L Good and Sons Construction	3160 BOWERS LANE CARSON CITY, NV 89706	NV20121548864 ****EXP 9/30/2024****	9/13/2024	10/14-15/2024 RECEIPT RETURNED 10/21/2024	11/1/2024	
10708-1	SECURITAS ELECTRONIC SECURITY, INC	3800 TABS DR UNIONTOWN, OH 44685	NV20151583294 ****WITHDRAWN 9/30/2024****	9/13/2024	10/14-15/2024	11/5/2024	
07130-1	LAZY S HANDYMAN	10 THURSTON WAY YERINGTON, NV 89447	N/A PER CLERK TREASURER	9/13/2024	10/14-15/2024	11/5/2024 - 11/6/2024	
11674	Dayton Valley Carpet Care	151 WILD HORSE RD DAYTON, NV 89403	NV20201817759 EXP 6/30/2025	9/13/2024	10/14-15/2024	11/5/2024	

05933-1	SIERRA NV TELEPHONES SYSTEMS, INC.	595 SPICE ISLANDS DR #4 RENO, NV 89511	NV20111454218 ****DISSOLVED 7/31/2023****	9/13/2024	10/14-15/2024	11/5/2024-UNDELIVERABLE	
11602	SILVER DOLLAR RECORDS LLC	125 OAKMONT DR DAYTON, NV 89403	NV20212263518 ****IN DEFAULT 10/31/2024****	9/13/2024	10/14-15/2024	11/5/2024	
11383	STANDARD ROCK LTD	3094 RESEARCH WAY SUITE 64 CARSON CITY, NV 89706	NV20201766239 EXP 4/30/2025	9/13/2024	10/14-15/2024 RECEIPT RETURNED 10/17/2024	10/31/2024	
11907	STC NETCOM INC	3321 SWETZER ROAD BLDG E LOOMIS, CA 95650	NV20222389376 EXP 3/31/2025	9/13/2024	10/14-15/2024 RECEIPT RETURNED 10/18/2024	10/31/2024 - 11/5/2024	
11744	STEAK IT UP	1790 DONNER TRL SILVER SPRINGS, NV 89429	NV20222409909 EXP 3/31/2025	9/13/2024	10/14-15/2024	11/5/2024 - UNDELIVERABLE	
12034	SUN SOURCE ENERGY LLC	9025 DOUBLE DIAMOND PKWY #100 RENO, NV 89521	NV20171733093 EXP 11/30/2024	9/13/2024	10/14-15/2024	11/6/2024	
12060	SUNNOVA ENERGY CORPORATION	20 GREENWAY PLAZA STE 540 HOUSTON, TX 77046	NV20131390145 EXP 6/30/2025	9/13/2024	10/14-15/2024	11/6/2024	
12055	TELT VENTURES LLC	823 E PILOT RD STE C LAS VEGAS, NV 89119	NV20181273458 EXP 4/30/2025	9/13/2024	10/14-15/2024 RECEIPT RETURNED 10/31/2024	10/28/2024	
08973-1	TERMINIX INTERNATIONAL CO. L.P.	5655 RIGGINS COURT #1 RENO, NV 89502	NV19911004735 ****IN DEFAULT 6/30/2024****	9/13/2024	10/14-15/2024 RECEIPT RETURNED 10/22/2024	11/1/2024	
11939	TROOMI WIRELESS INC	719 E TIMPANOGOS PKWY STE M3100 OREM, UT 84097	NV20212011969 EXP 2/28/2025	9/13/2024	10/14-15/2024 RECEIPT RETURNED 10/21/2024	10/31/2024	
11102-1	TROY WHITEHEAD LLC	4840 GREELEY AVE SILVER SPRINGS, NV 89429	NV20191429173 EXP 6/30/2025	9/13/2024	10/14-15/2024 RECEIPT RETURNED 10/18/2024	10/31/2024 - 11/02/2024	
11808	UNIQUE TREASURES & GEMS LLC	1060 HIGHWAY 95 A SILVER SPRINGS, NV 89429	NV20243060108 EXP 02/28/2025	9/13/2024	10/14-15/2024 RECEIPT RETURNED 10/24/2024	10/31/2024	
09488-1	R CONSTRUCTION	415 PARR CIRCLE RENO, NV 89512	NV20091042261 EXP 9/30/2025	9/13/2024	10/14-15/2024	11/6/2024	
11862	Promethean Designs	305 PHYLLIS WAY STAGECOACH, NV 89429	NV20222657509 EXP 12/31/2024	9/13/2024	10/14-15/2024 RECEIPT RETURNED 10/17/2024	10/31/2024-11/5/2024	
11189-1	TITAN SOLAR POWER NV INC	2222 E. YEAGER DR. STE. 100 CAHNDLER, AZ 85286	NV20181540373 EXP 7/31/2025	9/13/2024	10/14-15/2024	11/6/2024	

There were 63 Business Licenses revoked and closed in December of 2023. In the FY23-24, there were 295 total new business licenses that were approved.
From June 1, 2024 to currect, 130 new business licenses have been approve and there are currently 1,990 active business licenses.

6.D.

License #	Corporate/Entity Name	Business Address	NV SOS BUSINESS LICENSE (YELLOW IS NON-COMPLIANT)	1ST LATE NOTICE SENT	1ST CERTIFIED MAILING/ RECEIPT RETURN DATE	2ND CERTIFIED NOTICE & HEARING LETTER SENT - RECEIVED	Notes
08992-1	A ROOTER-MAN PLUMBING, SEWER & DRAIN	2890 VASSAR ST #12B SPARKS, NV 89431	NV20051319967 EXP 6/30/2025	9/13/2024	10/14-15/2024	11/4/2024	
11927	AARON WILLEY WELL DONE MOBILE RV TECH LLC	118 COSSER ST. DAYTON, NV 89403	NV 20232801390 EXP 5/31/2025	9/13/2024	10/14-15/2024	11/4/2024	
~~04672-1~~	~~ADAIR CONSTRUCTION, INC.~~	~~1275 CREST DRIVE SILVER SPRINGS, NV 89429~~	~~NV19931100817 **REVOKED 12/31/2022**~~	~~9/13/2024~~	~~10/14-15/2024 RECEIPT RETURNED 10/17/2024~~	~~11/1/2024~~	CLOSED
11195-1	AJ CONSTRUCTION LLC	1895 E US 50 SILVER SPRINGS, NV 89429	NV20191664950 **IN DEFAULT 12/31/2023**	9/13/2024	10/14-15/2024	11/1/2024	
06969-1	ALL SIERRA ELECTRICAL, LLC	3188 CARMINE UNIT A CARSON CITY, NV 89706	NV20001087217 EXP 9/30/2025	9/13/2024	10/14-15/2024 RECEIPT RETURNED 10/24/2024	10/31/2024	
11715	ANCHOR MANAGEMENT AND CONSULTING, LLC	4900 GENTRY LANE CARSON CITY, NV 89701	NV20222495420 EXP 6/30/2025	9/13/2024	10/14-15/2024	11/4/2024	
10778-1	AQ&B L.L.C.	5470 SIDEHILL DR SUN VALLEY, NV 89433	NV20161097704 ** IN DEFAULT 2/9/2024**	9/13/2024	10/14-15/2024	11/4/2024	
11706	ARCADIA SOLAR NV LLC	6370 MONTESSOURI ST LAS VEGAS, NV 89113	NV20141523640 **IN DEFAULT 8/31/2024**	9/13/2024	10/14-15/2024	11/1/2024	
~~01866-1~~	~~BASALITE CONCRETE PRODUCTS, LLC~~	~~1150 N. PINE NUT ROAD DAYTON, NV 89403~~	~~NV20011033326 EXP 3/31/2025~~	~~9/13/2024~~	~~10/14-15/2024 RECEIPT RETURNED 10/18/2024~~	~~11/1/2024 - 11/05/2024~~	PAID
11797	BASQUET'S DELI LLC	2510 S HWY 95 ALT SILVER SPRINGS, NV 89429	NV20222599778 **IN DEFAULT 10/31/2024**	9/13/2024	10/14-15/2024	11/4/2024	
11894	BELL ELECTRICAL SYSTEMS LLC	955 GRIER DR STE A LAS VEGAS, NV 89119	NV20071334386 EXP 11/30/2024	9/13/2024	10/14-15/2024 RECEIPT RETURNED 10/18/2024	10/31/2024 - 11/04/2024	
10493-1	BIG DAWG AUTO SALES LLC	8660 HWY 50 E STAGECOACH, NV 89429	NV20151743920 **ADMIN HOLD 12/19/2015**	9/13/2024	10/14-15/2024	11/4/2024 - RETURNED UNCLAIMED	
11742	BLISS IN FRAGRANCE LLC	28 CALCITE DR MOUND HOUSE, NV 89706	NV20222559043 EXP 9/30/2025	9/13/2024	10/14-15/2024 RECEIPT RETURNED 10/25/2024	11/6/2024	
10907-1	ADVANCED PLASTIC MOLDING, INC.	15 COWEE DR MOUND HOUSE, NV 89706	NV19881020329 **IN DEFAULT 7/31/2024**	9/13/2024	10/14-15/2024	11/4/2024	
10942-1	BRISTOL-GOTHARD, LLC	140 DOUGLAS ST STE 5 DAYTON, NV 89403	NV20171523258 **IN DEFAULT 8/31/2024**	9/13/2024	10/14-15/2024 RECEIPT RETURNED 10/28/24	11/6/2024	
11852	BSL ELECTRIC CORP	90 CESSNA LANE LOVELOCK, NV 89419	NV20061141582 **IN DEFAULT 07/31/2024**	9/13/2024	10/14-15/2024 RECEIPT RETURNED 10/18/2024	11/1/2024 - 11/04/2024	
11804	BURNETT ELECTRIC INC	1215 KLEPPE LANE # 10 SPARKS, NV 89431	NV20081012874 EXP 3/31/2025	9/13/2024	10/14-15/2024	11/6/2024	
08501-1	C.C. IRON, INC.	29 PPF WAY MOUND HOUSE , NV 89706	NV20051425866 **IN DEFAULT 7/31/2024**	9/13/2024	10/14-15/2024	11/1/2024	
~~01558-1~~	~~CARSON VALLEY OIL COMPANY, INC.~~	~~4551 GONI ROAD CARSON CITY, NV 89702~~	~~NV19771001543 EXP 3/31/2025~~	~~9/13/2024~~	~~10/14-15/2024 RECEIPT RETURNED 10/24/2024~~	~~10/31/2024 11/05/2024~~	PAID
11498	COBRA CONCRETE LLC	1105 BROWNE LANE FERNLEY, NV 89408	NV20201852642 EXP 7/31/2025	9/13/2024	10/14-15/2024	11/4/2024	
11575	COLD VALLEY LAWN SERVICES LLC	17775 BLACKBIRD DR RENO, NV 89508	NV20201769765 EXP 5/31/2025	9/13/2024	10/14-15/2024	11/4/2024	
10355-1	COVERSTON PEST CONTROL	200 S MAIN ST FALLON, NV 89406	NV20151158563 EXP 3/31/2025	9/13/2024	10/14-15/2024 RECEIPT RETURNED 10/29/2024	11/6/2024	

11524	Krieger Guns	160 E GRANT ST. SILVER CITY, NV 89428	NV20181231900 **EXP 4/30/2024**	9/13/2024	10/14-15/2024	mailed a letter to remind 11/7/24 for new pmt	Received pmt for wrong renewal amount. Acct pending new pmt.
11384	DUNHAMS COMMERCIAL LLC	6000 WINNEMUCCA RANCH RD RENO, NV 89510	NV20161036692 EXP 1/31/2025	9/13/2024	10/14-15/2024	11/4/2024	
10723-1	EDGE COMMUNICATIONS, INC.	2955 HWY 40 W. VERDI, NV 89439	NV20041552435 **IN DEFAULT 8/31/2024 **	9/13/2024	10/14-15/2024	11/1/2024	
~~11902~~	~~ELITE ROOF SYSTEMS & SOLUTIONS LLC~~	~~507 SUMMER ST~~ ~~FERNLEY, NV 89408~~	~~NV20171377505~~ ~~EXP 6/30/2025~~	~~9/13/2024~~	~~10/14-15/2024~~	~~11/4/2024~~	PAID
12080	ENDURED BUILDERS	3160 ELM STREET SILVER SPRINGS, NV 89429	NV20031449020 EXP 9/30/2025	9/13/2024	10/14-15/2024	11/4/2024	
04308-1	EXCAL CONSTRUCTION, INC.	13090 SEMINOLE ROAD STAGECOACH, NV 89429	NV19981182458 EXP 3/31/2025	9/13/2024	10/14-15/2024	11/4/2024	
12100	FELIX MECHANICAL SYSTEMS LLC	1850 VICTORIAN AVE STE A SPARKS, NV 89431	NV20222560224 EXP 09/30/2025	9/13/2024	10/14-15/2024	11/1/2024 - 11/02/2024	
12007	FINISH TRADE DIRECT	2235 GLENDALE AVE UNIT A SPARKS, NV 89431	NV20191332440 EXP 5/31/2025	9/13/2024	10/14-15/2024	11/4/2024	
11793	FOCUSED TATTOOS LLC	5935 APACHE DR STAGECOACH, NV 89429	NV20222624201 **IN DEFAULT 11/30/2023**	9/13/2024	10/14-15/2024 RETURNED UNABLE TO FWD 11/5/24	11/1/2024	
12098	GLOBAL CONNECT NETWORK	PO BOX 422 WELLINGTON, NV 89444	NV20243032075 EXP 2/28/2025	9/13/2024	10/14-15/2024	11/4/2024	
11388	HERO ENVIRONMENTAL LLC	2925 ROGERS RD FALLON, NV 89406	NV20201797547 EXP 6/30/2025	9/13/2024	10/14-15/2024 RECEIPT RETURNED 10/31/2024	11/4/2024	
10835-1	HIGH SIERRA LOCKSMITHS	318 S TAYLOR ST FALLON, NV 89406	NV20243199590 EXP 9/30/2025	9/13/2024	10/14-15/2024	11/6/2024	
03205-1	IMPROVE ALL CONSTRUCTION, INC.	11600 CAMPO RICO SPARKS, NV 89411	NV19941113724 EXP 10/31/2025	9/13/2024	10/14-15/2024 RECEIPT RETURNED 10/17/2024	10/31/2024	
11724	IRONCLAD ELECTRIC	425 WESTERN RD STE 108 RENO, NV 89506	NV20212012708 **COMPLIANCE ADMIN HOLD**	9/13/2024	10/14-15/2024 RECEIPT RETURNED 10/17/2024	11/1/2024 - REFUSED	
~~11905~~	~~JAG PROPERTIES NV LLC~~	~~2275 DICKERSON RD~~ ~~RENO, NV 89503~~	~~NV20171457442~~ ~~EXP 7/31/2025~~	~~9/13/2024~~	~~10/14-15/2024~~ ~~RECEIPT RETURNED 10/18/2024~~	~~11/4/2024 - 11/06/2024~~	PAID
11940	JBPRODUCTIONZ	550 MARINA GATEWAY DR #1021 SPARKS, NV 89434	NV20232862710 **IN DEFAULT 8/31/2024**	9/13/2024	10/14-15/2024	11/4/2024	
11917	NV Stripe & Sweep	92 ROSE PEAK RD DAYTON, NV 89403	NV20232839033 **EXP 7/31/2024**	9/13/2024	10/14-15/2024	11/4/2024	
08951-1	STOR-IT MINI STORAGE LLC	404 HWY 339 YERINGTON, NV 89447	NV20061690273 **PERM REVOKED 5/31/2011**	9/13/2024	10/14-15/2024 RECEIPT RETURNED 10/21/2024	11/1/2024	
11660	KRISTIN KLUG	1801 E WILLIAM ST STE H CARSON CITY, NV 89701	NV20181326274 **EXP 5/31/2024**	9/13/2024	10/14-15/2024	11/4/2024	
12139	LAS VEGAS PROTECTIVE SERVICES	512 WEST GOLDFIELD AVE #1018 YERINGTON, NV 89447	NV20071558729 EXP 9/30/2025	9/13/2024	10/14-15/2024 RECEIPT RETURNED 10/16/2024	11/4/2024 - 11/6/2024	
11953	LEGION SOLAR POWER LLC	3945 W CHEYENNE AVE STE 204 N LAS VEGAS, NV 89032	NV20201777863 EXP 5/31/2025	9/13/2024	10/14-15/2024	11/4/2024	
11932	M.B. LEWIS CONSTRUCTION	5285 ALLEGRE LN FALLON, NV 89406	NV19981370951 EXP 11/30/2024	9/13/2024	10/14-15/2024	11/4/2024	
11869	MASTEC NETWORK SOLUTIONS, INC	3443 AIRPORT ROAD SACRAMENTO, CA 95834	NV20141283922 EXP 4/30/2025	9/13/2024	10/14-15/2024	11/4/2024	

~~11097-1~~	~~SILVER SPRINGS AIR LLC~~	~~7565 BASS ST SILVER SPRINGS, NV 89429~~	~~NV20181721279 **REVOKED 10/31/2019**~~	~~9/13/2024~~	~~10/14-15/2024~~	~~11/4/2024 - 11/6/2024~~	PAID
12041	MOUNTAIN BOZS FIREWOOD	75 W TUCKER LN YERINGTON, NV 89447	NV20222611693 **EXP 10/31/2024**	9/13/2024	10/14-15/2024	11/6/2024	
03047-1	NELSON ELECTRIC CO., INC.	1410 FREEPORT BLVD. SPARKS, NV 89431	NV19781008753 EXP 9/30/2025	9/13/2024	10/14-15/2024 RECEIPT RETURNED 10/16/2024	10/31/2024 - 11/04/2024	
11775	NICOLE LYNN DEWET	235 POTOSI ROAD DAYTON, NV 89403	NV20222504036 **EXP 08/31/2024**	9/13/2024	10/14-15/2024	11/1/2024	
11984	NORTHERN NEVADA MECHANICAL	2575 PERRYVILLE DR RENO, NV 89521	NV20222605346 EXP 10/31/2025	9/13/2024	10/14-15/2024	11/4/2024	
12105	NORTHERN NV CLEANUP LLC	1749 VICTORIAN AVE SPARKS, NV 89451	V20243009799 EXP 1/31/2025	9/13/2024	10/14-15/2024 RECEIPT RETURNED 10/16/2024	10/31/2024 - 11/04/2024	
08591-1	OFFICE DEPOT, INC.	2990 NORTHTOWNE ROAD RENO, NV 89512	NV20201861731 EXP 8/31/2025	9/13/2024	10/14-15/2024 RECEIPT RETURNED 10/29/2024	11/5/2024	
11547	OMBOLI INTERIORS, INC	4200 REWANA WAY # 505 RENO, NV 89502	NV19851020637 EXP 12/31/2024	9/13/2024	10/14-15/2024 RETURNED UNABLE TO FWD 11/5/24	11/5/2024	
12074	PALMETTO SOLAR, LLC	1616 CAMDEN ROAD, STE 300 CHARLOTTE, NC 28203	NV20171540250 EXP 8/31/2025	9/13/2024	10/14-15/2024 RETURNED UNABLE TO FWD 11/5/24	11/5/2024	
11192-1	POLYMER80 PROPERTIES LLC	134 LAKES BLVD DAYTON, NV 89403	NV20161557213 **IN DEFAULT 9/30/2024**	9/13/2024	10/14-15/2024	11/5/2024	
10796-1	POLYMER80, INC	134 LAKES BLVD DAYTON, NV 89403	NV20141764481 EXP 12/31/2024	9/13/2024	10/14-15/2024	11/5/2024	
11323	POWERSCREEN OF NORTHERN CALIFORNIA, INC	1205 BUSINESS PARK DRIVE DIXON, NV 95620	NV20201822764 EXP 6/30/2025	9/13/2024	10/14-15/2024 RECEIPT RETURNED 10/18/2024	10/31/2024 - 11/04/2024	
08577-1	PRECISION COPIER SERVICE, INC.	4710 LONGLEY LANE RENO, NV 89502	NV19951163777 EXP 12/31/2024	9/13/2024	10/14-15/2024	11/5/2024	
12126	PRECISION LLC	7 CASH DR MOUNDHOUSE, NV 89706	NV20232701167 EXP 2/28/2025	9/13/2024	10/14-15/2024 RECEIPT RETURNED 10/17/2024	10/31/2024 - REC?? 31/4	
11535	PRECISION TECHNIQUES VINTAGE GLASS LLC	10101 US 50 # D # C MOUNDHOUSE, NV 89706	NV20201758045 EXP 4/30/2025	9/13/2024	10/14-15/2024 RETURNED UNABEL TO FWD 11/5/24	11/5/2024	
11352	PREMIUM LAWN & LANDSCAPES	950 GLENDALE # F SPARKS, NV 89431	NV20101009409 EXP 12/31/2024	9/13/2024	10/14-15/2024	11/5/2024 - UNDELIVERABLE	
12137	QA TRANSPORT LLC	3395 LOOKOUT PL RENO, NV 89503	NV20222335920 EXP 1/31/2025	9/13/2024	10/14-15/2024 RECEIPT RETURNED 10/17/2024	10/31/2024 - 11/2/2024	
11816	RAFTER C, LLC	1055 ARROYO DR GARDERVILLE, NV 89410	NV20041249294 **IN DEFAULT 10/31/2024**	9/13/2024	10/14-15/2024 RECEIPT RETURNED 10/19/2024	10/31/2024 - 11/04/2024	
09466-1	REDBOX AUTOMATED RETAIL, LLC	1 TOWER LANE, STE 800 OAKBROOK TERRACE, IL 60181	NV20041277708 EXP 11/30/2024	9/13/2024	10/14-15/2024	11/5/2024	
11701	R L Good and Sons Construction	3160 BOWERS LANE CARSON CITY, NV 89706	NV20121548864 **EXP 9/30/2024**	9/13/2024	10/14-15/2024 RECEIPT RETURNED 10/21/2024	11/1/2024	
10708-1	SECURITAS ELECTRONIC SECURITY, INC	3800 TABS DR UNIONTOWN, OH 44685	NV20151583294 **WITHDRAWN 9/30/2024**	9/13/2024	10/14-15/2024	11/5/2024	
~~07130-1~~	~~LAZY S HANDYMAN~~	~~10 THURSTON WAY YERINGTON, NV 89447~~	~~N/A PER CLERK TREASURER~~	~~9/13/2024~~	~~10/14-15/2024~~	~~11/5/2024 - 11/6/2024~~	PAID
~~11674~~	~~Dayton Valley Carpet Care~~	~~151 WILD HORSE RD DAYTON, NV 89403~~	~~NV20201817759 EXP 6/30/2025~~	~~9/13/2024~~	~~10/14-15/2024~~	~~11/5/2024~~	PAID

05933-1	SIERRA NV TELEPHONES SYSTEMS, INC.	595 SPICE ISLANDS DR #4 RENO, NV 89511	NV20111454218 **DISSOLVED 7/31/2023**	9/13/2024	10/14-15/2024	11/5/2024-UNDELIVERABLE	
11602	SILVER DOLLAR RECORDS LLC	125 OAKMONT DR DAYTON, NV 89403	NV20212263518 **IN DEFAULT 10/31/2024**	9/13/2024	10/14-15/2024	11/5/2024	
11383	STANDARD ROCK LTD	3094 RESEARCH WAY SUITE 64 CARSON CITY, NV 89706	NV20201766239 EXP 4/30/2025	9/13/2024	10/14-15/2024 RECEIPT RETURNED 10/17/2024	10/31/2024	
11907	STC NETCOM INC	3321 SWETZER ROAD BLDG E LOOMIS, CA 95650	NV20222389376 EXP 3/31/2025	9/13/2024	10/14-15/2024 RECEIPT RETURNED 10/18/2024	10/31/2024 - 11/5/2024	
11744	STEAK IT UP	1790 DONNER TRL SILVER SPRINGS, NV 89429	NV20222409909 EXP 3/31/2025	9/13/2024	10/14-15/2024	11/5/2024 - UNDELIVERABLE	
12034	SUN SOURCE ENERGY LLC	9025 DOUBLE DIAMOND PKWY #100 RENO, NV 89521	NV20171733093 EXP 11/30/2024	9/13/2024	10/14-15/2024	11/6/2024	
~~12060~~	~~SUNNOVA ENERGY CORPORATION~~	~~20 GREENWAY PLAZA STE 540~~ ~~HOUSTON, TX 77046~~	~~NV20131390145~~ ~~EXP 6/30/2025~~	~~9/13/2024~~	~~10/14-15/2024~~	~~11/6/2024~~	PAID
~~12055~~	~~TELT VENTURES LLC~~	~~823 E PILOT RD STE C~~ ~~LAS VEGAS, NV 89119~~	~~NV20181273458~~ ~~EXP 4/30/2025~~	~~9/13/2024~~	~~10/14-15/2024~~ ~~RECEIPT RETURNED 10/31/2024~~	~~10/28/2024~~	PAID
~~08973-1~~	~~TERMINIX INTERNATIONAL CO. L.P.~~	~~5655 RIGGINS COURT #1~~ ~~RENO, NV 89502~~	~~NV19911004735~~ ~~**IN DEFAULT 6/30/2024**~~	~~9/13/2024~~	~~10/14-15/2024~~ ~~RECEIPT RETURNED 10/22/2024~~	~~11/1/2024~~	CLOSED
11939	TROOMI WIRELESS INC	719 E TIMPANOGOS PKWY STE M3100 OREM, UT 84097	NV20212011969 EXP 2/28/2025	9/13/2024	10/14-15/2024 RECEIPT RETURNED 10/21/2024	10/31/2024	
11102-1	TROY WHITEHEAD LLC	4840 GREELEY AVE SILVER SPRINGS, NV 89429	NV20191429173 EXP 6/30/2025	9/13/2024	10/14-15/2024 RECEIPT RETURNED 10/18/2024	10/31/2024 - 11/02/2024	
11808	UNIQUE TREASURES & GEMS LLC	1060 HIGHWAY 95 A SILVER SPRINGS, NV 89429	NV20243060108 EXP 02/28/2025	9/13/2024	10/14-15/2024 RECEIPT RETURNED 10/24/2024	10/31/2024	
09488-1	R CONSTRUCTION	415 PARR CIRCLE RENO, NV 89512	NV20091042261 EXP 9/30/2025	9/13/2024	10/14-15/2024	11/6/2024	
11862	Promethean Designs	305 PHYLLIS WAY STAGECOACH, NV 89429	NV20222657509 EXP 12/31/2024	9/13/2024	10/14-15/2024 RECEIPT RETURNED 10/17/2024	10/31/2024-11/5/2024	
11189-1	TITAN SOLAR POWER NV INC	2222 E. YEAGER DR. STE. 100 CAHNDLER, AZ 85286	NV20181540373 EXP 7/31/2025	9/13/2024	10/14-15/2024	11/6/2024	

There were 63 Business Licenses revoked and closed in December of 2023. In the FY23-24, there were 295 total new business licenses that were approved.
From June 1, 2024 to currect, 130 new business licenses have been approve and there are currently 1,990 active business licenses.

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: November 21, 2024

Agenda Item Number:
12.a

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

Summary:
Under NRS 244, the Comptroller approves bills for payment and the Board reviews the claims report.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Accept claims and financial reports.

ATTACHMENTS

- Claims Report 10-16-24 to 10-31-24
- Cash Report 10-31-24

CLAIMS REPORT
OCTOBER 15 THROUGH OCTOBER 31, 2024

LYON COUNTY	BILLS	PAYROLL
Governmental Funds		
General	742,717.37	1,051,848.60
Employee Benefits		
Park Construction Tax		
Co-Op Extension	46,976.56	
Unemployment		
Room Tax	474.31	
Aid to Domestic Violence		
Vehicle Acquisition		
Fair and Rodeo	2,830.07	
Capital Improvements	38,312.74	
Justice Court Special Assessment	278.75	
District Court Restricted Fees		
Juvenile Probation Special Assessment		1,014.89
County Library Gift		
911 Surcharge	46,198.21	
Mining Claim Map		
Road	10,916.27	54,138.52
R T C	17,740.30	
Road Improvement	16,330.59	
Opioid Settlement	2,526.67	6,868.83
General Indigent	24,076.02	65,088.91
Medical Indigent	7,312.00	7,912.36
Senior Services	55,723.74	51,603.23
Senior Services Donations	80.71	
Animal Control Donations		
Enterprise Funds		
Dayton Water Utility	104,980.87	62,526.98
Dayton Sewer Utility	247,669.54	43,026.88
Component Unit Funds		
Mason Valley Mosquito Control District	164.60	4,170.76
Central Lyon Vector Control District		
Walker River Weed Control District	106.34	1,169.76
Silver Springs General Improvement District	36,044.47	
Willowcreek General Improvement District	10,589.50	
Subtotal	**1,412,049.63**	**1,349,369.72**

TRUST AND AGENCY	BILLS	PAYROLL
DNA Testing		
Western Regional Youth Facility	6,435.27	49,032.76
Mason Valley Swimming Pool District		129.18
Silver Springs/Stagecoach Hospital	521.13	2,835.64
Fernley Swimming Pool	3,362.64	26,516.39
City of Fernley		
Mason Valley Fire Protection District	10,226.03	36,536.70
North Lyon County Fire Protection District		
Smith Valley Fire Protection District	32,235.17	6,634.56
Stagecoach General Improvement District		
South Lyon Hospital District	19,518.18	
State of Nevada	20,414.33	
City of Yerington		
Fish and Game	190.20	
Walker River Irrigation District	74,277.81	
Range Improvement		
Lyon County Bond	320.00	
Coroner Estate Proceeds		
County Trust Property		
Social Security Payee Program	54,307.78	
Central Lyon County Fire Protection District		
Carson Water Sub-Conservancy District		
Dayton Valley Ground Water		
Smith Valley Artesia		
Mason Valley Artesia		
Churchill Valley Ground Water		
Truckee Carson Irrigation District	16,072.24	
Fernley Ground Water		
Brady Hot Springs Ground Water		
Lyon County School District		
Subtotal	**237,880.78**	**121,685.23**
SUMMARY		
Lyon County	1,412,049.63	1,349,369.72
Trust & Agency	237,880.78	121,685.23
TOTAL	**1,649,930.41**	**1,471,054.95**

CASH REPORT
October 31, 2024

LYON COUNTY	BALANCE
Governmental Funds	
General	19,083,633.71
Park Construction Tax	1,157,760.12
Cooperative Extension	568,402.60
Unemployment	422,917.35
Room Tax	339,026.92
County Stabilization	3,450,000.00
Aid to Domestic Violence	695.00
Vehicle Acquisition	440,676.51
Fair and Rodeo	275,237.61
Justice Court Special Assessment	1,056,928.80
District Court Restricted Fees	816,259.54
Juvenile Probation Special Assessment	204,677.40
Library Gift	10,033.86
Mining Claim Map	23,094.07
911 Surcharge	781,416.52
Animal Control Donations	114,265.85
Road	696,695.58
R T C	18,276,462.12
Road Improvement	1,381,750.38
Opioid Settlement	926,556.80
General Indigent	777,378.50
Medical Indigent	5,998,583.64
Senior Services	833,635.39
Senior Services Donations	195,258.13
Capital Improvements	23,167,353.00
Subtotal Governmental Funds	**80,998,699.40**
Enterprise Funds	
Dayton Water Utility	15,700,514.61
Dayton Sewer Utility	21,787,587.99
Subtotal Enterprise Funds	**37,488,102.60**
Component Unit Funds	
Mason Valley Mosquito Control District	906,267.62
Central Lyon County Vector Control District	583,746.75
Walker River Weed Control District	321,475.33
Silver Springs General Improvement District	4,296,168.29
Willowcreek General Improvement District	938,247.66
Subtotal Component Unit Funds	**7,045,905.65**
Total Lyon County	**125,532,707.65**

CUSTODIAL FUNDS	BALANCE
DNA Testing	1,607.66
Western Nevada Regional Youth Center	1,691,641.65
Mason Valley Swimming Pool District	3,497,870.03
Silver Springs/Stagecoach Hospital	2,000,191.18
Fernley Swimming Pool District	4,036,728.48
City of Fernley	1,873,981.53
Mason Valley Fire Protection District	.
General Fund	534,081.81
Ambulance Fund	1,749,179.85
Acquisition Fund	221,358.00
Emergency Fund	17,244.56
North Lyon County Fire Protection District	628,594.30
Smith Valley Fire Protection District	
General Fund	625,197.23
Emergency Fund	404,266.52
Acquisition Fund	1,175,590.29
Stagecoach General Improvement District	15,050.77
South Lyon Hospital District	1,582,754.83
State of Nevada	984,238.54
City of Yerington	97,769.73
Fish and Game	5,074.09
Walker River Irrigation District	312,794.27
Range Improvement	408.07
Lyon County Bond	788,683.78
Coroner Estate Proceeds	52,646.96
County Trust Property & Inmate Trust	7,100.67
Social Security Payees/Public Guardianships	315,311.75
Central Lyon County Fire Protection District	
General Fund	1,699,506.83
Ambulance Fund	131,639.51
Carson Water Sub-Conservancy District	56,552.31
Dayton Valley Ground Water	3,032.62
Smith Valley Artesia	9,931.08
Mason Valley Artesia	24,603.70
Churchill Valley Ground Water	1,223.94
Truckee Carson Irrigation District	80,711.79
Brady Hot Springs Ground Water	-
Fernley Ground Water	1,660.97
Lyon County School District	
General Fund	3,451,600.33
Debt Service Fund	2,686,388.17
Total Custodial Funds	**30,766,217.80**

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

SUMMARY	
Lyon County	125,532,707.65
Custodial Funds	30,766,217.80
Unallocated Cash	
Unapportioned Secured Taxes	-
Unapportioned Unsecured Taxes	-
Unapportioned Purchase Cards	-
Unapportioned Interest	(15,092.58)
TOTAL	**156,283,832.87**

BANK ACCOUNTS AND PETTY CASH	
Wells Fargo Bank Checking	38,079,195.24
US Bank Investment	79,906,598.81
Local Government Investment Pool	38,281,188.15
Inmate Trust	8,100.67
Fernley Swimming Pool Imprest	300.00
Dayton Utilities Imprest	500.00
Silver Springs GID Imprest	500.00
Petty Cash	7,450.00
TOTAL	**156,283,832.87**

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: November 21, 2024

Agenda Item Number:
12.b

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

Summary:
The Board of Commissioners has requested to have the travel report presented to them. It is not required by statute.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Accept travel claims.

ATTACHMENTS

- Travel Report 10-16-24 to 10-31-24

LYON COUNTY TRAVEL REPORT
October 16-31, 2024

Department / Name	Description	Amount
Sheriff		
Brad Pope	POST Commission Meeting Las Vegas, NV 10/13-10/17/2024 - Airfare	285.98
Caleb Mullen	New Investigator Training Las Vegas, NV 10/27-11/01/2024 - Per Diem	464.00
Ted Ziegenfuss	Sex Offender Watch New Orleans 11/10-11/14/2024 - Per Diem	262.00
Kelsey Ravetto	Sex Offender Watch New Orleans 11/10-11/14/2024 - Per Diem	262.00
Erik Kusmerz	Criminal Investigations Sacramento, CA 10/20-10/26/2024 - Parking	58.00
Kelsey Ravetto	Dayton Substation Coverage 10/15-10/17/2024 - Mileage	76.38
Colleen Straub	Spillman Conference Grapevine, TX 04/28-05/02/2024 - Mileage	103.18
Fernley Justice Court		
Lori Matheus	National Center for State Courts 09/16-09/19/2024 - Taxi, Airport Parking, Mileage, Per Diem, Lodging, Airfare	1,268.73
Walker River Justice Court		
Deseree Landa	NACCA Training Reno, NV 10/10/2024 - Per Diem	19.00
Sherri Hiles	NACCA Training Reno, NV 10/10/2024 - Per Diem	19.00
Leslie Dew-Hendrick	NACCA Training Reno, NV 10/10/2024 - Per Diem	19.00
Rebecca Otto	NACCA Training Reno, NV 10/10/2024 - Per Diem	19.00
Human Services		
Debby Stevens	Visit Client Pahrump, NV 10/29/2024 - Airfare	187.97
Shayla Holmes	NACO Conference Carson City, NV 09/24-09/26/2024 - Registration	300.00
Heather Benson	CIT International Conference Indianapolis, IN 08/25-08/29/2024 - Lodging, Airport Parking, Uber	1,064.31
Shelby Patterson	CIT International Conference Indianapolis, IN 08/25-08/29/2024 - Lodging	931.32
Shayla Holmes	National Guardianship Conference Long Beach, CA 10/18-10/20/2024 - Per Diem	95.00
Road		
Shawn Cisco	Pesticide Applicator Course Reno, NV 10/22-10/23/2024 - Registration, Per Diem	109.00
James Butts	Pesticide Applicator Course Reno, NV 10/22-10/23/2024 - Registration, Per Diem	109.00
Ryan Graves	Pesticide Applicator Course Reno, NV 10/22-10/23/2024 - Registration, Per Diem	109.00
Cody Tucker	Pesticide Applicator Course Reno, NV 10/22-10/23/2024 - Registration, Per Diem	109.00
Fleet		
Elder Bryan	Vactor Maintenance Training Fairfield, CA 10/10/2024 - Per Diem	63.00
Animal Services		
Megan Williams	Module C Animal Control Training Herriman, UT 09/15-09/20/2024 - Fuel, Car Rental	545.93
District Attorney		
Samantha Edmondo	Prosecutors Conference Las Vegas, NV 09/25-09/27/2024 - Registration	225.00
Sean Neahusan	Prosecutors Conference Las Vegas, NV 09/25-09/27/2024 - Registration	225.00
Carmela Reed	Prosecutors Conference Las Vegas, NV 09/25-09/27/2024 - Registration	225.00
Dayton Justice Court		
Angelica Martina	NACCA Conference Reno, NV 10/10-10/11/2024 - Per Diem	29.06
Cynthia Gettis	NACCA Conference Reno, NV 10/10-10/11/2024 - Per Diem, Mileage	105.44
Diane Ingham	NACCA Conference Reno, NV 10/10-10/11/2024 - Per Diem	27.98
Kris Whitaker	NACCA Conference Reno, NV 10/10-10/11/2024 - Per Diem, Mileage	97.40
Juvenile Probation		
Abram Minnitte	Transport Minor 10/16/2024 - Per Diem	28.00
Abram Minnitte	Transport Minor 10/30/2024 - Per Diem	16.00

Christine Alcala-Hanks	Staff Meeting Silver Springs, NV 101/16/2024 - Mileage	21.78
Christopher Gentine	Blueprints for Effective Treatment Reno, NV 11/21/2024 - Registration	96.00
Kevin Montgomery	First Aid & CPR Class Carson City, NV 09/17/2024 - Registration	38.00
Dylan Hennig	First Aid & CPR Class Carson City, NV 09/17/2024 - Registration	38.00
Brennan Entz	First Aid & CPR Class Carson City, NV 09/17/2024 - Registration	38.00
Christopher Gentine	Internal Affairs Conference Las Vegas, NV 12/09-12/13/2024 - Lodging	` 100.91
Paula Fryling	Transport Minor Reno, NV 10/15/2024 - Per Diem	22.00
Kevin Montgomery	Transport Minor Reno, NV 10/20/2024 - Per Diem	20.00
Brennan Entz	Transport Minor Fallon, NV 10/08/2024 - Per Diem	28.00
Brennan Entz	Transport Minor Fallon, NV 10/09/2024 - Per Diem	28.00
Dylan Hennig	Transport Minor Reno, NV 10/18/2024 - Per Diem	33.00
Dylan Hennig	Transport Minor Fallon, NV 10/19/2024 - Per Diem	47.00
Victoria Kubis	Work at Fernley JPO 10/15/2024 - Mileage	20.10
Victoria Kubis	Meeting Dayton JPO 10/21/2024 - Mileage	14.94
Victoria Kubis	Work at Fernley JPO 10/24/2024 - Mileage	20.10
Library		
Jennifer Stockwell	Foundation Event Dayton, NV 10/19/2024 - Mileage	80.40
Jake Frye	Cover Branch Silver Stage 10/19/2024 - Mileage	34.84
Jennifer Stockwell	Trustee Meeting Fernley, NV 10/22/2024 - Mileage	62.98
Kay Edwards	Trustee Meeting Fernley, NV 10/22/2024 - Mileage	21.44
Deanne Davis	Trustee Meeting Fernley, NV 10/22/2024 - Mileage	52.26
		8,276.43

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: November 21, 2024

Agenda Item Number:
12.c

Subject:
For Possible Action: Approve the October 31, 2024 Highway Policy Statement Workshop minutes.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- October 31, 2024 Highway Policy Statement Workshop

Board of County Commissioners
Lyon County, Nevada

The Honorable Board of Lyon County Commissioners met this day, Thursday, October 31, 2024, at 9:00 A.M. in the LYON COUNTY ADMINISTRATIVE COMPLEX, 27 S. MAIN STREET, YERINGTON, NV 89447.

Special Meeting
Highway Policy Statement Workshop

1. Roll Call

Present: Vice-Chair Wes Henderson, Commissioner Robert Jacobson, Commissioner Scott Keller and Commissioner Tammy Hendrix

Present via Zoom: Comm. Dave Hockaday

Staff Present: County Manager Andrew Haskin, Comptroller Josh Foli and Assistant District Attorney Illyssa Fogel

2. Pledge of Allegiance

3. Public Participation

Comm. Henderson asked for public comment and there was none.

4. For Possible Action: Review and Adoption of Agenda

Comm. Henderson asked for public comment and there was none.

Comm. Hendrix moved to adopt the agenda as presented, Comm. Keller seconded, and the motion passed 4-0.

5. County Manager

5.a. For Possible Action: Workshop on the creation of a position statement or position statements regarding major highways in Lyon County. Action may include providing direction to the County Manager and staff on what should be included in the position statement or statements. Discussion topics may include format and structure of a position statement, access management, and overall County goals relating to highways in Lyon County.

County Manager Andrew Haskin and the Commissioners discussed topics that they would like to see included in the position statement including access management, timeliness of project completion, pedestrian safety, road usage, passing lanes, guard rails, funding, and intersection safety.

Comm. Jacobson joined the meeting at 9:08 am.

Sheriff Brad Pope stated that while the county should always strive to improve, he believes local residents would like to see action now and would advise on taking care of short term goals that the public would like to see be

met. He would like to see NDOT pay attention to the short term goals along with the long term goals. He agrees that 95A needs passing lanes especially with the increase in semi-truck traffic. He would also like to see improvements with intersections.

Comm. Jacobson stated coming back with stats would greatly help in shaping this policy statement.

Andrew Haskin stated he would like to see this align with area drainage master plans on the highways. He also stated he is working with Human Service's Marketing Campaign to start up messaging traffic safety.

Comm. Keller stated he would like to see a breakdown of the Master Drainage Plan with road improvements incorporated.

Comm. Henderson asked for public comment.

Vida Keller stated her concerns about access management for businesses primarily on Highway 95A in Silver Springs.

The Commissioners advised staff to create a draft and bring it back. Andrew asked the Commissioners to consider speed, access management and pedestrian safety and safety over all.

Comm. Jacobson stated he would like to hear input from the Cities of Yerington and Fernley. Andrew responded stating he will request their input once the draft has been created. At that time this will be available for public input as well.

There was a closed session that started at 10:10 a.m. and ended at 10:52 a.m.

5.b. For Possible Action: Review the Nevada Department of Transportation (NDOT) draft Rural Engagement Plan and provide direction to the County Manager on possible submission of comments on the draft plan.
· Rural Engagement Plan

Comm. Henderson stated he would like to see the term cooperation and collaboration used throughout the document, rather than consultation.

Comm. Hendrix agreed with Comm. Henderson's statement.

Comm. Jacobson would like to see projects and processes sped up. Roads Director Dustin Homan stated that the time taken to get projects completed varies on the timeline to get funding for rural areas vs. larger counties with bigger projects

Comm. Hockaday stated he would like to see Lyon County held at the same priority level as the larger counties in Nevada.

Comm. Henderson stated he would like to have a presentation from the NDOT Director of Leadership.

Comm. Keller stated he would like to see more support from the local sectors to provide support on the NDOT issues.

Comm. Hendrix asked for the NDOT schedule for road maintenance so that the county can inform NDOT of the maintenance items that they would like to see fixed.

Comm. Henderson asked for public comment and there was none.

Comm. Hendrix made a motion to direct the County Manager to propose a letter and bring it back to the board for final approval, Comm. Keller and the motion passed 5-0.

6. Commissioner Comments

Comm. Jacobson apologized for being late.

Comm. Henderson wished everyone Happy Holidays.

7. Public Participation

Comm. Henderson asked for public comment and there was none.

8. Adjourn

Meeting was adjourned at 11:05 a.m.

LYON COUNTY BOARD OF COMMISSIONERS

_____

DAVE HOCKADAY, Chairman

ATTEST

_____

STACI LINDBERG, Lyon County Clerk/Treasurer

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: November 21, 2024

Agenda Item Number:
12.d

Subject:
For Possible Action: Approve the November 7, 2024 minutes.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- BOCC November 7, 2024 Minutes

Board of County Commissioners
Lyon County, Nevada

The Honorable Board of Lyon County Commissioners met this day, Thursday, November 7, 2024, at 9:00 A.M. in the LYON COUNTY ADMINISTRATIVE COMPLEX, 27 S. MAIN STREET, YERINGTON, NV 89447.

1. Roll Call

Present: Chair David Hockaday, Vice-Chair Wes Henderson, Commissioner Robert Jacobson, Commissioner Scott Keller and Commissioner Tammy Hendrix

Staff Present: County Manager Andrew Haskin, Comptroller Josh Foli and Assistant District Attorney Illyssa Fogel

2. Invocation given by Irene Albritton of First Christian Church

3. Pledge of Allegiance

4. Public Participation

Comm. Hockaday asked for public comment.

Don Smit of Lucas Homes and Development, Donald Patalock of Vidler Water Company, Civil Engineer Dan Birchfield, Jon Maxell of Knox Excavating, Bobbi Merrigan of DR Horton, Gary Gladwell of F&G Construction, Susan Pansky of Project1, Eric Rasmussen, Glen Martel, Phillip Cowee of River Vista Properties and BCB Ventures urged the Moratorium to be lifted as they believe it was implemented prematurely. Other concerns included how this will impact the local economy, jobs that will be lost and future growth for Lyon County.

Don Smit of Lucas Homes and Development requested a special meeting to discuss this further.

John Maxwell from Knox Excavating asked for item 16.a. to be tabled as he believes the moratorium was premature. He urges the moratorium to be lifted.

Susan Pansky from Project1 reviewed entitlements that are at risk due to the moratorium.

Amanda Brinnand thanked the elections staff for their efforts in the recent election. She thanked Lyon County for putting the health and welfare of existing residents above a monetary value in regard to the moratorium.

5. For Possible Action: Review and Adoption of Agenda

County Manager Andrew Haskin requested to pull 16.a from the agenda and asked to give his report after taking action on this item.

Comm. Hockaday asked for public comment and there was none.

Comm. Jacobson moved to adopt the agenda pulling 16.a from the agenda and moving the County Managers report up on the agenda, Comm. Henderson seconded, and the motion passed 5-0.

6. Presentation of awards and/or recognition of accomplishments

6.a. For Presentation Only: Present Deputy Joshua Lynch and Deputy Ian Foster with Meritorious Service Medals.
• Staff Report

Sheriff Brad Pope presented Deputy Joshua Lynch and Deputy Ian Foster with Meritorious Service Medals.

The Commissioners thanked both Deputies for their continued efforts.

6.b. For Presentation Only: Present Three Fernley Citizens for a Life Saving Award for their heroic work during a fire.
• Staff Report

Sheriff Brad Pope presented Three Fernley Citizens for a Life Saving Award for their heroic work during a fire.

The Commissioners thanked the Fernley Citizens for their heroism.

He also presented Deputy Trevor Bonds for the Life Saving Award for saving a 6 month old baby who was not breathing.

Comm. Henderson left at 10:17 a.m. and returned at 10:18 a.m.

7. Time Certain

7.a. Time Certain at 9:00 A.M: Public Hearing- Bill No. 24-03: For Possible Action: Approve an ordinance amending Lyon County Code Title 15, The Lyon County Land Use and Development Code; Chapters 15.320 Section 3 Table 15.320-1; Chapter 15.320 Section 3 Table 15.320-4; Chapter 15.320 Section 3 Table 15.320-5; Chapter 15.336 Section 3 Table 15.336-1; and Chapter 15 15.1200 Section 4; To define and allow for Private Use Airfields and General Aviation Airports; and other matters properly related thereto.
· Ord. Title 15 Airports and Airstrips
· Newspaper Affidavit

Comm. Hockaday asked for public input as this is a public hearing. There were none at this time.

Comm. Henderson motioned to approve an ordinance amending Lyon County Code Title 15, The Lyon County Land Use and Development Code; Chapters 15.320 Section 3 Table 15.320-1; Chapter 15.320 Section 3 Table 15.320-4; Chapter 15.320 Section 3 Table 15.320-5; Chapter 15.336 Section 3 Table 15.336-1; and Chapter 15 15.1200 Section 4; To define and allow for Private Use Airfields and General Aviation Airports; and other matters properly related thereto, Comm. Jacobson seconded and the motion passed 5-0.

7.b. Time Certain at 9:00 A.M: Public Hearing- Bill No. 24-04: For Possible Action: Approve an ordinance amending Lyon County Code Title 15, The Lyon County Land Use and Development Code; to adopt 2 airport influence areas; and other matters properly related thereto.
· Ord. Title 15 Airport Influence Zones
· Newspaper Affidavit

Sandra Duncan and Mike Starky explained that aircrafts fly in relation to the airport altitude and that a new structure's altitude will be higher than the actual height of the building. They expressed their concern with the term “above the ground” being used rather than “above the runway”.

Comm. Keller asked County Manager Andrew Haskin to expand on their concerns. Andrew explained that this is an FAA requirement and he recommends moving forward with the language as is, however the board has the ability to pull this item for legal review.

Comm. Henderson stated he would like to move forward with how it is written as there is currently no ordinance in place however, this can be amended at a later time.

Comm. Hockaday asked for public comment and there was none.

Comm. Henderson moved to approve an ordinance amending Lyon County Code Title 15, The Lyon County Land Use and Development Code; to adopt 2 airport influence areas; and other matters properly related thereto, Comm. Keller seconded and the motion passed 5-0.

8. Commissioners/County Manager Reports

Comm. Jacobson thanked the County's Election Team for their efforts in the recent general election. He attended a meeting with the Boys & Girls club of Fernley. He toured the UNR Biotech and Ag program. He also thanked the Sheriff's Office for their continued efforts. He also attended a meeting with NDOT. He stated he understands if the NDOT issues get put on hold as there are more pressing items at this time.

Comm. Keller thanked the public and the Sheriff's Office for their efforts. He attended a meeting with the Regional Transportation Commission, the Silver Springs Advisory Board, the NACO Legislative Committee, the NACO West Region meeting, the NACO Agriculture and Rural Affairs Steering Committee meeting and the NACO Rural Action Caucus meeting.

Comm. Hendrix attended a Fundraiser for Friends of the Library Masquerade Ball, two meetings with the Dayton Valley Conservation District and the Silver Springs Advisory Board. She also met with Human Services Director, Doctor Shayla Holmes for more of an education on what the Human Services Department provides for citizens.

Comm. Hockaday made a trip to the Rapid Infiltration Basin site to look over and discuss problem areas. He attended the Mason Valley Conservation District meeting, the Smith Valley Conservation District meeting and the Smith Valley Advisory Board meeting. He thanked the County's Election Team for their efforts in the recent general election.

Comm. Henderson attended the Mound House Advisory Board meeting.

County Manager Andrew Haskin read the following statement into record.

Good Morning. For my County Manager update today I'll be giving an update on the Effluent Disposal Capacity issue and the Aspen Creek Rapid Infiltration Basins or RIBs. First, I want to assure the Board and the public that the life, health, and safety of the citizens of Lyon County is our top priority. I know from past experience working with this Board through the 2023 flooding that protecting life, health and safety is your priority as well and I want to thank the Board for your continued trust in me and the Lyon County team as we work through these issues. Any decisions that are made are made with life, health, and safety in mind.

The Aspen Creek RIBs were supposed to meet the County's effluent disposal needs for future growth over the next 20 years in Dayton. After a lengthy site identification, construction began in October of 2022 and reached

substantial completion in July of 2023. By October of 2023, Lyon County Utilities personnel noted standing water, also known as ponding, in the basins. This ponding was not expected for these RIBs .

Over the next three months, the ponding levels continued to worsen. By the end of December 2023, the groundwater was also rising, a condition also known as mounding, and approaching the minimum separation level between the bottom of the RIB and the groundwater. By January 2024, the ponding in the RIBs reached the maximum permitted level, and the mounding in monitoring well 1 exceeded the minimum permitted level of separation.

Lyon County first contacted the County Engineer, DOWL, who also served as the project design engineer, to investigate the cause of the ponding and mounding and to provide solutions. On March 20, 2024, DOWL issued their initial findings to the county stating "Unfortunately, our findings are inconclusive as to why the RIBs are not functioning as anticipated."

With the DOWL report inconclusive, Lyon County Utilities made the decision to seek an independent, third-party, engineering firm to review the original design, determine the cause of the problems with mounding and ponding, and to make recommendations to remedy these problems. Staff believed it was important to choose a National Firm that was unlikely to be influenced by the local development community and that had expertise and experience building rapid infiltration basins.

With 92 locations in the United States, over 36,000 employees world-wide of which 4,000 are located in the U.S., and extensive experience in sewer treatment and rapid infiltration basins, Lyon County signed a contract with AtkinsRealis to review the Aspen Creek RIB project design and operations data, provide improvement recommendations, and serve as a technical advisor on this matter to Lyon County.

Between May and October 2024, AtkinsRealis conducted their review of the design of the Aspen Creek RIBs and on October 19th, 2024, AtkinsRealis submitted its final report and conclusions. AtkinsRealis concluded that major design errors are the primary cause of the reduced capacity at the Aspen Creek RIBs. The report states that the actual capacity of the Aspen Creek Rapid Infiltration Basins is roughly 25% of the designed capacity, or 350,000 gallons per day, versus the designed capacity of 1.4 Million gallons per day. In addition, the report recommends some corrective measures that, if implemented, may increase the capacity of the RIBs; but, unfortunately, the capacity of the RIBs will never reach their original design capacity.

With this information in hand, Lyon County utilities quickly calculated how much capacity was left in the Dayton Sewer System given the new Aspen Creek capacity information and the capacities of our other effluent disposal sites. It was determined that Dayton Utilities had enough effluent disposal capacity to serve its existing customers and those that were currently under construction, but there was not enough capacity to support additional development. There was also no emergency effluent disposal capacity. In order to protect the life, health, and safety of the citizens of Lyon County, as well as to protect the environment, Lyon County immediately put a temporary hold on all new building permits, final maps and site improvement permits within the Dayton Sewer Service Area. Lyon County also notified the Nevada Division of Environmental Protection, DOWL, the Development Community, and the public.

The decision to temporarily halt new development was not a decision that was taken lightly. I understand that there is a lot of money invested in those projects and a lot of jobs that they support. I also understand that the County's budget for the current fiscal year is built on the assumption that development would continue and that we would be receiving revenue from the sales tax on construction materials, real property transfer tax from the home sales, permit fees from the building permits, and connection fees from new water and wastewater

connections. But as I stated before, the life, health and safety of Lyon County residents must be the priority. That is a principle that I am not willing to waiver on.

As it comes to development, our goal is to find a solution and get things moving again as soon as possible. We have reached out to the development community to seek their ideas on possible solutions. So far, one developer has submitted some questions regarding their analysis of the AtkinsRealis report and we are working through those with AtkinsRealis. If other developers have ideas or questions they can submit them to me and we can see where those lead. DOWL has also made some suggestions which we are in the process of evaluating.

One thing I would like to address is a request from the development community to hire a third party engineer to review AtkinsRealis's findings. I'm not in favor of this idea for a few reasons. The first, is that we have already hired a neutral, third-party engineer, that engineer is AtkinsRealis. We hired DOWL originally to tell us what was wrong, AtkinsRealis was brought in to review the situation after the DOWL report was inconclusive. The second reason is that another review would, at best, only delay finding short and long term solutions for the problem. A review would likely take 3 to 6 months. Even if that new report returned a higher capacity number, we would then have to do yet another review to determine why there are differences in the reports and which one is right, which would likely require additional field testing and more time. In the meantime we would still have a responsibility to use the most conservative capacity information. I would much rather skip the extra step and start doing the additional testing and work towards short and long term solutions.

On the topic of solutions, I want to talk for a minute about our plan moving forward. County staff intend to continue to use DOWL as the project and county engineer to find solutions, and use AtkinsRealis as a third-party expert reviewer. With that in mind, we are currently evaluating our operations to see if there are any operational changes that would buy us some additional capacity in the short term and be able to restart issuing connections. We also plan to do some additional testing at both Aspen Creek and our Ribs at South Plant to see if there is a way for us to get any additional capacity there. Simultaneously, we will be working with our engineering team to determine the best path forward for a long term solution. That long term solution may be finding a new site to build additional RIBs, upgrading the sewer treatment plant, or it could be a solution we haven't thought of yet.

In addition to resolving the sewer capacity issue, we are actively working to determine which building permits can proceed without contributing additional sewer flows. Separately, we are evaluating which planning applications can continue through their respective approval processes without the need for immediate sewer service. Our team is working diligently to assess what is feasible and expects to provide more detailed guidance in the near future. Throughout this process, we remain committed to prioritizing the health, safety, and well-being of Lyon County residents.

Lyon County will work diligently to resolve the effluent disposal problem in Dayton. I will keep the Board and the community updated as more information becomes available. Again, I want to thank the County Commissioners for your continued trust in me and the Lyon County team as we work through these issues.

9. Elected Official's Reports

There were none at this time.

10. Appointed Official's Reports

There are none at this time.

11. Advisory Board Reports

There were none at this time.

12. CONSENT AGENDA

Comm. Jacobson stated he would like to pull item 12.f. from the Consent Agenda for brief discussion.

Comm. Hockaday asked for public comment and there was none.

Comm. Jacobson moved to approve the Consent Agenda items 12.a. through 12.r, pulling 12.f. for brief discussion, Comm. Henderson seconded and the motion passed 5-0.

12.a. For Possible Action: Review and accept claims and financial reports.

County claims totaled $1,755,759.49 and payroll totaled $1,814,776.63. The cash balance as of October 15, 2024, was $150,815,306.56.

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

Travel claims total as of October 15, 2024, was $26,118.26.

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

Secured Property Corrections totaled $6,407.70, Unsecured Factual Corrections totaled $6,700.33 and Unsecured Uncollectable Corrections totaled $501.05.

12.d. For Possible Action: Approve the October 17, 2024 minutes.

The October 17, 2024 minutes were approved.

12.e. For Possible Action: Accept the recommendation from the Smith Valley Park Board from their October 10, 2024 meeting to accept the donation of some bleachers from Smith Valley Schools to be used at Dressler Park in Smith Valley.

12.f. For Possible Action: Accept the donation of $1000 from Joseph Guild on behalf of the Guild and Russel Families to help with the maintenance and upkeep of the Dayton Cemetery at which their family plots are located.

Comm. Jacobson asked what the donated money goes toward. Facilities Director Doug Homestead responded the money is going toward maintenance upkeep.

Comm. Hockaday asked for public comment and there was none.

Comm. Jacobson moved to accept the donation of $1000 from Joseph Guild on behalf of the Guild and Russel Families to help with the maintenance and upkeep of the Dayton Cemetery at which their family plots are located, Comm. Henderson seconded and the motion passed 5-0.

12.g. For Possible Action: Approve a contract between Lyon County and Roman Polak, in an amount not to exceed $45,760, to provide behavioral Health Clinician services with the Mobile Outreach Safety Team (MOST).

12.h. For Possible Action: Accept a federal grant in the amount of $12,392.34 from the BJA Patrick Leahy Bulletproof Vest Partnership to pay for bulletproof vests for the Sheriff's Office.

12.i. For Possible Action: Approve an amendment to the contract between Lyon County and Hey Frank, LLC, to increase the contract amount from $271,719.74 to $354,659.74, with the additional $82,940 being funded from the Youth Mobile Outreach Safety Team (MOST), US Department of Health and Human Services grant.

12.j. For Possible Action: Accept the Notice of Subgrant Award from the State of Nevada, Department of Health and Human Services, Division of Public and Behavioral Health, for FY25, in the amount of $359,158, to continue the Nevada Home Visiting Program in Lyon County.

12.k. For Possible Action: Approve a contract between Lyon County and ST Huerta Four Square Clinicals, in an amount not to exceed $24,960 to provide medical services and oversight to individuals receiving professionally identified prescription medication needs with the Mobile Outreach Safety Team (MOST).

12.l. For Possible Action: Accept the "Joining Forces Project Agreement" grant in the amount of $37,000.00 from The State of Nevada Department of Public Safety Office of Traffic Safety, and to authorize the Sheriff to sign.

12.m. For Possible Action: Approve a license agreement for five years, effective December 1, 2024, with High Desert Internet Inc. to lease them space at the County repeater sites on Rawe Peak and Singatse Peak.

12.n. For Possible Action: Approve a license agreement for five years, effective December 1, 2024, with Rango Broadband Inc. to lease them space at the County repeater sites on Pine Grove, Rawe Peak, and Singatse Peak.

12.o. For Possible Action: Accept the grant award amendment to extend the subaward period of the ARPA Homemaker grant from the State of Nevada, Department of Health and Human Services, Division of Aging and Disability Services, from 06/30/2024 to 12/31/2024.

12.p. For Possible Action: Accept the grant award amendment to extend the subaward period of the ARPA Handyman Subaward from the State of Nevada, Department of Health and Human Services, Division of Aging and Disability Services, from 06/30/2024 to 12/31/2024.

12.q. For Possible Action: Acknowledge resignation from Patricia Avery from the Lyon County Library Board of Trustees.

Comm. Hockaday thanked Patricia Avery for her service on the Lyon County Library Board of Trustees.

12.r. For Possible Action: Review and accept grant from the Nevada State Library Archives and Public Records for the State Collection Development Project in the amount of $13,072 for E-Materials and Spanish language collection.

****END OF CONSENT AGENDA****
REGULAR AGENDA

County Manager Andrew Haskin stated he wanted to address conditional uses and conditional use permits. He apprised that conditional uses have potential to impact neighboring properties so the conditional use permit process is to identify what those potential impacts could be and what steps can be taken to minimize those impacts. If the impacts can't be minimized on the surrounding properties then a conditional use permit should be denied but if those impacts can be minimized, then the conditional use permit should be approved. He asked the board if they intend to vote no on either 13.a. or 13.b, that they state which impacts and findings in the staff report can't be mitigated or minimized.

13. Public Hearing on Planning Items

13.a. For Possible Action: To approve the request from Hunewill Construction for a Conditional Use Permit for expansion of an existing aggregate pit operation on land subject to RR-20 (Rural Residential – 20 Acre Minimum) zoning located 1,000 feet to the east of the intersection of Highway 338 and Desert Creek Road in Smith Valley on approximately 80-acres of a 680 acre parcel (APN 010-741-08); PLZ-2024-042

· Staff Report

· Backup

Senior Planner Lisa Nash gave a presentation discussing a request from Hunewill Construction for a Conditional Use Permit to expand northeast of an existing aggregate pit operation in Smith Valley. She reviewed details such as the property map location, the project summary, findings and conditions. She stated that the applicant is only applying for the aggregate pit expansion and it will not be including the hot mix asphalt production.

Comm. Jacobson asked how close to the property line the project would be in which Lisa responded there is a reasonable distance that has to be implemented which will be implemented in the site improvement permit which is one of the permits that must be obtained before operations can begin.

Comm. Hockaday requested the expansion be able to go north east of the 80 acre parcel and only take place East of Desert Creek as depicted on the map in the presentation. The applicant responded she has no intentions of disrupting Desert Creek or the neighbor's lifestyle. She did ask if boulders can be removed to be mined elsewhere.

Comm. Henderson asked the applicant to clarify that they want to remove the boulders to be brought to the east side, not mined on the west side. She responded that the boulders are intended to be taken away as landscape rocks and that the pit is not to be expanded to the west side of Desert Creek.

Comm. Hockaday asked for public comment.

Alisha Gomes and Luke Gomes stated their concerns of how this will affect the value of their land and their home if they ever decided to sell. They also stated there is an odor that omits from this project site and this expansion will cause issues for future development. They urged the Commissioners to deny this item.

George Stannis stated his concerns with the loss of property value and the disruption of the expansion.

Rex Hartwick explained the direction of the expansion and what the applicant is doing to mitigate disruption to the neighboring properties.

Comm. Hockaday motioned, based on aforementioned findings and conditions of approval, to approve the request from Hunewill Construction for a Conditional Use Permit for expansion of an existing aggregate pit operation on land subject to RR-20 (Rural Residential – 20 Acre Minimum) zoning located 1,000 feet to the east of the intersection of Highway 338 and Desert Creek Road in Smith Valley on approximately 80-acres of a 680 acre parcel (APN 010-741-08); PLZ-2024-042 with the approval conditions being that the expansion of the mining pit will only go North and East of Desert Creek and that surface mining of landscaping rock would be allowed to the west of Desert Creek, Comm. Henderson seconded and the motion passed 5-0.

13.b. For Possible Action: To approve the request from Project One Nevada, LLC, for a Conditional Use Permit for an Aggregate Extraction operation within the Sage Vista Specific Plan on land subject to RR-20 (Rural Residential 20-acre minimum) zoning generally located north of US Highway 50 and east of Bryce Street in Mark Twain on a portion of an approximately 317-acre parcel (APN 016-021-30) PLZ-2024-049.
· Staff Report
· Backup
· Public Comment

Senior Planner Louis Cariola and the application gave a presentation discussing a request from Project One Nevada, LLC, for a Conditional Use Permit for an Aggregate Extraction operation within the Sage Vista Specific Plan. He clarified that this is not a pit with excavation but rather an extraction operation.

The Commissioners, Louis and the applicant's representative, Stacie Huggins, discussed the hours of operation, material handling, dust control, access management, noise levels, the purpose and the duration for this operation.

The Commissioners stated their concerns with operations taking place on Saturdays however the applicant stated they would be willing to eliminate Saturday operations all together. The Commissioners also expressed that they would like to see the processing area moved to the east side of the property in an effort to create distance from Copper Canyon.

Comm. Henderson asked that the term "pit" be changed in condition 4. He also asked the applicant if this was going to be a Monday through Friday operation or an as needed operation. The applicant responded that it is anticipated to be a mix of both as material would be taken away as it is needed for other projects.

Comm. Hendrix asked if there would be any conflict with county code if the processing area were to be moved to the east side of the property in which Louis responded he does not believe this would conflict with county code.

Comm. Keller shared his concerns with a commercial aspect being brought into this as well as this project requiring ten years.

Comm. Hockaday asked for public comment. The following are all concerns.

Linda Bateman, Jen Mapa, Julia Tumanuvao, Sven Sander, Amanda Brinnand, Wayne Rodgers, Barney Wadley, Susan Obrien, Scott Bennett, Reuben Gutierrez, Ralph Coursey, Henry King, Tim S., Kim Vidoni, Janis Danforth, Brad Stevens, Robyn Bennett, Monica Neves, Gary Cezon, Pete Neves, John Hardcastle, Ward Isaacs, John B., Gary Gladwell and Mike Obrien each stated their concerns with the impact of dust, noise, access management, odor pollution, road maintenance, quality of life, hours of operation, the duration of the operation and the depreciation of property value. They all encouraged the Commissioners to deny this item.

Sven Sander stated his concerns for the illegal disruption of arrowheads.

Amanda Brinnand stated her concern as to why this kind of operation is being allowed with this area being a suburban character district. She also stated that the advisory boards were not made aware of this project.

Henry King stated his concerns with traffic safety.

Janice Stanford stated her concerns about flash flooding and not being able to see the stars.

Brad Stevens stated he is a retired professional truck driver who hauled out of a rock pit for 20 years and he believes this operation will be noisier than what is being presented.

Robin Bennett stated she would like to see a barrier put in place to reduce noise, dust and to act as a windbreak.

Monica Neves stated her concerns with how this will impact wildlife.

The applicant stated considering the state of the moratorium, she would be willing to reduce the project to 5 years and would request an extension after those 5 years have passed. She also stated that nothing will take place outside of operating hours. She further explained the efforts that will be made to maintain the roads and avoid the spread of mud and gravel.

Comm. Henderson stated the more spread out the operation is time wise, the less likely there will be noise. If the time is condensed, then there will be more noise. He also stated his concerns with heavy equipment over 80,000lbs being utilized on those roads. The applicant stated the site can be moved adjacent to the aggregate site.

Comm. Hendrix stated she would like to see this project timeline brought down to 3 years or she will be voting against the item.

Comm. Hockaday stated his concerns with the removal of solid core rock material once all of the dirt has been removed in which the applicant stated from the studies that have been conducted, she does not believe any blasting would be required however she is not a geological engineer and did not bring that information with her.

Comm. Keller left at 1:18 p.m. and returned at 1:20 p.m.

The Commissioners and Louis discussed the amendments to the conditions they would like to see. Louis stated he has made changes as well as added conditions 14 and 15 which are as follows.

1. No change in the terms and conditions of the Conditional Use Permit (CUP}, as approved, shall be undertaken without first submitting the changes to Lyon County Community Development and having them modified in conformance with Lyon County Code.

2. The applicant shall comply with all applicable fire, building, zoning and improvement code requirements and obtain any necessary public inspections. All construction documents and separate applications must be submitted to the Central Lyon County Fire Protection District and the Lyon County Building Department for review and approval to obtain a Building Permit.

3. The applicant is required to submit for a separate and independent Fire Plan review by the Central Lyon County Fire Protection District (CLCFPD} and will be required to comply with the 2018 Northern Nevada Code Amendments package including 2018 IFC, 2018 IBC, 2018 IWUIC and all

applicable NFPA standards. Applications can be found at www.centrallyonfire.org under the Construction drop down menu. Contact the CLCFPD Fire Prevention Division at (775)246 6209 for more information and direction if necessary.

4. The applicant shall acquire all Lyon County, state and federal permits necessary for the operation of the aggregate ~~pit~~ extraction operation and its accessory uses as well as obtain all of the necessary public inspections.

5. The proposed use shall comply with all of the Performance Requirements for Industrial Uses provided in Lyon County code section 15.337.03, including but not limited to all requirements pertaining to lighting, noise, odor, dust, dirt, and smoke. Because the site is adjacent to residentially-zoned property to the west, noise shall not exceed a daytime limit of sixty five (65} A-weighted decibels, (dBA} or a nighttime limit of sixty (60} dBA, as measured at the border of residentially-zoned adjacent parcels. Should the proposed use fail to comply with the Lyon County Code standards, the Conditional Use Permit may be revoked.

6. The applicant shall maintain a Lyon County business license for the use while occupying the site.

7. Per the Lyon County Utilities Department (LCUD} Director, the water to be used for dust control will need to originate from APN 016-021-32, which is within the LCUD service area. The applicant must adhere to County Code, Title 9 requirements, and install a water delivery system that will have no adverse impact on LCUD's infrastructure. The LCUD Director and Community Development Director will approve the plan.

8. The hours of operation for all activities shall be limited to 7:00 AM -5:00 PM Monday through Friday. ~~with occasional Saturdays allowed during the same hours for specific construction projects. The operator will notify immediately adjacent property owners and the Lyon County Community Development of operation on a Saturday a minimum of 48 prior to the extended hours.~~ Rock crushing activities are limited to 8:00 AM to 4:00 PM, with the same daily limitations as other operations.

9. All contractors doing any construction, modifications, or remodels must be licensed in Lyon County and the State of Nevada.

10. A sign with contact information and phone number for the site operator shall be posted at the front gate, visible from the public right of way.

11. The applicant shall comply with Lyon County's 2018 revised drainage guidelines to the satisfaction of the County Engineer prior to occupancy.

12. The substantial failure to comply with the conditions imposed on the issuance of this conditional use permit or the operation of the conditional use in a manner that endangers the health, safety or welfare of Lyon County or its residents or the violation of ordinances, regulations or laws in the conditional use may result in the institution of revocation proceedings. Failure to initiate the conditional use permit within one (1) year from the date of approval will result in the expiration of the conditional use permit approval.

13. The material to be approved for extraction shall be at or above elevation 4,431 feet. The depth of extraction of material shall not exceed this elevation without amendment to this Conditional Use Permit. The Developer will provide an annual report in June to the County detailing the extent of

material extraction until the knoll is fully removed, or within 30 days if requested by the Community Development Director.

14. No commercial sales of extracted materials is authorized by this Conditional Approval. Approval is granted for five (5) years. Any future extension would be according to the terms of Title 15.

15. The location of the Operations area is only approved for location to the north of the proposed extraction area, and not as depicted in the submittal materials.

Comm. Henderson motioned to approve the request from Project One Nevada, LLC, for a Conditional Use Permit for an Aggregate Extraction operation within the Sage Vista Specific Plan on land subject to RR-20 (Rural Residential 20-acre minimum) zoning generally located north of US Highway 50 and east of Bryce Street in Mark Twain on a portion of an approximately 317-acre parcel (APN 016-021-30) PLZ-2024-049 based on findings A through Z and subject to the conditions of approval 1 through 15 as modified during this presentation, Comm. Keller seconded and the motion passed 4-1. Comm. Hendrix opposed.

14. Commission and Committee Appointments

14.a. For Possible Action: Appoint up to 4 members to the Planning Commission with terms to begin January 1, 2025, and expiring December 31, 2028.
· Shannon Lee Ceresola, Application (Fernley)
· Loretta Sell, Application (Silver Springs)
· Celeste Thornhill, Application (Wellington)
· Wendy Loomis, Application (Wellington)

Applicants Celeste Thornhill and Wendy Loomis gave a review of their qualifications.

Comm. Hockaday asked for public comment and there was none.

Comm. Hockaday motioned to appoint Shannon Lee Ceresola, Loretta Sell and Wendy Loomis to the Planning Commission with terms to begin January 1, 2025, and expiring December 31, 2028, Comm. Henderson seconded and the motion passed 5-0.

14.b. For Possible Action: Appoint up to 2 members to the 911 Surcharge Committee with terms expiring December 31, 2026, Jeff MacDonnell as the Local Exchange Carrier Representative and Taylor Allison as a Member at Large.

Comm. Hockaday asked for public comment and there was none.

Comm. Jacobson motioned to appoint Jeff MacDonnell as the Local Exchange Carrier Representative and Taylor Allison as a Member at Large to the 911 Surcharge Committee with terms expiring December 31, 2026, Comm. Henderson seconded and the motion passed 5-0.

15. Human Services

15.a. For Possible Action: Accept the amendment to the lease agreement with Dayton Healthcare Center, LLC, for Lyon County Human Services' Dayton office space, to extend the lease term from October 31, 2024 to October 31, 2026; with the option to extend the lease for a third year.

Human Services Director Doctor Shayla Holmes gave a presentation reviewing a third amendment to the lease agreement with the Dayton Healthcare Center for Lyon County Human Services, Dayton office. The lease is to be extended from October 31, 2024 to October 31, 2026.

Comm. Hockaday asked for public comment and there was none.

Comm. Hendrix motioned to accept the amendment to the lease agreement with Dayton Healthcare Center, LLC, for Lyon County Human Services' Dayton office space, to extend the lease term from October 31, 2024 to October 31, 2026; with the option to extend the lease for a third year, Comm. Jacobson seconded and the motion passed 5-0.

16. Utilities

16.a. For Presentation Only: Approve a contract with AtkinsRealis for an amount not to exceed $100,000 to provide engineering services focusing on improving infiltration capacity of the Aspen Creek Rapid Infiltration Basins (RIBs), developing strategies to improve infiltration and reduce groundwater 5 mounding, and to evaluate potential sites for new RIBs in the Dayton area.

This item was removed from the agenda.

17. County Manager

17.a. For Possible Action: Presentation of Governor Lombardo's Consistency Review letter regarding Bureau of Land Management's Final Programmatic Environmental Impact Statement and proposed Resource Management Plan for Utility-scale Solar Energy Development.
· Consistency Review Letter

County Manager Andrew Haskin gave a presentation reviewing the details entailed in Governor Lombardo's Consistency Review letter including process concerns, economic impact and habitat concerns.

Comm. Hockaday asked for public comment and there was none.

The Commissioners thanked Andrew for putting the impact statement together and for it being well written.

The Commissioners asked Andrew to draft a thank you letter.

18. Comptroller

18.a. For Possible Action: Approve revisions to Policy 2-3 Property Control to update the asset disposal process and the federal grant capitalization threshold.
· Administrative Policy 2-3 Property Control (Proposed Revision)

Comptroller Josh Foli gave a brief overview of the revisions to Policy 2-3 Property Control to update the asset disposal process and the federal grant capitalization threshold.

Comm. Hockaday asked for public comment and there was none.

Comm. Jacobson moved to approve revisions to Policy 2-3 Property Control to update the asset disposal process and the federal grant capitalization threshold, Comm. Hendrix seconded and the motion passed 5-0.

18.b. For Possible Action: Approve a revision to Policy 2-4 Grants to update the federal grant capitalization threshold.

· Administrative Policy 2-3 Grants (Proposed Revision)

Comptroller Josh Foli gave a brief overview of the revisions to approve a revision to Policy 2-4 Grants to update the federal grant capitalization threshold.

Comm. Hockaday asked for public comment and there was none.

Comm. Jacobson moved to approve revisions to Policy 2-3 Property Control to update the asset disposal process and the federal grant capitalization threshold, Comm. Hendrix seconded and the motion passed 5-0.

18.c. For Possible Action: Approve a reallocation of American Rescue Plan Act (ARPA) funding to additional projects to ensure all of the funds are obligated by December 31, 2024.
· Facilities Request for ARPA funds
· ARPA Allocations as of 9-30-24

Comptroller Josh Foli and the Commissioners reviewed and discussed the projects that funding would be reallocated to.

Comm. Hockaday asked for public comment and there was none.

Comm. Henderson moved to approve a reallocation of American Rescue Plan Act (ARPA) funding to additional projects to ensure all of the funds are obligated by December 31, 2024 per spreadsheet provided by Comptroller Foli, Comm. Jacobson seconded and the motion passed 5-0.

19. Agenda Requests

There were none at this time.

20. Commissioner Comments

The Commissioners thanked staff for handling today's meeting well.

21. Public Participation

Comm. Hockaday asked for public comment and there was none.

22. Closed Session pursuant to NRS 241.015(3)(b)(2)

There was no closed session.

23. Adjourn

Meeting was adjourned at 3:05 p.m.

LYON COUNTY BOARD OF COMMISSIONERS

_____

DAVE HOCKADAY, Chairman

ATTEST

_____

STACI LINDBERG, Lyon County Clerk/Treasurer

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: November 21, 2024

Agenda Item Number:
12.e

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

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Approve the changes on Assessor's tax roll due to correction in assessments and review of tax roll changes.

ATTACHMENTS

- Unsecured Uncollectable Corrections
- Unsecured Factual Corrections
- Secured Factual Corrections

Meeting: 11/21/2024

LYON COUNTY

The Assessor's Office deems the following Unsecured Property accounts to be uncollectable:			Tax	Tax.	Tax
Acct #	**Name/Owner**	**Reason for Deletion**	**Dist.**	**Year.**	**Amount**
AP000368	BRUSSE, LARRY A	UNABLE TO COLLECT	4.0	2020-2021	$433.65
FE002454	L E FINANCIAL MANAGEMENT	OUT OF BUSINESS	6.0	2021-2022	$34.10
LY011345	ACCURATE CONCRETE PLUMBING	OUT OF BUSINESS	8.8	2021-2022	$41.59
TOTAL:					**$509.34**

Meeting:

LYON COUNTY

The Assessor's Office deems the following Unecured Property accounts to be factual corrections:

Acct #	Name/Owner	Reason for Deletion	Tax Dist.	Tax. Year.	Tax Amount
MH014559	VICENA, VANINA	RECD DRS, BILLED FOR 24/25	8.3	2024-2025	$1,586.36
					$1,586.36

Meeting: 11/21/2024

LYON COUNTY

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

Acct #	Name/Owner	Reason for Deletion	Tax Dist.	Tax. Year.	Tax Amount
029-063-13	HALL, CLINTON	APPLY DV EXEMPT	8.8	2024-2025	$1,184.80
019-456-24	KRUEGER, JASON	APPLY DV EXEMPT	8.8	2024-2025	$1,105.12
022-201-19	MARTINEZ, PRICILLA	APPLY DV EXEMPT	6.0	2024-2025	$341.79
022-111-07	RHINES, ADRIAN	APPLY DV EXEMPT	6.0	2024-2025	$1,095.73
022-623-02	HEMBRADOR, GIANFRANCO	APPLY DV EXEMPT	6.0	2024-2025	$499.12
029-411-04	WYNOTT, BARRY	APPLY DV EXEMPT	6.0	2024-2025	$1,058.23
017-223-02	LEWIS, MATTHEW	APPLY DV EXEMPT	8.2	2024-2025	$259.38
022-212-13	RODRIGUEZ, JUAN & JAMIE	TAX CAP CORRECTION	6.0	2024-2025	$272.13
TOTAL:					**$5,816.30**

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: November 21, 2024

Agenda Item Number:
12.f

Subject:
For Possible Action: Approve a contract between Lyon County and Isabella Macabales, LCSW, in an amount not to exceed $81,120 to provide Behavioral Health Clinician services with the Trauma Focused Therapy (TFT) program.

Summary:
The Trauma Focused Therapy (TFT) Program provides child abuse and neglect prevention services to families in Lyon County. Through evidence-based assessments Lyon County Human Services will identify which children and families will benefit from family therapy and by providing trauma focused Cognitive Behavioral Therapy, families will learn the necessary skills to cope with trauma and to face and resolve trauma related concerns, thereby preventing child abuse and neglect and reducing removals of children.

The services of Isabella Macabales, LCSW will be up to 24 hours weekly to provide the Behavioral Health Clinician role for the TFT program.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Approve a contract between Lyon County and Isabella Macabales, LCSW, in an amount not to exceed $81,120 to provide Behavioral Health Clinician services with the Trauma Focused Therapy (TFT) program.

ATTACHMENTS
- FY25 Trauma Focused Therapy contract with Isabella Macabales

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract between Lyon County, a political subdivision of the State of Nevada,
Acting By and Through Its

Board of County Commissioners
27 South Main Street, Yerington, Nevada 89447
Phone: (775) 463-6531 • Fax: (775) 463-6533

and

Isabella Macabales, LCSW
3730 Lakeshore Drive
Carson City, NV 89704

WHEREAS, NRS 244.1505 and NRS 244.320 authorizes counties to contract, subject to the approval of the board of county commissioners, for services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor are both necessary and in the best interests of Lyon County, a political subdivision of the State of Nevada;

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

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by the Lyon County Board of County Commissioners.

2. DEFINITIONS. "County" means Lyon County, a political subdivision of the State of Nevada, and its Board of County Commissioners, county manager, any county department or board identified herein, its officers, employees and immune contractors as defined in NRS §41.0307. "Independent Contractor" means a person or entity that performs services and/or provides goods for the County under the terms and conditions set forth in this Contract. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year. The County and the Independent Contractor are also referred to as "parties" in this Contract.

3. CONTRACT TERM. This Contract shall be effective from August 1, 2024 subject to approval by the Lyon County Board of County Commission and expire on June 30, 2025 unless sooner terminated by either party as specified in paragraph (10).

4. NOTICE. Unless otherwise specified, termination shall not be effective until _15_ calendar days after a party has served written notice of termination upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the corresponding address specified above.

5. INCORPORATED DOCUMENTS. The parties agree that the scope of work shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence; a Contractor's Attachment shall not contradict or supersede any County specifications, terms, or conditions without written evidence of mutual assent to such change appearing in this Contract:

ATTACHMENT A: SPECIFICATIONS REQUESTED BY THE COUNTY;
SCOPE OF WORK

6. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph (5) at a cost of $65 per hour not to exceed $81,120. The County does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a fiscal year appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of Board of County Commission appropriation may require.

7. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

8. TIMELINESS OF BILLING SUBMISSION. The parties agree that timeliness of billing is of the essence to the Contract and recognize that the County is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the County no later than the first Friday in August of the same year.

9. INSPECTION & AUDIT.

a. Books and Records. Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the County, State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes as well as Lyon County ordinances.

b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the County Auditor, the relevant County agency or its contracted examiners, the Lyon County Comptroller, County Manager, the Lyon County District Attorney, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in the Contract. The retention period runs from the date of payment for the relevant goods or services by the County, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. CONTRACT TERMINATION.

a. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

b. State Termination for Non-appropriation. The continuation of this Contract beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Lyon County Board of County Commissioners and/or federal sources. The County may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) of termination if for any reason the County or its departments or boards funding from the Lyon County Board of County Commissioners and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

c. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

iv. If the County materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or

v. If it is found by the County that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any elected official, department head, officer or employee of the County with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

vi. If it is found by the County that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

d. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

e. Termination for Other Reasons. The performance of this Contract by either party shall be subject to force majeure, including but not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, or other similar occurrence beyond the control of the parties, where any of those factors, circumstances, situations, or conditions or similar ones prevent, dissuade, or unreasonably delay performance by either party, or where any of them make it illegal, impossible, inadvisable, or commercially impracticable to fully perform the terms of this Contract. This Contract may be cancelled by either party, without liability, damages, fees, or penalty, and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party.

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

i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the County;

iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the County;

iv. Contractor shall preserve, protect and promptly deliver into County possession all proprietary information in accordance with paragraph (21).

11. REMEDIES. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs.

12. LIMITED LIABILITY. The County will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any County breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed 150% of the contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.

13. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases, except as provided in paragraph 10 (e).

14. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the County's right to participate, the County from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.

15. INDEPENDENT CONTRACTOR. Contractor is associated with the County only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the County whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the County shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the County; (4) participation or contributions by either Contractor or the County to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the County. Contractor shall indemnify and hold County harmless from, and defend County against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the County. The County and Contractor shall evaluate the nature of services and term negotiated in order to determine "independent contractor" status and shall monitor the

work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such.

16. INSURANCE SCHEDULE. Unless expressly waived in writing by the County, Contractor, as an independent contractor and not an employee of the County, must carry policies of insurance in amounts specified in this Insurance Schedule and pay all taxes and fees incident hereunto. The County shall have no liability except as specifically provided in the Contract. The Contractor shall not commence work before: (1) Contractor has provided the required evidence of insurance to the Contracting Agency of the County, and (2) The County has approved the insurance policies provided by the Contractor. Prior approval of the insurance policies by the County shall be a condition precedent to any payment of consideration under this Contract. County's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of the County to timely approve shall not constitute a waiver of the condition.

a. ***Insurance Coverage*** The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by the County, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until the latter of:

i. Final acceptance by the County of the completion of this Contract; or

ii. Such time as the insurance is no longer required by the County under the terms of this Contract.

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

b. ***Workers' Compensation and Employer's Liability Insurance***

i. Contractor shall provide proof of worker's compensation insurance as required of Nevada Revised Statutes Chapters 616A through 616D inclusive.

ii. Employer's Liability insurance with a minimum limit of $500,000 each employee per accident for bodily injury by accident or disease.

iii. If this contract is for temporary or leased employees, an "Alternate Employer" endorsement must be attached to the Contractor's workers' compensation insurance policy.

iv. If the Contractor qualifies as a sole proprietor as defined in NRS Chapter 616A.310, and has elected to not purchase industrial insurance for himself/herself, the sole proprietor must submit to the contracting County agency a fully executed "Affidavit of Rejection of Coverage Under NRS 616B.627 and NRS 617.210" form.

c. ***Commercial General Liability Insurance***

i. Minimum Limits required:

$2,000,000.00 General Aggregate
$1,000,000.00 Products & Completed Operations Aggregate
$1,000,000.00 Personal and Advertising Injury
$1,000,000.00 Each Occurrence

ii. Coverage shall be on an occurrence basis and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil rights lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

d. ***Business Automobile Liability Insurance***

i. Minimum Limit required**:** **$1,000,000.00** Each Occurrence for bodily injury and property damage.

ii. Coverage shall be for "any auto" (including owned, non-owned and hired vehicles).

iii. If necessary, the policy shall be endorsed to provide contractual liability coverage.

e. ***Professional Liability Insurance***

i. Minimum Limit required: **$_ _____ _____** Each Claim.

ii. Retroactive date: Prior to commencement of the performance of the contract.

iii. Discovery period: Three (3) years after termination date of contract.

iv. A certified copy of this policy may be required.

f. ***Umbrella or Excess Liability Insurance***

i. May be used to achieve the above minimum liability limits.

ii. Shall be endorsed to state it is "As Broad as Primary Policy"

g. ***Commercial Crime Insurance***

i. Minimum Limit required: **$_____** Loss for Employee Dishonesty.

ii. This insurance shall be underwritten on a blanket form amending the definition of "employee" to include all employees of the Contractor regardless of position or category.

h. ***Performance Security***

i. Amount required: **$_____**

ii. Security may be in the form of surety bond, Certificate of Deposit or Treasury Note made payable to "Lyon County" only.

iii. The security shall be deposited with the contracting State agency no later than ten (10) working days following award of the Contract to Contractor.

iv. Upon successful Contract completion, the security and all interest earned, if any, shall be returned to the Contractor.

i. ***General Requirements***

i. Amount required: **$_____**

ii. Additional Insured: By endorsement to the general liability insurance policy evidenced by Contractor, Lyon County, its departments and boards, officers, employees and immune contractors as defined in NRS41.0307 shall be named as additional insureds for all liability arising from the Contract.

iii. Waiver of Subrogation: Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.

iv. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieve under the standard ISO separation of insureds clause.

v. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the County. Such County approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed $5,000 per occurrence, unless otherwise approved by the Lyon County Risk Manager and/or County Manager.

vi. Policy Cancellation: Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the County, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address shown below.

vii. Approved Insurer: Each insurance policy shall be:

1. Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and

2. Currently rated by A.M. Best as "A-VII" or better.

j. ***Evidence of Insurance***

Prior to the start of any Work, Contractor must provide the following documents to the contracting County agency:

i. Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor.

ii. Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26) , signed by an authorized insurance company representative, **must** be submitted to the County to evidence the endorsement of the County as an additional insured per General Requirements, Subsection ii above.

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

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

Mail all required insurance documents to the Contracting Agency identified on page one of the contract.

17. COMPLIANCE WITH LEGAL OBLIGATIONS. Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. The County may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

18. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

19. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

20. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by County, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written consent of the County.

21. COUNTY OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the County and all such materials shall be delivered into County possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the County. Notwithstanding the foregoing, the County shall have no proprietary interest in any materials licensed for use by the County that are subject to patent, trademark or copyright protection.

22. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The County will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the County for honoring such a designation. The failure to so label any document that is released by the County shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

23. CONFIDENTIALITY. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.

24. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this Contract:

a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

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

25. LOBBYING The parties agree, whether expressly prohibited by federal, State or local law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

a. Any federal, state, county or local agency, legislature, commission, counsel or board;

b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or

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

26. WARRANTIES.

a. General Warranty. Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

b. System Compliance. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the County. This warranty includes, without limitation, century recognition, calculations that accommodate same century and multicentury formulas and data values and date data interface values that reflect the century. Pursuant to NRS 41.0321, the County is immune from liability due to any failure of any incorrect date being produced, calculated or generated by a computer or other information system.

27. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the Board of County Commissioners or its designee and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

28. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-interest that would require the application of the law of any other jurisdiction. Contractor consents to the jurisdiction of the Nevada district courts for enforcement of this Contract.

29. ENTIRE CONTRACT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically

displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Board of County Commissioners or its designee.

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

Independent Contractor's Signature	11/5/24 Date
Independent Contractor's Title	
Shayla Holmes, Human Services Director Lyon County	Date

APPROVED BY LYON COUNTY BOARD OF COUNTY COMMISSIONERS

By: Dave Hockaday, Chairman Board of County Commissioners Lyon County	Date

REVIEWED AS TO FORM ONLY

District Attorney	Date
Legal Counsel for Independent Contractor	Date

REVIEWED AS TO INSURANCE REQUIREMENTS

Lyon County Risk Manager	Date

Amendment 1
Exhibit B

ATTACHMENT A: SCOPE OF WORK

This Scope of Work is an addendum to the existing contract between Lyon County and Isabella Macabales, LCSW. It is developed to identify the Requirements, Roles and Responsibilities for the Trauma Focused Therapy (TFT) Program.

The Trauma Focused Therapy (TFT) Program provides child abuse and neglect prevention services to families in Lyon County. Through evidence-based assessments Lyon County Human Services will identify which children and families will benefit from family therapy and by providing trauma focused Cognitive Behavioral Therapy, families will learn the necessary skills to cope with trauma and to face and resolve trauma related concerns, thereby preventing child abuse and neglect and reducing removals of children.

Isabella Macabales, LCSW will provide Lyon County TFT services up to 24 hours per week conducting activities as follows:

• Implement TFT operational procedures developed by Lyon County.
• Utilize evidenced based assessments to determine need and level of care.
• Offer clinical support and insight.
• Collect, record, and report timely data identified as necessary by the grantors and Lyon County Human Services Department.
• Provide behavioral health recommendations to develop, implement and monitor of TFT Service Plans.
• Coordinate and collaborate with TFT team members and local community agencies to connect individuals to identified services.
• Submit an invoice for reimbursement to Lyon County Human Services, Behavioral Health Coordinator for payment submission on a monthly basis, no later than the 10th of each month for the prior month.
• Represent the Lyon County TFT program with dignity, integrity, and a spirit of cooperation in all relationships with staff and the public.

Considerations:

Payment for services will be provided through grant funding received from the State of Nevada and is subject to ongoing receipt of funding and continued request for LSW support services.

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: November 21, 2024

Agenda Item Number:
12.g

Subject:
For Possible Action: Accept grant award from the State of Nevada, Division of Public and Behavioral Health award for the Women, Infants, and Children program in the amount of $83,310 for three months, with the remainder to be awarded post the federal budget process being complete.

Summary:
This is an annual renewal of funding to provide prenatal education and support, breastfeeding support, supplemental nutritious foods and nutrition education for women, infants, and children up to the age of 5 years old. This funding provides for training and staffing for the operation of Dayton, Fernley, Silver Springs and Yerington's WIC clinics in Lyon County.

Financial Department Comments:
There is no match required. This will be reported in the General Indigent Fund.

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Accept grant award from the State of Nevada, Division of Public and Behavioral Health award for the Women, Infants, and Children program in the amount of $83,310 for three months, with the remainder to be awarded post the federal budget process being complete.

ATTACHMENTS

- FY25 Women Infants & Children 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-2025-00727
Budget Account: 3214

NOTICE OF SUBAWARD

Program Name: Women Infants & Children (WIC) Office of Child, Family and Community Wellness Kareen Filippi / kfilippi@health.nv.gov	**Subrecipient's Name:** Lyon County Human Services Calli Pennine / cpennine@lyon-county.org
Address: 4150 Technology Way Carson City, Nevada 89706	**Address:** 620 Lake Ave Silver Springs, Nevada, 89429-9038
Subaward Period: 2024-10-01 through 2025-09-30	**Subrecipient's:** **EIN:** 88-6000097 **Vendor #:** T40156600AA **UEI #:** UT4JJJ9N6L69

Purpose of Award: Provide staffing and supportive services to the Women, Infants and Children (WIC) operations.

Funding of this subaward is contingent upon availability of funds through any issued Continuing Resolution.

Region(s) to be served: Ä Statewide X Specific county or counties: Lyon County

Approved Budget Categories	
1. Personnel	$79,405.00
2. Travel	$3,304.00
3. Operating	$0.00
4. Equipment	$0.00
5. Contractual/Consultant	$0.00
6. Training	$601.00
7. Other	$0.00
TOTAL DIRECT COSTS	$83,310.00
8. Indirect Costs	$0.00
TOTAL APPROVED BUDGET	$83,310.00

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, 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 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 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: Descriptions 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 or Former State Employee Disclaimer
Section G: Business Associate Addendum
Section H: Matching Funds Agreement (optional: only if matching funds are required)

Name	Signature	Date
David Hockaday, Chairman Lyon County Board		
Vickie Ives, Bureau Chief		
for Cody Phinney Administrator, DPBH		

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

Federal Award Computation		Match	
Total Obligated by this Action:	$83,310.00	Match Required Ä Y X N	0.00%
Cumulative Prior Awards this Budget Period:	$0.00	Amount Required this Action:	$0.00
Total Federal Funds Awarded to Date:	$83,310.00	Amount Required Prior Awards:	$0.00
		Total Match Amount Required:	$0.00

Research and Development Ä Y X N

Federal Budget Period	Federal Project Period
10/1/2024 through 9/30/2025	10/1/2024 through 9/30/2025

FOR AGENCY USE ONLY

FEDERAL GRANT #:	Source of Funds:	% Funds:	CFDA:	FAIN:	Federal Grant Award Date by Federal Agency:
7NV700NV7	USDA WIC Admin 2025	100.00	10.557	257NVNV7W1003	10/1/2024

Budget Account	Category	GL	Function	Sub-org	Job Number
3214	45	8511	3150	01,02,03,04	1055725A

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 ñindependent contractorò with respect to the services to be performed under this Agreement. The Department of Health and Human Services (hereafter referred to as ñDepartmentò) shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workersô 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 Subrecipientôs 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.
   - Å 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.
   - Å 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 Departmentôs 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.

WIC Grant Assurances

1. Compliance with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as amended, and Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, (29 U.S.C.794), Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); as amended, and FNS directives and guidelines to the effect that no person shall, on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activitiy be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Agency receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

2. Compliance with Title II and Title Ill of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended by the ADA Amendment Act of 2008 (42 U.S.C.12131-12189) as implemented by Department of Justice regulations at (28 CFR Parts 35 and 36), Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000), all provisions required by the implementing regulations of the U.S. Department of Agriculture (7 CFR Part 15 et seq); and regulations adopted there under contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.

3. During the performance of this Agreement insofar as it relates to State administrative expenses, the State Agency agrees that:
   - Å the State Agency will not discriminate against any employee or applicant for employment because of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity. The State Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.
   - Å The State Agency will, in all solicitations or advertisements for employees placed by 01' on behalf of the State Agency, state that all qualified applications will receive consideration for employment without regard to race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.
   - Å The State Agency will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Department, advising the labor union or workers' representative of the State Agency's commitments under Section 202 of Executive Order No. 11246 of September 24,1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
   - Å The State Agency will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
   - Å The State Agency will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of labor, or pursuant thereto, and will permit access to his books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with the nondiscrimination clauses of this Agreement or with any such rules, regulations, and orders.
   - Å In the event of the State Agency's noncompliance with such rules, regulations, or orders, this Agreement as it relates to State administrative expenses may be cancelled, terminated or suspended in whole or in part and the State Agency may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24,

1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.

Å The State Agency will include the provisions of items (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The State Agency will take such action with respect to any sub-contract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions, for noncompliance provided, however, that in the event the State Agency becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department. The State Agency may request the United States to enter into such litigation to protect the interests of the United States. Under applicable regulations the Equal Employment Opportunity clause is not applicable to any Agency of the State which does not participate in, work on or under this Agreement insofar as it relates to State administrative expenses.

4. NON-LIMITATION OF REMEDY :
The provisions of sanctions or penalties pursuant to this subaward shall not be construed as excluding or reducing any criminal or civil penalties or sanctions or other remedies that may be applicable under Federal, State or local laws. Subrecipient hereby acknowledges and agrees that, pursuant to the Regulations, whoever embezzles, willfully misapplies, steals or obtains by fraud any funds, assets or property provided under the Child Nutrition Act, whether received directly or indirectly from Federal Nutritional Services (FNS), or whoever receives, conceals or retains such funds, assets or property for his or her own interest, knowing such funds, assets or property have been embezzled, willfully misapplied, stolen or obtained by fraud shall, if such funds, assets or property are of the value of $100 or more, be fined not more than $25,000 or imprisoned not more than 5 years, or both; or if such funds, assets or property are of a value of less than $100, shall be fined not more than $1,000 or imprisoned for not more than 1 year, or both.

5. ADVERSE ACTIONS :

Å Arbitrations: This subaward shall not be subject to arbitration.

Å Adverse Action: The right of appeal shall be granted when State WIC office takes adverse actions which affect participation.

a. State WIC office must provide written notification of adverse action with a minimum of 60-day notice.
b. Subrecipient must file appeal within 15 calendar days of receipt of notification.
c. The hearing shall be convened with 20 days advance notice.
d. The hearing officer, appointed by the Administrator of the Division of Public and Behavioral Health, shall schedule two alternative hearing dates.
e. Subrecipient shall have the opportunity to confront and cross-examine adverse witnesses; to be represented by counsel; and the opportunity to review the case record prior to the hearing.
f. Within 60 days of the date of receipt of the notice of appeal, the hearing officer shall issue a written decision.

Å Disqualification: Subrecipient may be disqualified.

a. The State WIC office determines noncompliance with program regulations.
b. The State WIC office program funds are insufficient to support the continued operation of all its existing local agencies at their current participation level.
c. When the State WIC office determines, following a periodic review of local agency credentials, that another local agency can operate the program more effectively and efficiently.

ÅParticipation Pending Appeal: Appealing an action does not relieve Subrecipient, while the appeal is in process, from the responsibility of continued compliance with the terms of this subaward.

ÅFinal Order: The decision shall be final and conclusive subject to an appeal to a court of law pursuant to NRS Chapter 233B (Nevada Administrative Procedures Act).

ÅExceptions: Expiration of this subaward and reduction in caseload due to insufficient funds shall not be subject to appeal.

6. ADDITIONAL SERVICES AND FUNDS:
Nothing in this subaward shall be deemed in any way to authorize subrecipient to perform any additional services or to expend any additional funds without prior written authorization from State WIC office.

7. TERMINATION:

Å By Subrecipient: The subaward may be terminated by subrecipient prior to expiration by providing written notification to State WIC office provided that subrecipient continues to perform this subaward during its term until such time as State WIC office is able to replace subrecipient with another provider of the services or until 120 days after notification of revocation, whichever occurs first.

Å Availability of Federal Funds: This subaward is contingent upon federal funding and will terminate if such funding becomes unavailable. State WIC office shall notify subrecipient immediately in writing of such termination.

Å Cooperation: Subrecipient shall, upon notification of the termination of this subaward and if so directed by State WIC office, cooperate in any and all efforts to refer participants to other WIC clinics in order to maintain continuity of participation in the WIC program.

Å Liability Following Termination: Following receipt of notice of termination by State WIC office, subrecipient shall cease all WIC program operations as of the effective date of termination. Subrecipient shall be liable for any and all EBT cards issued by subrecipient after the effective date of termination of this subaward unless the issuance of such EBT cards is expressly authorize in writing by State WIC office.

Å This subaward agreement may be TERMINATED by either party prior to the date set forth on the Notice of subaward

Å Award, provided the party has served written notice upon the other party and 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 for any reason the Division of Public and Behavioral Health, State, and/or Federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

8. VALIDITY AND EFFECTIVENESS OF SUBAWARD:

Å Both parties recognize that this subawards validity and effectiveness are conditional upon availability of funds as provided for by Congress for the purposes of this program.

Å It is mutually understood between the parties that this subaward may have been written prior to October 1 of the current year and

before congressional appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the subaward were executed after October 1.

- Å This subaward is valid and enforceable only if sufficient funds are made available to the State WIC office by the United States government for the fiscal year specified for the purposes of this program. In addition, this subaward is subject to any additional restrictions, limitations or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this subaward in any manner.
- Å It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this subaward may be amended or terminated, to reflect any reduction in funding to the Nevada WIC program.

9. AUDIT:
   - Å Subrecipient shall have an independent audit of its operations performed during the term of this subaward. If the subrecipient expends more than $750,000 in aggregate federal funds, an audit must be performed in accordance with OMB Uniform Guidance, Title 2, Subpart F- Audit Requirements, 200.501. The audit must be completed and submitted to the Division of Public and Behavioral Health, Contracts Unit (refer to Section E) within nine (9) months following the close of the fiscal year or subrecipient will be subject to a penalty of up to the amount paid for the audit and subaward funding may be withheld.

10. RENEWAL:
    - Å Nothing in this subaward shall be deemed to impose any obligation on either party to enter into any subsequent subaward.

11. WHOLE AGREEMENT:
    - Å This subaward with Sections A, B, C, D, E and F constitutes the entire agreement between the parties hereto, and supersedes and replaces all previous communications, representations, or agreements, whether oral or written, between the parties pertaining to the subject matter herein.

General 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.

12. 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).

13. Compliance with state insurance requirements for general, professional, and automobile liability; workersô compensation and employerôs liability; and, if advance funds are required, commercial crime insurance.

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

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

16. 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).

17. 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.

18. 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 granteeôs 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.**

19. Compliance with the Clean Air Act (42 U.S.C. 7401ï 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251ï 1387), as amendedð Contracts and subaward 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. 7401ï 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251ï 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

20. 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 Ä 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211).

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

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

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

24. 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:
    - Å 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.

25. 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.

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

SECTION B

Description of Services, Scope of Work and Deliverables

*In some instances, it may be helpful / useful to provide a brief summary of the project or its intent. This is at the discretion of the author of the subaward. This section should be written in complete sentences.

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

Primary Goal: Provide consistent, safe and courteous operations of WIC approved services.

Objective	Activities	Due Date	Documentation Needed
1. General Operations	Comply with the fiscal and operational requirements prescribed by the State of Nevada WIC Program pursuant to 7CFR part 246, 7CFR part 3016, the debarment and suspension requirements of 7 CFR part 3017, if applicable, the lobbying restrictions of 7 CFR part 3018, and FNS guidelines and instructions. Have at least one Competent Professional Authority (CPA) that has successfully completed the mandatory State training on staff of the local agency, that possesses the necessary skills to perform certification procedures. Provide nutrition education services to participants, in compliance with 7CFR part 246.11 and FNS guidelines and instructions. Inform and facilitate the delivery of appropriate health services to WIC participants. Subgrantee shall submit to the State WIC Office on an annual basis their Local Agency Nutritional Services Plan with their equipment inventory and current laboratory certification, no later than September 30th. Failure to comply may result in funding delay. Prohibit discrimination against persons on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity, and compiles data, maintains records and submits reports as required to permit effective enforcement of nondiscrimination laws. Prohibit drug use, alcohol use, and smoking in State WIC facilities where WIC functions are carried out.	09/30/2025	Have current written agreements in place with health care providers (if applicable). Maintain and have available for review, audit, and evaluation all criteria used for certification. Maintain complete, accurate current documentation that accounts for program funds received and expended. Maintain comprehensive internal control procedures to ensure proper funds management and separation of duties when determining eligibility and issuing benefits. Maintain a computer back-up system that duplicates all record transactions on a daily basis, transmit transfer files daily.
2. Clinic Operations to include staff, facilities and equipment	Subgrantee shall operate clinic(s) in accordance with the State WIC Policy and Procedure Manual and 7CFR part 246, incorporated herein by reference	09/30/2025	Any change in clinic location, including opening of a new clinic, must be approved in writing by State WIC Office at least 60 days

as if set forth in full, subject to coordination and supervision of the State WIC Office.

Facilities:
Privacy: Subgrantee shall make provisions to ensure clinic space provides privacy and confidentiality for applicants during application and individual nutritional education procedures.

Operating Hours: Full time clinics shall remain open for participant services a minimum of eight hours daily. Agencies are encouraged to provide staff manning during lunch period and give consideration to providing services prior to 8 AM and after 5 PM or on Saturday to meet the needs of participants receiving WIC benefits.

Staff:
Personnel Assigned: All staff changes must be preapproved. Terminations, replacements, or additions will be submitted to the State WIC Office prior to occurrence. The submitted information must include, at a minimum, staff title, rate of pay, and role duties. A pre-approval submission must be submitted, regardless of change in pre-approved budget.

The WIC Director/manager or designated Local Agency personnel must notify the State WIC Office of any permanent changes with staff/staffing by completing the WIC Systems Application (WSA) and submitting it to WICGeneral@health.nv.gov.

Personnel Assigned: Terminations, replacements or additions will be reported to the State WIC Office within seventy-two (72) hours of occurrence, and include affected employee's work location, position and work telephone number.

Training: Subgrantee shall provide, or cause to be provided, training in accordance with State WIC program objectives and Value Enhanced Nutritional Assessment (VENA) guidance, for each appropriate WIC staff member during the term of this subgrant and will document such training. Training shall ensure that staff works toward meeting the six competency areas for WIC nutrition assessment; (1) principles of life-cycle nutrition; (2) nutrition assessment process; (3) anthropometric and hematological data collection; (4) communication; (5) multicultural awareness; (6) critical thinking.

Budget:

Subgrantee must submit to the State WIC Office for pre-approval an Authorization to Purchase prior to any purchases of non-budgeted / awarded items.

Program Reviews:
At least once every two years the Subgrantee's clinical operations, fiscal management, and food delivery systems shall be monitored for compliance with State and Federal regulations, rules, and policies. The Subgrantee must prior to change in clinic location. A copy of the proposed lease must be forwarded to the State WIC Office for review prior to execution

Laboratory Registration: All metropolitan area subgrantees must register all clinics with the United States Department of Health and Human Services in accordance with 42 CFR part 493 and with the Nevada Bureau of Health Care Quality and Compliance in accordance with Nevada Administrative Code 652. Rural clinics will make arrangements with nurses in their respective counties to perform hemoglobin tests in accordance with policy #CT: 13 of the State WIC Policy and Procedure Manual.

Equipment:

Title: All property purchased with funds provided by the State WIC program pursuant to this subgrant that are not fully consumed in performance of this subgrant shall be the property of the State WIC program.

Inventory: Equipment having a useful life over one year purchased using WIC funds, will be inventoried, and reported annually, with clinic plan, to the State WIC Office prior to September 30th of the current subgrant year. The inventory list shall include date of purchase, cost, clinic location, and if available, State of Nevada inventory tag number and/or subgrantee inventory tag number.

Loss: Subgrantee shall be responsible for all equipment purchased with funds provided by State WIC, insuring that said equipment is maintained in good repair and working order. In the event of loss of said equipment, due to theft or disaster, Subgrantee shall replace such equipment with equipment of like value at Subgrantee expense.

Purchases:
Equipment purchases and all purchases of computer software/ hardware must receive prior written approval from State WIC Office by completing an Authorization to Purchase.

	make all requested documents available. Upon notification of the program review results, the Subgrantee must submit a Corrective Action Plan (CAP) to address all areas of attention; defined as not being in compliance with a policy as written in the WIC Policy and Procedure Manual, guidance provided from the State WIC Office (SO), such as In-Service guidance, guidance provided during trainings from the SO, email guidance from the SO, or Memorandum guidance from the SO, 7CFR part 246, 7CFR part 3016, the debarment and suspension requirements of 7 CFR part 3017, if applicable, the lobbying restrictions of 7 CFR part 3018, and FNS guidelines and instructions. If repeat and/or immediate areas of attention are found, additional corrective action will be determined and implemented by the Local Agency WIC Director in compliance with the SO, including but not limited to program and budgetary restrictions.		
3. Records Retention	USDA and Nevada WIC Program through any authorized representative shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed by subgrantee pursuant to this subgrant at the premises where such work is performed or where subgrantee records are maintained. Subgrantee shall provide reasonable facilities and assistance for the safety and convenience of WIC program representatives in the performance of their duties pursuant to this section. Conflict of Interest: Subgrantee shall ensure that no conflict of interest exists or arises between the subgrantee or persons employed by or associated with the subgrantee and any authorized vendor within or outside the State of Nevada. Local Agency staff members must sign a conflict of interest statement upon employment and once every year within 30 days of each Federal Fiscal Year (October 1-October 30). The statement must be updated throughout the fiscal year as staff members inform managers that they, a relative, or a close friend is applying for or is receiving WIC benefits, FMNP benefits, or Breastfeeding Peer Counselor program benefits. Failure to comply with the terms of the Nevada WIC Program Conflict of Interest Policy may result in the employee being subject to appropriate disciplinary or corrective action, including dismissal.	09/30/2025	Administrative Files: Subgrantee shall maintain and have available for program review and audit all administrative files pertaining to its WIC clinic operations for a minimum of six (6) years from the date of termination of the subgrant or until all discrepancies relating to audit findings are resolved, whichever occurs later. Fiscal Records: Subgrantee shall maintain all fiscal records and books constituting the basis for submission of reimbursement requests, including records and books supporting indirect rates, for a period of five (5) years from the date of termination of the subgrant or until any discrepancies related to audit findings are resolved, whichever occurs last.
4. Discrimination	The Local Agency must maintain an updated list of employees receiving WIC benefits while employed at the agency, and an updated list of relatives and close friends of employees receiving WIC benefits. The lists must be updated anytime a supervisor or manager is notified that a relative or friend is applying or receiving benefits. The lists must be reviewed quarterly to maintain program integrity. Data Collection: Subgrants shall comply with Federal Nutritional Services (FNS) requirements for the collection of racial and ethnic participation data. Translation Services: Subgrantee shall take all reasonable steps to ensure	09/30/2025	Notice and Opportunity for Hearing: Subgrantee shall comply with FNS requirements for public notification of nondiscrimination policy. Subgrantee shall provide all persons with notice and an opportunity to file a civil rights complaint. Subgrantee shall refer any and all applicants, eligible recipients or participants wishing to file a program discrimination complaint to complete a Form AD-3027, USDA Program Discrimination Compliant Form which can be obtained online at: https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-

	that WIC program information and nutrition education materials and services are available in the appropriate language to non-English or limited-English speaking persons or hearing and speech impaired. Subgrantee must ensure that bilingual staff are qualified and competent as interpreters and/or translators. Subgrantee must inform participants of the availability of free language assistance or other aids and services. Subgrantee must utilize USDAâs ñI Speak Statementsò for frontline staff to identify the languages of persons with limited English proficiency. Employment: Subgrantee shall state in all solicitation or advertisements for employees placed by or on behalf of subgrantee that all applicants for employment shall receive consideration regardless of race, color, national origin, sex (including gender identity and sexual orientation, disability, age, or prior civil rights activity. Subgrantee must comply with the nondiscrimination assurances required by FNS Instruction 113-1 and Form FNS-339		17Fax2Mail.pdf, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainantâs name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by: o Mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; or o Fax: (833) 256-1665 or (202) 690-7442; or o Email: Program.intake@usda.gov

Goal: Growth and advancement of WIC participation

Objective	Activities	Due Date	Documentation Needed
1. Caseload and Funding	Subgrantee agrees to provide the level of service to an estimated 11,155 yearly participants, while maintaining at least 60% staffing levels, at a maximum allowable reimbursement award of the executed total obligated amount. Adjustments may be necessary to the estimated caseload and staffing levels which may have the result of increasing or decreasing future awards. 2. Subgrantee agrees to monthly reimbursements that are based on actual costs to provide services. 3. In consideration of subgrantees performance of all required services and fulfillment of all obligations pursuant to this subgrant, the WIC program agrees to pay monthly to subgrantee an amount for WIC services, the total not to exceed the total approved budget, subject to any amendment of funding. The State WIC program will provide subgrantee with EBT cards, specialty infant formula (when approved), certification and nutrition education materials and technical support as necessary.	09/30/2025	A mid-term participant, staffing level, and funding review will be conducted by the State WIC Office of the subgrant year for the purpose of evaluating expenditures and caseload to ensure appropriate Local Agency operations and client services. Maximum subgrant amount is subject to approval by the Administrator of the Nevada Division of Public and Behavioral Health and that amount is based upon the approved line-item budget (Section C. Budget and Financial Reporting).

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

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

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: ñThis publication (journal, article, etc.) was supported by the Nevada State Department of Health and Human Services through Grant # 7NV700NV7 from USDA WIC Admin 2025. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department nor USDA WIC Admin 2025.ò

Any activities performed under this subaward shall acknowledge the funding was provided through the Department by Grant Number 7NV700NV7 from USDA WIC Admin 2025.

Subrecipient agrees to adhere to the following budget:

Total Personnel Costs	including fringe					**Total:**	$79,405.00
Employee	Annual Salary	Fringe Rate	% of Time	Months	Annual % of Months worked	Amount Requested	Subject to Indirect? Fringe Salary
Calli Pennine Sr. Office Asst., Position Control #11729 Hourly Rate: $21.44 - 11 hrs/Pay Period Fringe Includes (annually): PERS $14,816; Workers Comp $2,577; Health $15,854; Medicare $641	$44,226.00	76.62%	20.00%	3.00	25.00%	$3,905.60	Ä Ä
Facilitates participant traffic and appointment check-in, scheduling, support for needs not scheduled, and WIC Voter Registrations.							
Candis Rogers Sr. Office Asst., Position Control #11703 Hourly Rate: $24.90 - 11 hrs/Pay Period Fringe Includes (annually): PERS $16,998; Workers Comp $2,577; Health $12,342; Medicare $736	$50,741.00	64.35%	20.00%	3.00	25.00%	$4,169.64	Ä Ä
Facilitates participant traffic and appointment check-in, scheduling, support for needs not scheduled, and WIC Voter Registrations.							
Carly Thom Program Super., Position Control #60150 Hourly Rate: $31.82 - 12 hrs/Pay Period Fringe Includes (annually): PERS $21,719; Workers Comp $2,577; Health $15,853; Medicare $941	$64,831.00	63.38%	15.00%	3.00	25.00%	$3,972.03	Ä Ä
Supervises the activities of assigned staff; coordinates, prioritizes and assigns tasks and projects; tracks and reviews work progress and activities. Assists in the development and implementation of goals, objectives, policies, procedures and work standards; analyzes information pertaining to program operations. Provides oral and written presentations on behalf of the program as required; represents the program with other agencies.							

Donna McCormick Sr. Office Asst., Position Control #11728 Hourly Rate: $21.56 - 11 hrs/Pay Period Fringe Includes (annually): PERS $14,871; Workers Comp $2,577; Health $12,342; Medicare $643	$44,392.00	68.56%	20.00%	3.00	25.00%	$3,741.36	Ä Ä
Facilitates participant traffic and appointment check-in, scheduling, support for needs not scheduled, and WIC Voter Registrations.							
Maria Elena Rodarte (Fernley) WIC Specialist, Position Control #60200 Hourly Rate: $30.39 - 80 hrs/Pay Period Fringe Includes (annually): PERS $21.046; Workers Comp $2,578; Health $15,799; Medicare $666	$62,824.00	63.81%	100.00%	3.00	25.00%	$25,728.00	Ä Ä
Provides nutrition education, breastfeeding support, supplemental food issuance and referrals to health and other social services. Educates participants regarding proper nutrition on an ongoing basis. Educates and supports participants in breastfeeding and issue/ train on breast pump usage as needed. Determines eligibility for services using guidelines provided by State WIC program. Weighs and measures pregnant women, infants and children using scales, recumbent boards and upright measuring boards. Issues WIC benefits on WIC EBT cards, which allows the participant, Parents/caretakers, or proxies to purchase food package from an authorized WIC vendor.							
Mirian Zarazua (Yerington) WIC Specialist, Position Control #60204 Hourly Rate: $31.23 - 48 hrs/Pay Period Fringe Includes (annually): PERS $11.136; Workers Comp $2,578; Health $15,853; Medicare $923	$63,339.00	47.91%	60.00%	3.00	25.00%	$14,052.71	Ä Ä
Provides nutrition education, breastfeeding support, supplemental food issuance and referrals to health and other social services. Educates participants regarding proper nutrition on an ongoing basis. Educates and supports participants in breastfeeding and issue/ train on breast pump usage as needed. Determines eligibility for services using guidelines provided by State WIC program. Weighs and measures pregnant women, infants and children using scales, recumbent boards and upright measuring boards. Issues WIC benefits on WIC EBT cards, which allows the participant, Parents/caretakers, or proxies to purchase food package from an authorized WIC vendor.							
Rebecca Boehner (Dayton/Silver Springs) WIC Specialist, Position Control #60201 Hourly Rate: $27.68 - 80 hrs/Pay Period Fringe Includes (annually): PERS $19,092; Workers Comp $2,578; Health $15,851; Medicare $826	$56,991.00	67.29%	100.00%	3.00	25.00%	$23,835.06	Ä Ä

Provides nutrition education, breastfeeding support, supplemental food issuance and referrals to health and other social services. Educates participants regarding proper nutrition on an ongoing basis. Educates and supports participants in breastfeeding and issue/ train on breast pump usage as needed. Determines eligibility for services using guidelines provided by State WIC program. Weighs and measures pregnant women, infants and children using scales, recumbent boards and upright measuring boards. Issues WIC benefits on WIC EBT cards, which allows the participant, Parents/caretakers, or proxies to purchase food package from an authorized WIC vendor.

In-State Travel				**Total:**	$692.00
Destination of Trip: NWA Annual Conference in Las Vegas					
	Cost	# of Trips	# of Days	# of Staff	Total
Airfare: cost per trip (origin & designation) x # of trips x # of staff	$360.00	1	0	1	$360.00
Baggage fee: $ amount per person x # of trips x # of staff	$0.00	0	0	0	$0.00
Per Diem: $ per day per GSA rate for area x # of trips x # of staff	$86.00	1	1	1	$86.00
Lodging: $ per day + $ tax = total $ x # of trips x # of nights x # of staff	$126.00	1	1	1	$126.00
Ground Transportation: $ per r/trip x # of trips x # of staff	$50.00	1	1	1	$50.00
Mileage: (rate per mile x # of miles per r/trip) x # of trips x # of staff	$57.50	1	0	1	$58.00
Parking: $ per day x # of trips x # of days x # of staff	$12.00	1	1	1	$12.00
Carly Thom and Jenna Dykes will attend the NWA Conference in Las Vegas in April 2025. Airfare: 360x1x2=720 Per Diem: 86x1x2x2=344 Lodging: 126x1x4x2=1008 Motor Pool: 50x1x2x1= 100 Mileage: 57x1x2=115 Parking: 12x1x4x2=96					$692.00

Out of State Travel			OSMot Days	**Total:**	$2,612.00
Destination of Trip: Breastfeeding Conference in Baltimore					
	Cost	# of Trips	# of Days	# of Staff	Total
Airfare: cost per trip (origin & designation) x # of trips x # of staff	$419.00	1		2	$838.00
Baggage fee: $ amount per person x # of trips x # of staff	$0.00				$0.00
Per Diem: $ per day per GSA rate for area x # of trips x # of staff	$86.00	1	3	2	$516.00
Lodging: $ per day + $ tax = total $ x # of trips x # of nights x # of staff	$124.00	1	4	2	$992.00
Ground Transportation: $ per r/trip x # of trips x # of staff	$27.00	1	2	1	$54.00
Mileage: (rate per mile x # of miles per r/trip) x # of trips x # of staff	$58.00	1		2	$116.00

Parking: $ per day x # of trips x # of days x # of staff	$12.00	1	4	2	$96.00
Carly Thom and Becky Boehner will attend the Breastfeeding Conference in November 2024 in Baltimore.					$2,612.00

Operating	**Total:**	$0.00

Equipment	**Total:**	$0.00

Contractual/Contractual and all Pass-thru Subawards	**Total:**	$0.00

Training				**Total:**	$601.00
	Amount	# of FTE or Units	# of Months or Occurrences	Cost	
NWA Annual Conference	$1.00	2	1	$2.00	
Carly Thom will attend the NWA Conference in Las Vegas in April 2025. Total approved NWA Conference: $1,198					
Breastfeeding Conference	$599.00	1	1	$599.00	
Carly Thom and Becky Boehner will attend the Breastfeeding Conference in November 2024 in Baltimore. Approved: $1,198 599x2x1					

Other				**Total:**	$0.00
				$0.00	Ä
Justification:					

TOTAL DIRECT CHARGES			$83,310.00
Indirect Charges	Indirect Rate:	%	$0.00
Indirect Methodology: No indirect			

TOTAL BUDGET	**$83,310**

STATE OF NEVADA
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DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD

Applicant Name: Lyon County Human Services **Form 2**

PROPOSED BUDGET SUMMARY

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

FUNDING SOURCES	Women Infants & Children (WIC)	Other Funding	Other Funding	Other Funding	Other Funding	Other Funding	Other Funding	Program Income	TOTAL
SECURED									
ENTER TOTAL REQUEST	$83,310.00								$83,310.00
EXPENSE CATEGORY									
Personnel	$79,405.00								$79,405.00
Travel	$3,304.00								$3,304.00
Operating	$0.00								$0.00
Equipment	$0.00								$0.00
Contractual/Consultant	$0.00								$0.00
Training	$601.00								$601.00
Other Expenses	$0.00								$0.00
Indirect	$0.00								$0.00
TOTAL EXPENSE	$83,310.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$83,310.00
These boxes should equal 0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
Total Indirect Cost	$0.00							Total Agency Budget	$83,310.00
								Percent of Subrecipient Budget	100.00%

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).

Note: If match funds are required, Section H: Matching Funds Agreement must accompany the subaward packet.

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 $83,310.00;
- Requests for Reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred;
- Indicate what additional supporting documentation is needed in order to request reimbursement;
  - Subrecipient will submit monthly RFRs with backup documentation such as receipts and monthly invoices.; and
- 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 the program or Bureau 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. CDC.
  - Providing additional information as it becomes available.
- 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 site visit/monitoring schedule may be clarified here. Agencies will be monitored every two years.
- 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 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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NOTICE OF SUBAWARD

SECTION D
Request for Reimbursement

Program Name: Women Infants & Children (WIC)	Subrecipient Name: Lyon County Human Services
Address: 4150 Technology Way, Carson City, Nevada 89706	Address: 620 Lake Ave, Silver Springs, Nevada 89429-9038
Subaward Period: 10/01/2024 - 09/30/2025	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	$79,405.00	$0.00	$0.00	$0.00	$79,405.00	0.00%
2. Travel	$3,304.00	$0.00	$0.00	0.0000	$3,304.00	0.00%
3. Operating	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%
4. Equipment	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%
5. Contractual/Consultant	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%
6. Training	$601.00	$0.00	$0.00	$0.00	$601.00	0.00%
7. Other	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%
8. Indirect	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%
Total	**$83,310.00**	**$0.00**	**$0.00**	**$0.00**	**$83,310.00**	**0.00%**

MATCH REPORTING	Approved Match Budget	Total Prior Reported Match	Current Match Reported	Year to Date Total	Match Balance	Percent Complete
						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 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? Ä Yes Ä No Contact Person

Reason for contact:

Fiscal review/approval date:

Scope of Work review/approval date:

ASO or Bureau Chief (as required):

STATE OF NEVADA
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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 Ä 200.501(a).

2. Did your organization expend $750,000 or more in all federal awards during your organization's most recent fiscal year?	X Yes Ä No
3. When does your organization's fiscal year end?	6/30/2024
4. What is the official name of your organization?	Lyon, County of
5. How often is your organization audited?	Annually
6. When was your last audit performed?	11/1/2023
7. What time-period did your last audit cover?	7/1/2022 - 6/30/2023
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.

STATE OF NEVADA
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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 EmployeesôRetirement 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	Ä	If ñYESò, list the names of any current or former employees of the State and the services that each person will perform.
NO	X	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.

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

SECTION G

Business Associate Addendum

BETWEEN

Nevada Department of Health and Human Services

Hereinafter referred to as the ñCovered Entity"

And

Lyon County Human Services

Hereinafter referred to as the ñBusiness Associateò

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 (ñHIPAAò), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-5 (ñthe HITECH Actò), and regulation promulgated there under by the U.S. Department of Health and Human Services (the ñHIPAA Regulationsò) 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.

Section H is not applicable for this Subaward

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: November 21, 2024

Agenda Item Number:
12.h

Subject:
For Possible Action: Accept a Federal Emergency Management Agency (FEMA) Public Assistance, Disaster 4708 award from the Nevada Office of the Military, Division of Emergency Management for project number 723984 emergency protective measures costs that occurred between March 8-19, 2023 in the amount of $424,169.66, with a County match of $106,042.42, and to authorize the Emergency Manager to sign the grant award.

Summary:

Financial Department Comments:
The County has already paid the total costs from the fiscal year 2023 budget. This item allows us to receive federal reimbursement for a portion of the expenditures.

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Accept a Federal Emergency Management Agency (FEMA) Public Assistance, Disaster 4708 award from the Nevada Office of the Military, Division of Emergency Management for project number 723984 emergency protective measures costs that occurred between March 8-19, 2023 in the amount of $424,169.66, with a County match of $106,042.42, and to authorize the Emergency Manager to sign the grant award.

ATTACHMENTS

- FEMA, Public Assistance, Disaster 4708, Project 723983 Subaward

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Lyon County
723983 - Yerington, Mason, Smith and Wellington Roads
424,169.66

Subrecipient Grant Award

STATE OF NEVADA
OFFICE OF THE MILITARY
DIVISION OF EMERGENCY MANAGEMENT / HOMELAND SECURITY
2478 Fairview Drive, Carson City, NV 89701
Telephone (775) 687-0300, Fax (775) 687-0322

Subrecipient Grant Award

Subrecipient: Lyon County

Program Name: Federal Emergency Management Agency (FEMA) Public Assistance, Disaster 4708

FEIN Number: PA-09-NV-4708

UEI: XVTREHCXGM77

Subrecipient UEI: UT4JJJ9N6L69

Subrecipient Grant Funds: $424,169.66

Subrecipient Required Match: 106,042.42

ALN (formally CFDA) # 97.036

Function Code # 0063

Grant Portal Project Worksheet Number: 723983

EMMI Project Worksheet Number: PA-09-NV-4708-PW-00063

Subrecipient Award Period: 4/27/2023-10/27/2024

Federal Award Period to DEM: 04/27/2023-10/27/2024

Federal Award Amount to DEM: Federal Award Amount will vary depending on approved Project Worksheets (PW). Only approved PW's will be reimbursed by DEM.

Grant Recipient Award Agreement

The President declared a Major Disaster in the State of Nevada on April 27, 2023, due to severe winter storms, flooding, landslides, and mudslides during the period of March 8-19, 2023. Major Disaster Declaration FEMA-44708-DR (Disaster 4708) was declared under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42. U.S.C. §§ 5121-5207 (Stafford Act), in accordance with 44 CFR § 206.44. As a result of Disaster 4708, the State of Nevada, as Grantee, was awarded Public Assistance grant funding to assist the state and eligible governments, as well as certain private nonprofit organizations, in their response to, and recovery from, Disaster 4708.

This Agreement between the State of Nevada, Office of the Military, Division of Emergency Management (State), and Lyon County (Applicant) governs all federal assistance that the State of Nevada provides to the Applicant under Disaster 4708.

I. TERMS AND CONDITIONS

A. State Responsibilities

The State may provide Disaster Grant Funding or direct services to support the activities and programs authorized under the Stafford Act for Disaster 4708, and in accordance with this Agreement.

1. The State agrees to be the recipient for all federal financial assistance provided under the Stafford Act related to Disaster 4708. The State will serve as the pass-through entity with respect to the State's role in providing subgrants and administering grant assistance provided to Applicants.

2. The State agrees to maintain a Federal Emergency Management Agency (FEMA) approved State Mitigation Plan (SMP) in accordance with 44 CFR Part 201 (Mitigation Planning), as a condition of receiving Disaster Assistance funding.

B. Applicant Responsibilities

1. The Applicant agrees to comply with the federal and/or state grant award terms and conditions set forth in this Agreement, Disaster 4708, all provisions of the State Administrative Plan in place for each grant award, and the Federal and State Grant Assurances.

2. The Applicant agrees to lead, manage, and drive the overall recovery process and coordinate recovery activities and technical support by setting appropriate policies which adhere to the local, state, and federal laws.

3. The Applicant agrees to comply with the requirements of all applicable laws and regulations, including the Stafford Act, Title 44 of the Code of Federal Regulations (Emergency Management and Assistance), 2 CFR Part 3002 (implementing 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), all applicable FEMA and State Assurances, policies, procedure, and guidelines as well as, the Division of Emergency Management Grant Management Guide, Federal and State Assurances, the State Administrative Manual, applicable state and local laws, and FEMA policies and guidelines.

The Applicant agrees that all contract developed and signed for the utilization of federal grant dollars will be compliant with 2 CFR Part 200, Appendix II (please see the FEMA Contracts Provisions Guide).

4. The Applicant agrees to use disaster assistance funds solely for the purposes as stated in the approved project worksheets (PW) and the approved scope of work approved by FEMA and the State.

5. The Applicant agrees to provide the cost-sharing requirements of federal disaster assistance, as stipulated in Disaster 4708. Disaster 4708 includes the Public Assistance Program.

6. The Applicant agrees that all disaster assistance funding will be provided on a reimbursement basis only and must follow the reimbursement process established by NDEM Grant Guidelines and the NDEM Federal and State Assurances. Exceptions are discretionary and will be granted only due to conditions beyond the Applicant's control, which results in an inability to complete approved projects. All exceptions will be subject to the approval of the Governor's Authorized Representative (GAR) and must be requested by the applicant in writing and approved in writing by the GAR.

7. The Applicant agrees to establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting standards. The accounting system must follow the approved practices as outlined in the NDEM Grant Guidelines and NDEM Federal and State Assurances.

8. The Applicant agrees to accurately document the events and expenses incurred in the disaster response and recovery. All of the documentation pertaining to a project shall be filed together with the corresponding PW and maintained by the Applicant as the permanent record of the project. This process must include all backup and corresponding documentation attached to the PW in each file. The applicant must provide a copy of the documentation to the GAR for review, reconciliation, and archival.

9. The Applicant agrees to maintain records and supporting documentation relating to claims made by the Applicant for three (3) years after the completion and final payment of an individual PW and shall be available for inspection and audit at all reasonable times by NDEM, the State Auditor, and the Federal Auditor General.

10. The Applicant agrees to give the appropriate state agencies, as designated by the GAR, access to and the right to examine all records, documents, papers relating to any activity undertaken for funding under this Agreement.

11. The Applicant agrees to provide the State with quarterly project status reports. If the Applicant receives $750,000 or more in total Federal assistance in a single year, the Applicant shall accomplish a "single audit" and submit a copy of that audit to the State, in accordance with the Office of Management and Budget Super Circular.

12. The Applicant agrees to comply with the US Environmental Protection Agency regulations contained in Title 40 of the Code of Federal Regulations.

13. The Applicant agrees to comply with all applicable provisions of state laws and regulations in regard to procurement of goods and services regarding contract for repair or restoration of public facilities which conform to federal law and the standards identified in 2 CFR §§ 200.317-200.326, which are outlined in the NDEM Grant Guidelines and NDEM Federal and State Assurances, and the FEMA Public Assistance: Policy and Guidance.

14. If the Applicant received duplicate benefits from another source for projects related to this disaster, the Applicant agrees to refund the benefits provided by the State.

15. The Applicant agrees to comply with Provision of the Hatch Act limiting the political activities of public employees, as it relates to the programs funded.

16. The Applicant agrees to not enter into any cost plus a percentage of costs or contingency contract for completion of disaster restoration or repair work.

17. The Applicant agrees to not enter into contracts, grants, loans, or cooperative agreements for which payment is contingent upon receipt of state or federal funds.

18. The Applicant agrees not to enter into any contract with any party that has been prohibited from participating in federal or state assistance programs.

19. The Applicant agrees to indemnify and hold the State and FEMA harmless from any damages arising out of the projects funded under this agreement.

20. The Applicant agrees to abide by the following work completion deadlines:

Emergency Work (Category A & B) - Six months from the date of declaration.

Permanent Work (Categories C-G) - Eighteen months from the date of declaration.

All required documentation in support of the project costs will be submitted within 90 days following completion of the project.

C. Controlling Authorities

This agreement is subject to the following governing authorities:

1. The Stafford Act and its implementing regulations contained in Title 44 of the Code of Federal Regulations, and FEMA policy and guidance.

2. 2 CFR Parts 200 and 3002, Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards.

3. The Public Assistance Program and Policy Guide (PAPPG V4).

4. The Office of the Military, Division of Emergency Management, Grant Management Guide.

5. The Federal and State Assurances, as well as the FEMA Public Assistance: Policy and Guidance.

6. Nevada Administrative Manual (SAM Manual)

7. All Applicable Federal, State, and Local laws, and FEMA policies and guidance.

II. DISASTER ASSISTANCE GRANT FUNDING

A. Terms and Conditions

1. Federal assistance, except for assistance under the Hazard Mitigation Grant Program, is limited to activities necessary to alleviate damage, loss, hardship, or suffering resulting from the incident that took place during the incident period identified in Disaster 4708, except that reasonable expenses that were incurred in anticipation of an immediately preceding such event may be eligible.

2. Federal assistance under the Stafford Act and this Agreement is limited to those areas, and programs designated by the President or FEMA in the Federal Register Notices for Disaster 4708.

3. All scopes of work and costs approved as a result of this Agreement, whether as estimates or final costs approved through subgrants, project worksheets, or otherwise, will incorporate by reference the terms of this Agreement and must comply with all applicable federal and state laws, regulations, policies and guidance in accordance with this Agreement, the provisions of the State Administrative Plan in place for each grant award and attached in this package as a FEMA Project Worksheet, and the federal and state grant assurances.

B. Disaster Programs

The following disaster assistance programs have been authorized for Disaster 4708 and are subject to this Agreement:

Public Assistance (PA):

Disaster 4708 authorized the PA Program and FEMA may make a PA grant award to the State. The Applicant agrees to make available the non-federal cost share of PA pursuant to the State of Nevada's requested timelines. Federal funding will be limited to 75 percent of total eligible costs, except as may be provided for in any subsequent cost-share amendment to the declaration for Disaster 4708.

The Public Assistance Programmatic addendums will be listed in the PAPPG V4. This will give additional terms and conditions for the implementation of the PA Program as applicable, PA grant performance goals, and cost-share adjustments under alternative procedures for debris removal.

III. FUNDING

The Applicant will be reimbursed in accordance with the Federal and State Assurances. At any time during the lifecycle of the grant, the State may adjust the amounts available to the Applicant in the request for reimbursement process due to grant adjustments, partial or full grant terminations, closeouts, or other reasons.

IV. REPORTING

A. Financial Report

The Final Financial Report is due thirty (30) days after project completion, see Federal and State Assurances.

B. Quarterly Financial/Programmatic Reports

The quarterly financial reports are due thirty (30) days after the quarter ends (December 30, March 30, June 30, and September 30).

V. CONSTRUCTION REQUIREMENTS

Prior to the start of any construction activity, the Applicant will ensure that all federal, state and local permits and approvals are obtained, and all permit conditions are addressed, including, the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other applicable environmental laws and executive orders. All construction should be in accordance with approved permits, project plans, and specifications, as well as applicable building codes and program guidance.

VI. EXTENSIONS

All extensions must include documentation substantiating delays beyond its control, a detailed justification for the delay, the status of work completed, and to be completed, and a project timeline with the projected completion date.

All requests and approvals for extensions must be on the approved excel workbook, which includes the quarterly financial report, programmatic report, and project change request.

Applicants that request an extension must submit reports no later than 15 days after the last day of the approved extension. Sub-grantees may not obligate funds at the end of extension and use the State Administrative Agent's (SAA) close out period to submit reports/expenditures unless extenuation circumstances exist, and the approval is issued in writing to the sub-grantee.

Extension requests must follow the process described in Chapter 11, Section V of the PAPPG V4 (page 196) and be sent to the GAR for consideration.

The regulatory time limitation for temporary facilities (Emergency Work) is 6 months from the Federal Declaration date. The State of Nevada may approve an extension up to 6 months; however, this must be in writing on the "Project Change" form with a narrative and justification.

The regulatory time limitation for permanent work is 18 months from the Federal Declaration date. The State of Nevada may approve an extension up to an additional 30 months; however, this must be in writing on the "Project Change" form with a narrative and justification.

The State of Nevada may request additional time from FEMA; however, this will only be granted if the Applicant has

already started the project and needs additional time to complete, and the extension is due to circumstances out of the Applicant's control for the emergency work. Please refer to the PAPPG V4.

VII. RESOURCES

- Federal and State Assurances
- Federal and State Administrative Plan
- Financial/Programmatic Reporting
- PAPPG V4 (2020)
- The Office of the Military, Division of Emergency Management Grant Management Guide
- All DEM and FEMA Bulletins
- The FEMA approved Project Worksheet
- The FEMA Contracts Provisions Guide

IN WITNESS WHEREOF, the Parties approve this Agreement:

_____

Appointing Authority Date

Signatures

Authorized Official

Lyon County	Nevada Office of the Military, Division of Emergency Management
Not signed yet.	Sharon Luce 11/5/2024 12:19:07 PM sluce@dem.nv.gov 167.154.162.53

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Lyon County Board of County Commissioners Agenda Summary

Meeting Date: November 21, 2024

Agenda Item Number:
12.i

Subject:
For Possible Action: Accept a FFY 2024 Emergency Management Performance Grant (EMPG) award from the Nevada Office of the Military, Division of Emergency Management in the amount of $27,299 for salaries and supplies, with a County match of $27,299, and to allow Emergency Manager to sign the grant award.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Accept a FFY 2024 Emergency Management Performance Grant (EMPG) award from the Nevada Office of the Military, Division of Emergency Management in the amount of $27,299 for salaries and supplies, with a County match of $27,299, and to allow Emergency Manager to sign the grant award.

ATTACHMENTS
- FFY 24 Lyon County EMPG Subaward

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Lyon County
Lyon County
27,299.00

Sub-Grantee Award

STATE OF NEVADA
OFFICE OF THE MILITARY
DIVISION OF EMERGENCY MANAGEMENT (DEM)
2478 Fairview Drive, Carson City, NV 89701
Telephone (775) 687-0300, Fax (775) 687-0322

Subrecipient Grant Award

Subrecipient: Lyon County

Program Name: Federal Fiscal Year 2024 Emergency Management Performance Grant (EMPG)

Federal Grant Award Number: **EMF-2024-EP-05007**

UEI (formally known as DEM DUNS): XVTREHCXGM77

Subrecipient UEI: UT4JJJ9N6L69

Sub Grantee Award Amount: $27,299.00

Assistance Listing Number (ALT) (formally CFDA) Project #97.042 (DEM Internal # 97042.24)

Project Title: Lyon County

Subrecipient Award Period: October 1, 2023- September 30, 2025

Subrecipient Personnel Period: October 1, 2023 - September 30, 2024

Federal Award Period to DEM: October 1, 2023- September 30, 2027

Federal Award Amount to DEM: $4, 205, 403

This award in the amount of $27,299.00 is subject to the requirements (federal, state, financial, and program assurances) established by the Federal Government, the Nevada Office of the Military, Division of Emergency Management (DEM). This award is subject to the availability of federal funding.

Special Conditions: (If Applicable) This project is approved subject to such conditions or limitations as set forth on the attached page(s)

MOU Required: No

EHP Required: No

Federal Funding Hold: No

Incorporated (1) Federal & State Assurances (2) Financial and Program Assurances (3) Federal Certifications (4) Scope and Timeline of Work (5) Line-Item Detail Budget Zoom Grants Listed Resource Documents attached to this application.

As the duly authorized representative of the Lyon County(), Taylor Allison, hereby certify that the Subrecipient has the legal authority to apply for federal grant assistance and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of the project cost) to ensure proper planning, management, and completion of the described project ("Project") within the period of performance. I further acknowledge that the Subrecipient is responsible for reviewing and adhering to all of the following requirements:

Applicable Federal Laws, Regulations, and Guidelines (government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at http://www.whitehouse.gov/omb/;

- Notice of Funding Opportunity (NOFO);
- FEMA Preparedness Manual & FEMA Environmental Planning and Historical Preservation Policy Guide
- Applicable Nevada Statutes, Regulations, and Policies;
- Nevada Office of the Military, Division of Emergency Management Grant Assurances;
- Nevada Office of the Military, Division of Emergency Management, Grant Management Guide.

In addition to the above-listed requirements, Lyon County hereby agrees to comply with the following Federal and State Articles of this Agreement:

Federal Articles

Article I - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by Lyon County is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, Lyon County must request instructions from to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article II - DHS Specific Acknowledgements and Assurances

Lyon County must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Lyon County must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Lyon County must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as

required by DHS regulations and other applicable laws or program guidance.

3. Lyon County must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Article III - Acknowledgement of Federal Funding from DHS

Lyon County must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article IV - Activities Conducted Abroad

Lyon County must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article V - Age Discrimination Act of 1975

Lyon County must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article VI - Americans with Disabilities Act of 1990

Lyon County must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits Lyon County from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article VII - Best Practices for Collection and Use of Personally Identifiable Information (PII)

Lyon County is required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Lyon County may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article VIII - Civil Rights Act of 1964 - Title VI

Lyon County must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article IX - Civil Rights Act of 1968

Lyon County must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits Subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 *et seq*.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units- i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D).

Article X - Copyright

Lyon County must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgment of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XI - Debarment and Suspension
Lyon County is subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XII - Drug-Free Workplace Regulations
Lyon County must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XIII - Duplicative Costs
Lyon County is prohibited from charging any cost to this federal award that will be included as a cost used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, Lyon County may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XIV - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX
Lyon County must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XV – E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Lyon County must comply with the requirements of section 12(c) of E.O. 14074. Lyon County is also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

Article XVI - Energy Policy and Conservation Act
Lyon County must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XVII - False Claims Act and Program Fraud Civil Remedies
Lyon County must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made).

Article XVIII - Federal Leadership on Reducing Text Messaging while Driving
Lyon County is encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article XIX - Fly America Act of 1974
Lyon County must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XX - Hotel and Motel Fire Safety Act of 1990
In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a, Lyon County must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, codified as amended at 15 U.S.C. section 2225.

Article XXI –John S. McCain National Defense Authorization Act of Fiscal Year 2019 Lyon County is subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXII - Limited English Proficiency (Civil Rights Act of 1964, Title VI)
Lyon County must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Article XXIII - Lobbying Prohibitions
Lyon County must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXIV - National Environmental Policy Act
Lyon County must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXV - Nondiscrimination in Matters Pertaining to Faith-Based Organizations
It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Lyon County must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participation of faith-based organizations in individual DHS programs.

Article XXVI - Non-Supplanting Requirement
Lyon County must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXVII - Notice of Funding Opportunity Requirements
All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. Lyon County must comply with any such requirements set forth in the program NOFO.

Article XXVIII - Patents and Intellectual Property Rights

Lyon County is subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq. Lyon County is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXIX - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXX - Rehabilitation Act of 1973

Lyon County must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXI – Required Use of American Iron, Steel, Manufactured Products, and Construction

Lyon County will comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Subrecipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Certain FEMA waivers exist for the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. For additional information, please refer to the information found in the following link:

https://www.fema.gov/grants/policy-guidance/buy-america#:~:text=FEMA%20Waivers&text=Waives%20the%20BABAA%20requirements%20for,BABAA%2C%20not%20to%20exceed%20%241%2C000%2C000.&text=Waives%20up%20to%20five%20percent,produced%20iron%20or%20steel%20product.

Article XXXII - SAFECOM

Lyon County must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXIII - Terrorist Financing
Lyon County must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XXXIV - Trafficking Victims Protection Act of 2000
Lyon County must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. Section 7104. The award term is located at 2 C.F.R. Section 175.15, the full text of which is incorporated here by reference.

Article XXXV - Universal Identifier and System for Award Management
Lyon County is required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XXXVI - USA Patriot Act of 2001
Lyon County must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XXXVII - Use of DHS Seal, Logo, and Flags Lyon County must obtain permission from their DHS Financial Assistance Office prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XXXVIII - Whistleblower Protection Act
Lyon County must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XXXIV - Environmental Planning and Historic Preservation
DHS/FEMA funded activities that may require an EHP review are subject to FEMAs Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local laws/requirements. Acceptance of federal funding requires the ${Legal Name to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and Executive Orders.

Failure to provide requisite information could result in delays in the release of grant funds. If ground-disturbing activities occur during construction, the subgrantee will monitor ground disturbance, and if any potential archeological resources are discovered, the subgrantee will immediately cease work in that area and notify DEM.

State Articles

Article I - Written Authorization
Lyon County shall obtain a written authorization from its governing body in support of the Project, which specifies that the Subrecipient agrees:

1. To designate the authorized representative with the authority to bind the governing body;
   b. To provide all matching funds required for the Project;
   c. That any liability arising out of the performance of the Project and assurances will be the

responsibility of the Lyon County; and
d. Grant funds shall not be used to supplant expenditures controlled by the Lyon Countyor its governing body.

Article III - Access to records
Lyon County will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

Article IV - Period of Performance
The period of performance for each grant award will be determined by DEM based upon the deadlines imposed on DEM by the terms of the federal grant. All work on the Project must be completed within the period of performance specified in the grant. DEM will periodically review the expenditures of the grant to ensure sufficient progress is made on the Project. If DEM determines that the Project will not be completed within the period of performance, DEM may terminate the grant and re-obligate the funding to other projects.

Article V - Funding Restrictions
Federal funds made available through an award may be used only for the purpose outlined in the award and must be consistent with the statutory authority for the award. Award funds may not be used for matching funds for any other Federal award, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal Government or any other government entity.

Article VI - Conflicts of Interest
Lyon County will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

Article VII - Construction Projects
For construction projects, the Lyon County will:

1. Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
   b. Comply with the requirements of the awarding agency with regard to the drafting, review, and approval of construction plans and specifications; and
   c. Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

Article VIII - Worker Compensation

Lyon County will comply with provisions that require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Project, as per the worker's compensation laws set forth in NRS 616A, NRS 616B, NRS 616C, NRS 616D, and NRS 617.

Article IX - Nevada Public Records Act and the Freedom of Information Act
Lyon County acknowledges that all information submitted in the course of applying for funding under this program or provided in the course of an entity’s grant management activities that are under Federal control

is subject to the Freedom of Information Act (FOIA) contained in 5 U.S.C. § 552, and the Nevada Public Records Law, contained in Chapter 239 of the Nevada Revised Statutes.

Article X – Subrecipient Monitoring
Lyon County agrees to participate in DEM's monitoring visits and to follow up and take corrective action on all identified non-conformances and observations with action, which includes, but is not limited to, the submission and implementation of a corrective action plan to the DEM.

Article XI – Assignment and Delegation
Lyon County shall neither assign, transfer, nor delegate any rights, obligations, or duties under the Notice of Grant Award without prior approval of the DEM.

Article XII – Indemnification and Defense
To the fullest extent permitted by law, the Lyon County shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Lyon Countyunder this Agreement, or any alleged negligent or willful acts or omissions of the Lyon County, its officers, employees, and agents. Lyon County obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Lyon County waives any rights of subrogation against the State. Lyon County duty to defend begins when the State requests defense of any claim arising from this Agreement.

Article XIII – Termination
The DEM retains the right to terminate a sub-grant, for cause, at any time before completion of the grant period when it has determined that the Lyon County has failed to comply with the conditions of these assurances.

1. The DEM reserves the right to terminate the grant in whole or in part due to the failure of the Lyon County to comply with any term or condition of the signed and agreed upon assurances, failure to implement audit/monitoring recommendations within the prescribed period of time, failure to communicate with or respond to any State Administrative Agency (SAA) request or communication, to acquire and maintain all required insurance policies, bonds, licenses, permits, and certifications or to make satisfactory progress in performing the program, financial and administrative requirements of the grant.
   b. The DEM staff shall provide written notice of the termination and the reasons for such actions to the Subrecipient.
   c. The DEM may, upon the termination of the award, procure, on terms and in the manner that it deems appropriate, materials or services to replace those described in the project description of the grant award. Lyon County shall be liable to the DEM for any excess costs incurred by the DEM in procuring equivalent materials or services in substitution for materials or services described in the project description of the grant award.

As the duly authorized representative I, Taylor Allison, hereby certifies that the Lyon County will comply with the above grant award, assurances, and certifications.

Signatures

Lyon County	Nevada Office of the Military, Division of Emergency Management
Not signed yet.	Brett Compston 11/8/2024 10:19:01 AM b.compston@dem.nv.gov 167.154.44.232

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Lyon County Board of County Commissioners Agenda Summary

Meeting Date: November 21, 2024

Agenda Item Number:
13.a

Subject:
For Possible Action: Approve an Interlocal Agreement between Churchill County and Lyon County for Churchill County to provide Lyon County with temporary juvenile detention services in the amount of $593,108.20 for the period July 1, 2024 to June 30, 2025, for six (6) guaranteed detention beds with a provision for additional detention beds at the rate of $300 per day.

Summary:
Lyon County has been using Churchill County's Juvenile Facility for many years under an interlocal agreement that has now expired. This will provide a current agreement to continue forward.

Financial Department Comments:
The current fiscal year is already budgeted.

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Approve Interlocal Agreement between Churchill County and Lyon County for Churchill County to provide Lyon County with temporary juvenile detention services in the amount of $593,108.20 for the period July 1, 2024 to June 30, 2025, for six (6) guaranteed detention beds with a provision for additional detention beds at the rate of $300 per day.

ATTACHMENTS
- Agreement with Churchill County (Youth Detention Services)

INTERLOCAL AGREEMENT BETWEEN:
CHURCHILL COUNTY
AND
LYON COUNTY

This Interlocal Agreement (hereinafter "Agreement") is made on this 7th day of November, 2024, by and between Lyon County Juvenile Probation, Third Judicial District Court (Lyon County), and Churchill County Juvenile Probation, Tenth Judicial District Court (Churchill County), and is effective retroactively to the 1st day of July, 2024.

RECITALS

WHEREAS, each of the Parties hereto are public agencies as defined in NRS 277.100 and are authorized under the Interlocal Cooperation Act, NRS 277.080 – NRS 277.180, to enter into agreements with other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is authorized by law to perform and to provide; and

WHEREAS, Lyon County is in need of temporary detention services for its youth who by the nature of their behavior are determined to be a danger to themselves or a danger to the community and who meet the detention criteria established by NRS 62C.010; and

WHEREAS, this Agreement sets forth the terms upon which Churchill County agrees to provide juvenile detention services to Lyon County.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, the parties mutually agree as follows:

I. REQUIRED APPROVAL. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

II. AGREEMENT TERM. This Agreement shall initially be effective retroactively from July 1st, 2024, to June 30th, 2025, and will automatically be renewed from year to year thereafter, unless a Party provides written notice of termination at least 90 days prior to the renewal date or unless sooner terminated by either party as set forth elsewhere in this Agreement.

III. TERMINATION. Notwithstanding the provision set forth in Section II of this Agreement, either party may terminate this Agreement with or without cause by providing the other party ninety (90) days written notice. This Agreement may be terminated at any time by mutual written consent of both parties.

IV. INCORPORATED DOCUMENTS. This Agreement contemplates inclusion of other documents or exhibits describing the services to be provided hereunder. "Attachment A" (Scope of Work) and "Attachment B" (Health Insurance Portability and Accountability Act (HIPAA) Confidentiality Agreement) are attached hereto and incorporated herein by this reference and are made a part hereof. The parties agree that the terms and conditions listed in the incorporated attachments are specifically a part of this Agreement.

V. PAYMENT. For the services rendered by Churchill County, Lyon County shall pay Churchill County as set forth in Attachment A, Scope of Work, for juvenile detention services.

VI. SCOPE OF WORK. The Parties agree to complete and perform the obligations and duties set forth in this Agreement, including Attachment A, Scope of Work, and Attachment B, HIPAA Confidentiality Agreement.

VII. INSPECTION & AUDIT.

a. Books and Records. Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the State of Nevada or the United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.
b. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, and the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant funding agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.
c. Period of Retention. All books, records, reports, and statements relevant to this Agreement must be retained a minimum three years and for five years if any federal funds are used in this Agreement. The retention period runs from the date of termination of this Agreement. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete any audit and/or to complete any administrative and judicial litigation which may ensue.

VIII. BREACH. Failure of either party to perform any obligation of this Agreement shall be deemed a breach. Failure to declare a breach or the actual waiver of any particular breach of this

Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

IX. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages.

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

XI. INDEMNIFICATION. Each party to this agreement agrees to indemnify and hold harmless the other party, to the extent provided by law, including, but not limited to, NRS chapter 41, from and against any liability arising out of the performance of the agreement proximately caused by any act or omission of its own officers, agents and employees.

XII. INDEPENDENT PUBLIC AGENCIES. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of services pursuant to this Agreement, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or constructed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other party.

XIII. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of this Agreement or its material or nonmaterial terms by either party shall not operate as a wavier by such party or any of its rights or remedies as to any other breach.

XIV. SEVERABILITY. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

XV. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

XVI. PUBLIC RECORDS. Except when confidential or as may otherwise be provided by law, information or documents shall be open to public inspection and copying.

XVII. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.

XVIII. GOVERNING LAW: JURISDICTION. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The Parties consent to the exclusive jurisdiction of and venue in the Tenth Judicial District Court, Churchill County, Nevada, for enforcement of this Agreement.

XIX. ENTIRE AGREEMENT AND MODIFICATIONS. This Agreement and its integrated attachments constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

XX. NOTICES. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally by hand, by telephone facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted and addressed to the other party at the addresses set forth below:

Churchill County Juvenile Probation
Tenth Judicial District Court
335 N. Broadway St. Fallon, Nevada 89406
PHONE (775) 423-6587
FAX (775) 423-6888

Lyon County Juvenile Probation
Third Judicial District Court
31 S. Main Street Yerington, Nevada 89447
PHONE (775) 463-6641
FAX (775) 463 - 2204

IN WITNESS WHEREOF, the parties hereto have executed this Interlocal Agreement the day above written.

Myles Getto
Churchill County Commissioners, Chairman

Date: 11/07/24

Motulalo Otuafi
Churchill County Juvenile Probation, Chief

Date: 11/12/24

Dave Hockaday
Lyon County Commissioners, Chairman

Date:

Brian Kirkley
Lyon County Juvenile Probation, Chief

Date:

ATTACHMENT A: SCOPE OF WORK

1. Churchill County will provide Lyon County with temporary detention services for its juveniles who by the nature of their behavior are determined to be a danger to themselves or a danger to the community and who meet the detention criteria established by NRS 62C.010 as follows:
   a. For the period of July 1, 2024, to June 30, 2025, for guaranteed detention beds for six juveniles at any one time, Lyon County shall pay Churchill County Five Hundred Ninety-Three Thousand One Hundred Eight Dollars and Twenty Cents ($593,108.20). Beginning July 1, 2025, for guaranteed detention beds for six juveniles at any one time, Lyon County shall pay Churchill County annually in an amount equal to forty percent (40%) of the total of Churchill County Juvenile Probation Office's Detention Budget for each fiscal year.
      i. As long as payments are current, Lyon County is guaranteed detention beds for six juveniles at any one time so long as the juveniles meet detention criteria.
      ii. For the 6 guaranteed detention beds, Churchill County shall invoice Lyon County annually. Lyon County will make quarterly payments.
      iii. Churchill County shall provide a budgetary estimate to Lyon County by March 31 of each year and notify Lyon County of the annual assessment amount on or before June 30 of each year for the upcoming fiscal year.
   b. Churchill County may provide additional beds to Lyon County above the guaranteed number of 6 beds set forth in subsection 1(a) of this Scope of Work. Any additional beds provided to Lyon County shall be provided at Churchill County's sole discretion and shall be billed in addition to the payments for the 6 guaranteed detention beds set forth in Section 1(a) of this Scope of Work. The payment for the additional beds shall not be subject to the year-end-true-up set forth in Section 1(c) of this Scope of Work.
      i. Once the guaranteed six beds set forth in subsection 1(a) of this Scope of Work are reached, Churchill County and Lyon County will cooperate and triage with all agencies with which Churchill County has contracted to provide for the release and detainment of youth based on risk factors by the Detention Screening Instrument.
      ii. Any beds used by Lyon County over the guaranteed number of 6 beds shall be billed at an additional Three Hundred Dollars ($300.00) per bed, per day and shall be made available at Churchill County's sole discretion.
      iii. Billing for beds over the guaranteed number of 6 shall occur on a monthly basis. Churchill County shall submit monthly billing to Lyon County for services provided

for any beds used by Lyon County beyond the 6 guaranteed detention beds. The billing shall be submitted within twenty (20) days of the end of the month of service. Billing shall be submitted to Lyon County Juvenile Probation and shall be payable within 30 days of billing date.

c. At the conclusion of each fiscal year, there will be a true-up of the actual cost of providing services in accordance with this Agreement and the difference will be billed or refunded to Lyon County based on the total payments received and the total allowed cost of running Churchill County's Juvenile detention facility. The payment for the additional beds set forth in Section 1(b) of this Scope of Work shall not be subject to the year-end-true-up.

d. Lyon County will provide signed and dated copies of the following Churchill County detention forms prior to the appropriate detention of any juvenile:
    i. Churchill County Juvenile Detention Center Risk Assessment Instrument;
    ii. Churchill County Juvenile Detention Center Juvenile Arrest/Synopsis Form; and
    iii. Churchill County Juvenile Detention Center Booking Sheet.

e. All billing shall be identified and separated into the following sections:
    i. Youth's Name
    ii. Date Detained
    iii. Date Released
    iv. Total Billing Days

ATTACHMENT B: HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) CONFIDENTIALITY AGREEMENT

This CONFIDENTIALITY AGREEMENT is hereby entered into between Churchill County and Lyon County effective retroactively on July 1, 2024.

Lyon County may make available to Churchill County certain information, in conjunction with goods or services provided by Churchill County to Lyon County, that is confidential and must be treated and protected as such.

Churchill County may have access to and/or receive from Lyon County certain information that can be used or disclosed only in accordance with this Agreement.

NOW, THEREFORE, Churchill County and Lyon County agree as follows:

1. DEFINITION OF "INFORMATION". "Information" shall mean any personal information including any individually identifiable health information in any form or media provided and/or made available by Lyon County to Churchill County.
2. TERM. The term of this Agreement shall commence as of the Effective Date of the primary Interlocal Agreement and shall expire when all of the information provided by Lyon County to Churchill County is destroyed or returned, if feasible, to Lyon County pursuant to Section 6(d) of this HIPAA Confidentiality Agreement.
3. LIMITS ON USE AND DISCLOSURE ESTABLISHED BY TERMS OF AGREEMENT OR LAW. Churchill County hereby agrees it shall not use or disclose the information provided or made available by Lyon County for any purpose other than as permitted by this Agreement or required by law.
4. PERMITTED USES AND DISCLOSURES OF INFORMATION BY LYON COUNTY. Churchill County shall be permitted to use and/or disclose information provided or made available from Lyon County for the purpose(s) required in fulfilling its responsibilities under the primary Interlocal Agreement to which this confidentiality agreement is attached and incorporated.
5. USE OR DISCLOSURE OF INFORMATION FOR MANAGEMENT, ADMINISTRATION OF BUSINESS AND LEGAL RESPONSIBILITIES. Churchill County may use Information if necessary for the proper management and administration of its detention center, to carry out legal responsibilities of Churchill County, and to provide data aggregation services relating to the

health care operations of Lyon County. Churchill County may also disclose Information provided that:

a. The disclosure is required by law; or

b. Churchill County obtains reasonable assurances from the person to whom the Information is disclosed that it will be held confidentially and used or further disclosed only as required by law, or for the purposes for which it was disclosed to the person.

6. OBLIGATIONS OF CHURCHILL COUNTY.

a. Appropriate Safeguards. Churchill County will use appropriate safeguards to prevent use or disclosure of Information other than as provided for by this Agreement.

b. Reporting Improper Use of Disclosure. Churchill County will report to Lyon County any use or disclosure of Information not provided for by this Agreement of which it becomes aware.

c. Agents and Subcontractors. Churchill County 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 use of Information that apply to Churchill County and are contained in this agreement.

d. Return or Destruction of Information. Upon termination of the Agreement, Churchill County will return or destroy all information received from, or created or received by Churchill County on behalf of Lyon County. Churchill County shall not retain copies of such Information upon termination of the Agreement. If returning or destroying Information at termination of the Agreement is not feasible. Churchill County will extend the Information protections of the Agreement and limit further uses and disclosures to those purposes that make the return or destruction of Information infeasible.

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: November 21, 2024

Agenda Item Number:
14.a

Subject:
For Possible Action: Accept a FFY 2024 Homeland Security Grant Program (HSGP) award from the Nevada Office of the Military, Division of Emergency Management in the amount of $60,000 to retrofit an existing mobile command vehicle with emergency communication equipment and supplies, and to allow Emergency Manager to sign the grant award.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Accept a FFY 2024 Homeland Security Grant Program (HSGP) award from the Nevada Office of the Military, Division of Emergency Management in the amount of $60,000 to retrofit an existing mobile command vehicle with emergency communication equipment and supplies, and to allow Emergency Manager to sign the grant award.

ATTACHMENTS
- FFY 24 Lyon County HSGP Subaward

Powered by ZoomGrants™

Lyon County
Lyon County Mobile Command/Communications Vehicle Retrofit
60,000.00

Sub Grant Award

STATE OF NEVADA
OFFICE OF THE MILITARY
DIVISION OF EMERGENCY MANAGEMENT (DEM)
2478 Fairview Drive, Carson City, NV 89701
Telephone (775) 687-0300, Fax (775) 687-0322

Subrecipient Grant Award

Subrecipient: Lyon County

Program Name: Federal Fiscal Year 2024 Homeland Security Grant Program (HSGP), State Homeland Security Program (SHSP)

Federal Grant Award Number: EMW-2024-SS-05180

UEI (formally known as DEM DUNS): XVTREHCXGM77

Subrecipient Duns: UT4JJJ9N6L69

Sub Grantee Award Amount: $60,000.00

Assistance Listing Number (ALT) (formally CFDA) Project #97.067 (DEM Internal # 97067.24)

Project Title: Lyon County Mobile Command/Communications Vehicle Retrofit

Subrecipient Award Period: October 1, 2024- September 30, 2026

Federal Award Period to DEM: September 1, 2024- August 31, 2027

Federal Award Amount to DEM: $9, 074, 940

This award in the amount of $60,000.00 is subject to the requirements (federal, state, financial, and program assurances) established by the Federal Government, the Nevada Office of the Military, Division of Emergency Management (DEM). This award is subject to the availability of federal funding.

Special Conditions: (If Applicable) This project is approved subject to such conditions or limitations as set forth on the attached page(s)

MOU Required: Yes

EHP Required: No

Federal Funding Hold: No

Incorporated (1) Federal & State Assurances (2) Financial and Program Assurances (3) Federal Certifications (4) Scope and Timeline of Work (5) Line-Item Detail Budget Zoom Grants Listed Resource Documents attached to this application.

As the duly authorized representative of the Lyon County(), Josh Foli, hereby certify that the Subrecipient has the legal authority to apply for federal grant assistance and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of the project cost) to ensure proper planning, management, and completion of the described project ("Project") within the period of performance. I further acknowledge that the Subrecipient is responsible for reviewing and adhering to all of the following requirements:

Applicable Federal Laws, Regulations, and Guidelines (government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at http://www.whitehouse.gov/omb/;

- Notice of Funding Opportunity (NOFO);
- FEMA Preparedness Manual & FEMA Environmental Planning and Historical Preservation Policy Guide
- Applicable Nevada Statutes, Regulations, and Policies;
- Nevada Office of the Military, Division of Emergency Management Grant Assurances;
- Nevada Office of the Military, Division of Emergency Management, Grant Management Guide.

In addition to the above-listed requirements, Lyon County hereby agrees to comply with the following Federal and State Articles of this Agreement:

Federal Articles

Article I - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by Lyon County is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, Lyon County must request instructions from to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article II - DHS Specific Acknowledgements and Assurances

Lyon County must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Lyon County must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Lyon County must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as

required by DHS regulations and other applicable laws or program guidance.

3. Lyon County must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Article III - Acknowledgement of Federal Funding from DHS

Lyon County must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article IV - Activities Conducted Abroad

Lyon County must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article V - Age Discrimination Act of 1975

Lyon County must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article VI - Americans with Disabilities Act of 1990

Lyon County must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits Lyon County from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article VII - Best Practices for Collection and Use of Personally Identifiable Information (PII)

Lyon County is required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Lyon County may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article VIII - Civil Rights Act of 1964 - Title VI

Lyon County must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article IX - Civil Rights Act of 1968

Lyon County must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits Subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 *et seq*.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units- i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D).

Article X - Copyright

Lyon County must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgment of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XI - Debarment and Suspension
Lyon County is subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XII - Drug-Free Workplace Regulations
Lyon County must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XIII - Duplicative Costs
Lyon County is prohibited from charging any cost to this federal award that will be included as a cost used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, Lyon County may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XIV - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX
Lyon County must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XV – E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Lyon County must comply with the requirements of section 12(c) of E.O. 14074. Lyon County is also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

Article XVI - Energy Policy and Conservation Act
Lyon County must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XVII - False Claims Act and Program Fraud Civil Remedies
Lyon County must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made).

Article XVIII - Federal Leadership on Reducing Text Messaging while Driving
Lyon County is encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article XIX - Fly America Act of 1974
Lyon County must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XX - Hotel and Motel Fire Safety Act of 1990
In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a, Lyon County must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, codified as amended at 15 U.S.C. section 2225.

Article XXI –John S. McCain National Defense Authorization Act of Fiscal Year 2019 Lyon County is subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXII - Limited English Proficiency (Civil Rights Act of 1964, Title VI)
Lyon County must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Article XXIII - Lobbying Prohibitions
Lyon County must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXIV - National Environmental Policy Act
Lyon County must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXV - Nondiscrimination in Matters Pertaining to Faith-Based Organizations
It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Lyon County must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participation of faith-based organizations in individual DHS programs.

Article XXVI - Non-Supplanting Requirement
Lyon County must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXVII - Notice of Funding Opportunity Requirements
All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. Lyon County must comply with any such requirements set forth in the program NOFO.

Article XXVIII - Patents and Intellectual Property Rights

Lyon County is subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq. Lyon County is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXIX - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXX - Rehabilitation Act of 1973

Lyon County must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXI – Required Use of American Iron, Steel, Manufactured Products, and Construction

Lyon County will comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Subrecipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Certain FEMA waivers exist for the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. For additional information, please refer to the information found in the following link:

https://www.fema.gov/grants/policy-guidance/buy-america#:~:text=FEMA%20Waivers&text=Waives%20the%20BABAA%20requirements%20for,BABAA%2C%20not%20to%20exceed%20%241%2C000%2C000.&text=Waives%20up%20to%20five%20percent,produced%20iron%20or%20steel%20product.

Article XXXII - SAFECOM

Lyon County must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXIII - Terrorist Financing
Lyon County must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XXXIV - Trafficking Victims Protection Act of 2000
Lyon County must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. Section 7104. The award term is located at 2 C.F.R. Section 175.15, the full text of which is incorporated here by reference.

Article XXXV - Universal Identifier and System for Award Management
Lyon County is required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XXXVI - USA Patriot Act of 2001
Lyon County must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XXXVII - Use of DHS Seal, Logo, and Flags Lyon County must obtain permission from their DHS Financial Assistance Office prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XXXVIII - Whistleblower Protection Act
Lyon County must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XXXIV - Environmental Planning and Historic Preservation
DHS/FEMA funded activities that may require an EHP review are subject to FEMAs Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local laws/requirements. Acceptance of federal funding requires the ${Legal Name to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and Executive Orders.

Failure to provide requisite information could result in delays in the release of grant funds. If ground-disturbing activities occur during construction, the subgrantee will monitor ground disturbance, and if any potential archeological resources are discovered, the subgrantee will immediately cease work in that area and notify DEM.

State Articles

Article I - Written Authorization
Lyon County shall obtain a written authorization from its governing body in support of the Project, which specifies that the Subrecipient agrees:

1. To designate the authorized representative with the authority to bind the governing body;
   b. To provide all matching funds required for the Project;
   c. That any liability arising out of the performance of the Project and assurances will be the

responsibility of the Lyon County; and
d. Grant funds shall not be used to supplant expenditures controlled by the Lyon Countyor its governing body.

Article III - Access to records
Lyon County will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

Article IV - Period of Performance
The period of performance for each grant award will be determined by DEM based upon the deadlines imposed on DEM by the terms of the federal grant. All work on the Project must be completed within the period of performance specified in the grant. DEM will periodically review the expenditures of the grant to ensure sufficient progress is made on the Project. If DEM determines that the Project will not be completed within the period of performance, DEM may terminate the grant and re-obligate the funding to other projects.

Article V - Funding Restrictions
Federal funds made available through an award may be used only for the purpose outlined in the award and must be consistent with the statutory authority for the award. Award funds may not be used for matching funds for any other Federal award, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal Government or any other government entity.

Article VI - Conflicts of Interest
Lyon County will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

Article VII - Construction Projects
For construction projects, the Lyon County will:

1. Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
   b. Comply with the requirements of the awarding agency with regard to the drafting, review, and approval of construction plans and specifications; and
   c. Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

Article VIII - Worker Compensation

Lyon County will comply with provisions that require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Project, as per the worker's compensation laws set forth in NRS 616A, NRS 616B, NRS 616C, NRS 616D, and NRS 617.

Article IX - Nevada Public Records Act and the Freedom of Information Act
Lyon County acknowledges that all information submitted in the course of applying for funding under this program or provided in the course of an entity’s grant management activities that are under Federal control

is subject to the Freedom of Information Act (FOIA) contained in 5 U.S.C. § 552, and the Nevada Public Records Law, contained in Chapter 239 of the Nevada Revised Statutes.

Article X – Subrecipient Monitoring
Lyon County agrees to participate in DEM's monitoring visits and to follow up and take corrective action on all identified non-conformances and observations with action, which includes, but is not limited to, the submission and implementation of a corrective action plan to the DEM.

Article XI – Assignment and Delegation
Lyon County shall neither assign, transfer, nor delegate any rights, obligations, or duties under the Notice of Grant Award without prior approval of the DEM.

Article XII – Indemnification and Defense
To the fullest extent permitted by law, the Lyon County shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Lyon Countyunder this Agreement, or any alleged negligent or willful acts or omissions of the Lyon County, its officers, employees, and agents. Lyon County obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Lyon County waives any rights of subrogation against the State. Lyon County duty to defend begins when the State requests defense of any claim arising from this Agreement.

Article XIII – Termination
The DEM retains the right to terminate a sub-grant, for cause, at any time before completion of the grant period when it has determined that the Lyon County has failed to comply with the conditions of these assurances.

1. The DEM reserves the right to terminate the grant in whole or in part due to the failure of the Lyon County to comply with any term or condition of the signed and agreed upon assurances, failure to implement audit/monitoring recommendations within the prescribed period of time, failure to communicate with or respond to any State Administrative Agency (SAA) request or communication, to acquire and maintain all required insurance policies, bonds, licenses, permits, and certifications or to make satisfactory progress in performing the program, financial and administrative requirements of the grant.
   b. The DEM staff shall provide written notice of the termination and the reasons for such actions to the Subrecipient.
   c. The DEM may, upon the termination of the award, procure, on terms and in the manner that it deems appropriate, materials or services to replace those described in the project description of the grant award. Lyon County shall be liable to the DEM for any excess costs incurred by the DEM in procuring equivalent materials or services in substitution for materials or services described in the project description of the grant award.

As the duly authorized representative I, Josh Foli, hereby certifies that the Lyon County will comply with the above grant award, assurances, and certifications.

MOU Applicable: ${Internal Answer }

If this award is for the State Homeland Security Program (SHSP) and the Memorandum of Understanding (MOU) is required, Lyon County is agreeing to the following terms of the MOU:

MEMORANDUM OF UNDERSTANDING

Between

Lyon County

And

The State of Nevada, Office of the Military, Nevada Division of Emergency Management and Homeland Security, also known as the Nevada State Administrative Agent For Utilizing the Homeland Security Grant Funds

This MOU is entered into by the State of Nevada, Office of the Military, Nevada Division of Emergency Management and Homeland Security, also known as the Nevada State Administrative Agent and DEM, and Lyon County (hereinafter referred to as “Party” or “Parties”) who agree to all provisions of this MOU. Each party further agrees that it assumes all of the duties and responsibilities assigned to that party under this MOU, and that so long as this MOU remains in effect, the party will fully perform all duties and responsibilities contained within this MOU.

DEFINITIONS

Chief means Chief of the Nevada Office of the Military, Division of Emergency Management.

DEM means Nevada Office of the Military, Division of Emergency Management.

DHS means the federal Department of Homeland Security.

Eligible Party/Parties means state and local governments, tribal nations, and non-profit organizations.

FEMA means Federal Emergency Management Agency.

Finance Committee means the Nevada Commission on Homeland Security, Finance Committee.

HSGP means Homeland Security Grant Program.

NCHS means Nevada Commission on Homeland Security.

NOFO means Notice of Funding Opportunity.

NRAC means Nevada Resilience Advisory Committee.

SAA means State Administrative Agency/Agent.

SHSP means State Homeland Security Program.

AUTHORITY

This MOU is authorized under the State of Nevada Chapter 239C, NRS 414, Titles 2 and 44 of the Code of Federal Regulations, and the NOFO.

PURPOSE

This MOU sets forth responsibilities with respect to the pass-through grant funds of the HSGP. In order to be compliant with FEMA and DHS, the Parties must agree to the grant pass-through requirements set forth in each year's grant guidance and agree to the recommendations of the NRAC, Finance Committee, NCHS, and the SAA.

The NOFO provides that each State may retain more than 20% of the SHSP funding with the written consent of the local unit of government for expenditures made by the State on behalf of the local unit of government.

Consent to this MOU is a condition of receiving HSGP funding.

Incorporated herein contains DHS' Core Capabilities which are a requirement for the purposes of HSGP grant funding. All projects must align with the core capabilities and the target capabilities and must have the necessary relationship deemed compliant by the SAA and/or DHS/FEMA and incorporated herein contains the ranked list of recommended projects for funding, as approved by the Nevada Commission on Homeland Security.

TIME SENSITIVE FUNDING

Federal law mandates that unspent federal funds be returned to the federal government at the end of the grant performance period. In the event that unspent funds exist and there is insufficient time in the grant performance period to reconvene the NCHS and Finance Committee, the SAA in its sole discretion, may reobligate grant funding within the scope of the approved Investment Justification. In the event that the SAA reobligates time-sensitive funding, the reobligation of funds will be placed as an informational item on the agenda of the next regularly scheduled meeting of the NCHS.

RESPONSIBILITIES

1. The State of Nevada, through DEM, is responsible for the following:
2. The management and administration of the HSGP grant program;
3. The final allocation and grant awards of the HSGP grant program;

4. Reobligation of deobligated funding through the NCHS approved reobligation guidelines;
5. The reimbursements of the HSGP grant program;
6. The federal reporting of the HSGP grant program;
7. Technical Assistance of the HSGP grant program; and
8. Provide facilitation of and administrative support to the NCHS, Finance Committee, and the NRAC.

Lyon County as an eligible party, agrees to the following:

1. The pass-through requirement set forth in each year's grant guidance and/or NOFO and agrees to the recommendation of the NRAC, Finance Committee, the NCHS, and the SAA's recommendations on grant funding allocation, which may permit the State of Nevada to retain more than the allotted 20%;
2. That any and all items purchased for HSGP grant funds become an asset of the HSGP grant program and each jurisdiction may be required to share grant-funded assets with other city, state, local, tribal, nonprofit, and private sector organizations which include deploying assets to states other than Nevada;
3. Compliance with the Federal and State Assurances;
4. Compliance with each year's grant guidance and/or NOFO;
5. Compliance with DEM's Procurement Policy;
6. Compliance with DEM's reobligation guidelines;
7. Compliance with DEM's Grant Management Guide and all revisions;
8. Compliance with Grants Service Administration ()**.**
9. Compliance with all applicable Federal Code of Regulations; and
10. Compliance with all applicable Nevada Revised Statutes.

EFFECTIVE DATE

The terms of this MOU will become effective on the date of the final signature by the Eligible Parties to this MOU. The HSGP grant years will include the Federal Fiscal Year 2024 SHSP Funds.

MODIFICATION AND AMENDMENT

1. Any provision of this MOU later found to be in conflict with state law or regulation or invalidated by a court of competent jurisdiction, shall be considered inoperable and/or superseded by that law or regulation. Any provision found inoperable is severable from this MOU, and the remainder of the MOU shall remain in full force.
2. This MOU may be modified or amended only with the prior written agreement of the Parties.
3. This MOU is the full and complete agreement between the undersigned Parties and supersedes any prior MOU for this same purpose between the Parties, written or oral.
4. This MOU may be executed in several counterparts, each of which is shall be deemed to be original, but all of which, taken together, shall constitute one and the same MOU.

Nevada Commission on Homeland Security Priority List (attached)

FFY 2024 Homeland Security Grant Program Spreadsheet (attached)

IN WITNESS WHEREOF, the Lyon County, (subreciepent of SHSP funds) agrees hereto and have approved this MOU and by accepting this agreement the Lyon County **is agreeing to the terms of the MOU.**

Signatures

Authorized Official Accepting Grant Award, Federal & State Assurances, Certifications & MOU if Applicable

Lyon County	**Nevada Office of the Military, Division of Emergency Management**

Not signed yet.

Brett Compston
11/8/2024 10:03:34 AM
b.compston@dem.nv.gov
167.154.44.232

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Lyon County Board of County Commissioners Agenda Summary

Meeting Date: November 21, 2024

Agenda Item Number:
15.a

Subject:
For Possible Action: Appoint up to 2 members to the Walker River Weed Control Board with one term expiring December 31, 2025, and another term expiring December 31, 2026.

Summary:
This is a 3 person board and has one member appointed along with Bud Stinson as the Administrator.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- Scott Huntley, Application

Lyon County
Application to Serve on an Advisory Board

Please note that all information contained in this application is considered public record and available for public review.

Check the Board or Commission for which you are applying:

- [ ] 911 Surcharge Committee
- [ ] Advisory Board to Manage Wildlife
- [ ] Animal Control Advisory Board
- [ ] Central Lyon Park & Recreation Board
- [ ] Central Lyon Vector Control Board
- [ ] Dayton Regional Advisory Board
- [ ] Dayton Valley Events Center Board
- [x] Debt Management Commission
- [ ] Library Board of Trustees
- [ ] Lyon County Fair Board
- [ ] Mason Valley Advisory Board
- [ ] Mason Valley Mosquito Abatement
- [ ] Mound House Advisory Board
- [ ] Planning Commission
- [x] Regional Transportation Board
- [x] Room Tax Board
- [ ] Silver City Cemetery Board
- [ ] Silver City Advisory Board
- [ ] Silver Springs Advisory Board
- [ ] Smith Valley Advisory Board
- [ ] Smith Valley Park & Recreation Board
- [ ] Stagecoach Advisory Board
- [x] Walker River Weed Control Board

Contact Information:

Name: Scott Huntley

Address: 40 Friedhoff Lane Yerington 89447

Phone: 775-750-2456 Email: Chiefhuntley@gmail.com

How long have you been a resident of Lyon County? 33 years

How many board or commission meetings have you attended in the last year? 1

List boards or commissions you presently serve on or have served on in the past including dates of service:

Lyon County Human Services Advisory Board April 24-present

South Lyon Medical Hospital Operating Board 2021-present

South Lyon Hospital District Board 2008-2015

Nevada State Fire Training and Standards 1998-2004

Education and/or training relevant to the position you are applying for:

For 33 years I have served Lyon County and the State of Nevada in many roles. In the Fire Service I retired as a District Chief with over 28 years. I have been on many Boards for government and associations. I've been a contract employee for Washoe County for five years serving as the Interim Building Official recently.

Explain briefly why you would like to be appointed to this board or commission:

I believe I have a history of knowledge and experience in many roles to contribute. I enjoy helping for the greater good. I care about Lyon County and what to help it grow stronger. It would be a honor to serve.

I certify that, to the best of my knowledge, the information I provided in this application is true. If the information provided is false or incomplete, it shall be sufficient cause for disqualification or removal, if appointed. I acknowledge that, if appointed, I am required to: timely attend all mandatory training (including training that is a condition to being sworn in); comply with applicable record keeping requirements; and otherwise adhere to the handbook, policies, and laws by which I am bound. I am aware that failure to do so is grounds for removal from the advisory board.

Signature: _____ Date: 9/16/24

Notice:
At the meeting to consider your application for appointment, the Board or Commission, may consider your character, alleged misconduct, professional competence, or physical or mental health. This notice is provided pursuant to NRS 241.031 and 241.033. The topics of discussion will relate to your ability to serve in the position for which you have applied. If the Advisory Board of County Commission desires to close the meeting, they must allow you to: (a) attend the closed meeting or that portion of the closed meeting during which the character, alleged misconduct, professional competence, or physical or mental health of the person is considered; (b) have an attorney or other representative of the person's choosing present with the person during the closed meeting; and (c) present written evidence, provide testimony and present witnesses relating to the character, alleged misconduct, professional competence, or physical or mental health of the person to the public body during the closed meeting. You will not receive any additional notice, and by signing this application you hereby agree to waive any right to future notice pursuant to NRS Chapter 241.

Signature: _____ Date: 9/16/24

Please return the application to:

Lyon County Manager's Office
ATTN: Erin Lopez
27 South Main Street
Yerington, Nevada 89447
Office: (775)463-6531; Fax: (775)463-6500

Via email: elopez@lyon-county.org

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: November 21, 2024

Agenda Item Number:
15.b

Subject:
For Possible Action: Appoint up to 4 members to the Advisory Board to Manage Wildlife with 1 term expiring December 31, 2025, and 3 terms expiring December 31, 2027.

Summary:
This board has a three-year term and the members with expiring terms are: Joseph Crawford, Mike Osterman and Walter Mandeville
(There is one position not filled prior to the terms expiring)

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- Sherry Sioux Flynn, Application
- Gavin Henderson, Application
- Darrel Skubinna, Application
- Michael Osterman, Application
- Joseph Crawford, Application

Lyon County
Application to Serve on an Advisory Board

Please note that all information contained in this application is considered public record and available for public review.

Check the Board or Commission for which you are applying:

- [ ] 911 Surcharge Committee
- [x] Advisory Board to Manage Wildlife
- [x] Animal Control Advisory Board
- [ ] Central Lyon Park & Recreation Board
- [ ] Central Lyon Vector Control Board
- [ ] Dayton Regional Advisory Board
- [ ] Dayton Valley Events Center Board
- [ ] Debt Management Commission
- [ ] Library Board of Trustees
- [ ] Lyon County Fair Board
- [ ] Mason Valley Advisory Board
- [ ] Mason Valley Mosquito Abatement
- [ ] Mound House Advisory Board
- [ ] Planning Commission
- [ ] Regional Transportation Board
- [ ] Room Tax Board
- [ ] Silver City Cemetery Board
- [ ] Silver City Advisory Board
- [ ] Silver Springs Advisory Board
- [ ] Smith Valley Advisory Board
- [ ] Smith Valley Park & Recreation Board
- [ ] Stagecoach Advisory Board
- [ ] Walker River Weed Control Board

Contact Information:

Name: Sherry Sioux Flynn

Address: PO Box 141 Silver Springs, NV 89429

Phone: 775-247-1818 Email: inerseptor@gmail.com

How long have you been a resident of Lyon County? 30 years

How many board or commission meetings have you attended in the last year? 9

List boards or commissions you presently serve on or have served on in the past including dates of service:

from 2009 to present, Sept. 2024 Silver Springs/Stagecoach Hospital District Chairman

Education and/or training relevant to the position you are applying for:

Secretary of the Silver Springs GID 2000,2001

High School Diploma

Community College includes Bookkeeping, Tax preparation, Cosmetology and Notary Public

My service on the Silver Springs/Stagecoach Hospital Board for approximately 14 years appointed and elected with attendance being only (1) one meeting absent of perfect attendance.

Explain briefly why you would like to be appointed to this board or commission:

I enjoy being of service in my community and would like to continue. I have been V,President of Chamber of Commerce,
Secretary of the Lions in Silver Springs and a member of the Lions in Dayton. Volunteer for the Silver Springs Airport, including Fly-in's. Volunteer for our local Food Bank as secretary, Notary, EMT etc. and as mentioned previously my years of service to the SSSHD Board. Please allow me to continue serving my community.

I certify that, to the best of my knowledge, the information I provided in this application is true. If the information provided is false or incomplete, it shall be sufficient cause for disqualification or removal, if appointed. I acknowledge that, if appointed, I am required to: timely attend all mandatory training (including training that is a condition to being sworn in); comply with applicable record keeping requirements; and otherwise adhere to the handbook, policies, and laws by which I am bound. I am aware that failure to do so is grounds for removal from the advisory board.

Signature: Sherry Flynn Date: Sept, 20 2024

Notice:
At the meeting to consider your application for appointment, the Board or Commission, may consider your character, alleged misconduct, professional competence, or physical or mental health. This notice is provided pursuant to NRS 241.031 and 241.033. The topics of discussion will relate to your ability to serve in the position for which you have applied. If the Advisory Board of County Commission desires to close the meeting, they must allow you to: (a) attend the closed meeting or that portion of the closed meeting during which the character, alleged misconduct, professional competence, or physical or mental health of the person is considered; (b) have an attorney or other representative of the person's choosing present with the person during the closed meeting; and (c) present written evidence, provide testimony and present witnesses relating to the character, alleged misconduct, professional competence, or physical or mental health of the person to the public body during the closed meeting. You will not receive any additional notice, and by signing this application you hereby agree to waive any right to future notice pursuant to NRS Chapter 241.

Signature: Sherry Flynn Date: Sept. 20, 2024

Please return the application to:

Lyon County Manager's Office
ATTN: Erin Lopez
27 South Main Street
Yerington, Nevada 89447
Office: (775)463-6531; Fax: (775)463-6500

Via email: elopez@lyon-county.org

Lyon County
Application to Serve on an Advisory Board

Please note that all information contained in this application is considered public record and available for public review.

Check the Board or Commission for which you are applying:

- ☐ 911 Surcharge Committee
- ■ Advisory Board to Manage Wildlife
- ☐ Animal Control Advisory Board
- ☐ Central Lyon Park & Recreation Board
- ☐ Central Lyon Vector Control Board
- ☐ Dayton Regional Advisory Board
- ☐ Dayton Valley Events Center Board
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- ☐ Regional Transportation Board
- ☐ Room Tax Board
- ☐ Silver City Cemetery Board
- ☐ Silver City Advisory Board
- ☐ Silver Springs Advisory Board
- ☐ Smith Valley Advisory Board
- ☐ Smith Valley Park & Recreation Board
- ☐ Stagecoach Advisory Board
- ☐ Walker River Weed Control Board

Contact Information:

Name: Gavin Henderson

Address: 713 Pearl Street, Yerington, NV, 89447

Phone: 775-741-1603 Email: g.hendo1388@gmail.com

How long have you been a resident of Lyon County? 27 years

How many board or commission meetings have you attended in the last year? 10

List boards or commissions you presently serve on or have served on in the past including dates of service:
N/A

Education and/or training relevant to the position you are applying for:
- Bachelor's of Science in Civil Engineering - University of Nevada, Reno
- Hunter's Education
- CCW

Explain briefly why you would like to be appointed to this board or commission:
I would like to be appointed to the Wildlife Advisory Board on behalf of Lyon County because, as a lifelong Lyon County resident and an avid sportsman, I have a deep understanding and appreaciation for the local wildlife and outdoor opportunities. Growing up here, I have benfited from the natural resources our public lands offer, and I want to ensure current resdients and the children of the future have equal, if not greater, access to those opportunities.

My goal is to contribute to the responsible managment of wildlife, ensuring that current and future outdoor enthusiasts can experience the the wildlife and create the connections that I have. By serving on this board, I hope to play a role in securing long-term preservation and enhancement of these resources for the benefit of all.

I certify that, to the best of my knowledge, the information I provided in this application is true. If the information provided is false or incomplete, it shall be sufficient cause for disqualification or removal, if appointed. I acknowledge that, if appointed, I am required to: timely attend all mandatory training (including training that is a condition to being sworn in); comply with applicable record keeping requirements; and otherwise adhere to the handbook, policies, and laws by which I am bound. I am aware that failure to do so is grounds for removal from the advisory board.

Signature: _____ Date: 09/27/2024

Notice:
At the meeting to consider your application for appointment, the Board or Commission, may consider your character, alleged misconduct, professional competence, or physical or mental health. This notice is provided pursuant to NRS 241.031 and 241.033. The topics of discussion will relate to your ability to serve in the position for which you have applied. If the Advisory Board of County Commission desires to close the meeting, they must allow you to: (a) attend the closed meeting or that portion of the closed meeting during which the character, alleged misconduct, professional competence, or physical or mental health of the person is considered; (b) have an attorney or other representative of the person's choosing present with the person during the closed meeting; and (c) present written evidence, provide testimony and present witnesses relating to the character, alleged misconduct, professional competence, or physical or mental health of the person to the public body during the closed meeting. You will not receive any additional notice, and by signing this application you hereby agree to waive any right to future notice pursuant to NRS Chapter 241.

Signature: _____ Date: 09/27/2024

Please return the application to:

Lyon County Manager's Office
ATTN: Erin Lopez
27 South Main Street
Yerington, Nevada 89447
Office: (775)463-6531; Fax: (775)463-6500

Via email: elopez@lyon-county.org

Lyon County
Application to Serve on an Advisory Board

Please note that all information contained in this application is considered public record and available for public review.

Check the Board or Commission for which you are applying:

- ☐ 911 Surcharge Committee
- ☑ Advisory Board to Manage Wildlife
- ☐ Animal Control Advisory Board
- ☐ Central Lyon Park & Recreation Board
- ☐ Central Lyon Vector Control Board
- ☐ Dayton Regional Advisory Board
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- ☐ Silver City Advisory Board
- ☐ Silver Springs Advisory Board
- ☐ Smith Valley Advisory Board
- ☐ Smith Valley Park & Recreation Board
- ☐ Stagecoach Advisory Board
- ☐ Walker River Weed Control Board

Contact Information:

Name: Darrel Skubinna

Address: 1479 Grey Bluffs Dr Fernley, NV 89408

Phone: (910)750-6609 Email: skubinna@gmail.com

How long have you been a resident of Lyon County? 10 Years

How many board or commission meetings have you attended in the last year? 1 (only recently learned of the existence of the county board)

List boards or commissions you presently serve on or have served on in the past including dates of service:

I have not previously served on any county boards.

Education and/or training relevant to the position you are applying for:

Although I do not have any formal training, I am a lifelong outdoorsman that is active in the wildlife conservation sector. I am an active participant with the Coalition for Nevada's Wildlife and the Nevada State Trappers Association.

Explain briefly why you would like to be appointed to this board or commission:

In the past year I have become acutely aware of just how critical the participation of individual citizens is to the preservation of not only the wildlife in Nevada, but to the culture of the Western outdoorsman. Because of this awareness, I am seeking any opportunity that I can to ensure that this continues for myslef and my children.

I certify that, to the best of my knowledge, the information I provided in this application is true. If the information provided is false or incomplete, it shall be sufficient cause for disqualification or removal, if appointed. I acknowledge that, if appointed, I am required to: timely attend all mandatory training (including training that is a condition to being sworn in); comply with applicable record keeping requirements; and otherwise adhere to the handbook, policies, and laws by which I am bound. I am aware that failure to do so is grounds for removal from the advisory board.

Signature: _____ Date: 26 September, 2024

Notice:
At the meeting to consider your application for appointment, the Board or Commission, may consider your character, alleged misconduct, professional competence, or physical or mental health. This notice is provided pursuant to NRS 241.031 and 241.033. The topics of discussion will relate to your ability to serve in the position for which you have applied. If the Advisory Board of County Commission desires to close the meeting, they must allow you to: (a) attend the closed meeting or that portion of the closed meeting during which the character, alleged misconduct, professional competence, or physical or mental health of the person is considered; (b) have an attorney or other representative of the person's choosing present with the person during the closed meeting; and (c) present written evidence, provide testimony and present witnesses relating to the character, alleged misconduct, professional competence, or physical or mental health of the person to the public body during the closed meeting. You will not receive any additional notice, and by signing this application you hereby agree to waive any right to future notice pursuant to NRS Chapter 241.

Signature: _____ Date: 26 September, 2024

Please return the application to:

Lyon County Manager's Office
ATTN: Erin Lopez
27 South Main Street
Yerington, Nevada 89447
Office: (775)463-6531; Fax: (775)463-6500

Via email: elopez@lyon-county.org

Coalition for Nevada's Wildlife

P. O. Box 70143

Reno, Nevada 89570

Lyon County Commission:

The Coalition for Nevada's Wildlife (Coalition) hereby expresses our support for the appointment of Mr. Darrel Skubinna to the Lyon County Citizens Advisory Board to Manage Wildlife (CAB). The Coalition's mission is to " Protect and Enhance the State's Wildlife Resources While Perpetuating Our Sporting Traditions". We represent big game, waterfowl, fishing, upland game, sporting dog, trapping, and predator hunting interests.

Mr. Skubinna has attended numerous of our in-person and electronic board meeting where a wide variety of issues impacting wildlife and sportsmen are discussed including wildlife management, impacts from energy and mining projects, wild horse overpopulation, wildfire suppression and revegetation, invasive weeds, drought, wilderness restrictions, and a wide variety of related topics.

His considerable tenure in Nevada as well as passion and knowledge of the outdoors makes Mr. Skubinna an excellent candidate for the Lyon County CAB. We highly recommend his appointment. Thank you for your consideration:

Larry J Johnson, President-Coalition for Nevada's Wildlife

NEVADA SPORTSMEN AND CONSERVATIONISTS WORKING FOR THE ENHANCEMENT OF WILDLIFE AND HABITAT

Nevada Trappers Association

4170 ST. CLAIR ROAD,
FALLON, NV 89406

September 26, 2024

To Whom it may concern:

On behalf of the Nevada Trappers Association, I would like to recommend Darrel Skubbina to serve on the Lyon County Advisory Board for Wildlife. Darrel has been a life-time sportsmen and has distinguished himself as an outstanding citizen of our country, having served in the United States Marine Corps. He is also a life-time hunter, fisherman and is an active participant in the Nevada Trappers Association. He has also demonstrated an unparalleled commitment to Nevada's wildlife by serving as an active member of the Nevada Wildlife Coalition. Darrel's commitment to Nevada's wildlife is an outgrowth of his desire that future generations see and experience what he has been fortunate to experience. In our Association, we can always count on Darrel to pitch in, lend a hand, and contribute. I am confident that he will bring that same attitude and desire to his service on the Lyon County Advisory Board for Wildlife.

If you have any questions, or if I can provide you any additional information regarding Darrel's qualifications, please do not hesitate to contact me. Thank you.

Neil Cheeney, President
(775)962-3361

PROMOTING SOUND FURBEARER MANAGEMENT

Lyon County
Application to Serve on an Advisory Board

Please note that all information contained in this application is considered public record and available for public review.

Check the Board or Commission for which you are applying:

- ☐ 911 Surcharge Committee
- ☒ Advisory Board to Manage Wildlife
- ☐ Animal Control Advisory Board
- ☐ Central Lyon Park & Recreation Board
- ☐ Central Lyon Vector Control Board
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- ☐ Silver City Advisory Board
- ☐ Silver Springs Advisory Board
- ☐ Smith Valley Advisory Board
- ☐ Smith Valley Park & Recreation Board
- ☐ Stagecoach Advisory Board
- ☐ Walker River Weed Control Board

Contact Information:

Name: Michael Osterman

Address: 905 Sagewood Dr Fernley, NV 89408

Phone: 775-741-8745 Email: huntnfool@sbcglobal.net

How long have you been a resident of Lyon County? 29 years

How many board or commission meetings have you attended in the last year? 9

List boards or commissions you presently serve on or have served on in the past including dates of service:

Currently serve on the Advisory Board to Manage Wildlife.

Education and/or training relevant to the position you are applying for:
Currently a member of the Advisory Board to managa Wildlife.

Explain briefly why you would like to be appointed to this board or commission:
Currently on the Board and requesting to be appointed for another term.

I certify that, to the best of my knowledge, the information I provided in this application is true. If the information provided is false or incomplete, it shall be sufficient cause for disqualification or removal, if appointed. I acknowledge that, if appointed, I am required to: timely attend all mandatory training (including training that is a condition to being sworn in); comply with applicable record keeping requirements; and otherwise adhere to the handbook, policies, and laws by which I am bound. I am aware that failure to do so is grounds for removal from the advisory board.

Signature: _____ Date: 10/17/2024

Notice:
At the meeting to consider your application for appointment, the Board or Commission, may consider your character, alleged misconduct, professional competence, or physical or mental health. This notice is provided pursuant to NRS 241.031 and 241.033. The topics of discussion will relate to your ability to serve in the position for which you have applied. If the Advisory Board of County Commission desires to close the meeting, they must allow you to: (a) attend the closed meeting or that portion of the closed meeting during which the character, alleged misconduct, professional competence, or physical or mental health of the person is considered; (b) have an attorney or other representative of the person's choosing present with the person during the closed meeting; and (c) present written evidence, provide testimony and present witnesses relating to the character, alleged misconduct, professional competence, or physical or mental health of the person to the public body during the closed meeting. You will not receive any additional notice, and by signing this application you hereby agree to waive any right to future notice pursuant to NRS Chapter 241.

Signature: _____ Date: 10/17/2024

Please return the application to:

Lyon County Manager's Office
ATTN: Erin Lopez
27 South Main Street
Yerington, Nevada 89447
Office: (775)463-6531; Fax: (775)463-6500

Via email: elopez@lyon-county.org

Lyon County
Application to Serve on an Advisory Board

Please note that all information contained in this application is considered public record and available for public review.

Check the Board or Commission for which you are applying:

- ☐ 911 Surcharge Committee
- ☑ Advisory Board to Manage Wildlife
- ☐ Animal Control Advisory Board
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- ☐ Smith Valley Advisory Board
- ☐ Smith Valley Park & Recreation Board
- ☐ Stagecoach Advisory Board
- ☐ Walker River Weed Control Board

Contact Information:

Name: Joseph W Crawford

Address: 145 Creekside Drive Dayton NV 89403

Phone: 775 720 6086 Email: jwcrawford2132@gmail.com

How long have you been a resident of Lyon County? 15 years

How many board or commission meetings have you attended in the last year? 9

List boards or commissions you presently serve on or have served on in the past including dates of service:

Lyon County Advisory Board to Manage Wildlife

Education and/or training relevant to the position you are applying for:

Associates of Science Accounting Western Nevada College

Explain briefly why you would like to be appointed to this board or commission:

I want to ensure Wildlife management is science based. I also want it to be equitable and available to all Lyon County residents.

I certify that, to the best of my knowledge, the information I provided in this application is true. If the information provided is false or incomplete, it shall be sufficient cause for disqualification or removal, if appointed. I acknowledge that, if appointed, I am required to: timely attend all mandatory training (including training that is a condition to being sworn in); comply with applicable record keeping requirements; and otherwise adhere to the handbook, policies, and laws by which I am bound. I am aware that failure to do so is grounds for removal from the advisory board.

Signature: _____ Date: 11-4-24

Notice:
At the meeting to consider your application for appointment, the Board or Commission, may consider your character, alleged misconduct, professional competence, or physical or mental health. This notice is provided pursuant to NRS 241.031 and 241.033. The topics of discussion will relate to your ability to serve in the position for which you have applied. If the Advisory Board of County Commission desires to close the meeting, they must allow you to: (a) attend the closed meeting or that portion of the closed meeting during which the character, alleged misconduct, professional competence, or physical or mental health of the person is considered; (b) have an attorney or other representative of the person's choosing present with the person during the closed meeting; and (c) present written evidence, provide testimony and present witnesses relating to the character, alleged misconduct, professional competence, or physical or mental health of the person to the public body during the closed meeting. You will not receive any additional notice, and by signing this application you hereby agree to waive any right to future notice pursuant to NRS Chapter 241.

Signature: _____ Date: 11-4-24

Please return the application to:

Lyon County Manager's Office
ATTN: Erin Lopez
27 South Main Street
Yerington, Nevada 89447
Office: (775)463-6531; Fax: (775)463-6500

Via email: elopez@lyon-county.org

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: November 21, 2024

Agenda Item Number:
15.c

Subject:
For Possible Action: Appoint up to 3 members to the Animal Control Advisory Board with 2 terms expiring December 31, 2025, and 1 term expiring December 31, 2026.

Summary:
This is a two-year term board and the members with expiring terms are: Amber Nelson, Vanessa Stuart and Lanona Higley
Since the Bylaws were updated this past year we are correcting the terms to match those. Two terms will be ending in an odd year and three terms ending in an even year.
Ryan Hanan and Lee Jackson's terms expire on December 31, 2026.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- Sherry Sioux Flynn, Application
- Amber Nelson, Application
- Vanessa Stuart, Application
- Ashley Toney, Application

Lyon County
Application to Serve on an Advisory Board

Please note that all information contained in this application is considered public record and available for public review.

Check the Board or Commission for which you are applying:

- [ ] 911 Surcharge Committee
- [x] Advisory Board to Manage Wildlife
- [x] Animal Control Advisory Board
- [ ] Central Lyon Park & Recreation Board
- [ ] Central Lyon Vector Control Board
- [ ] Dayton Regional Advisory Board
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- [ ] Planning Commission
- [ ] Regional Transportation Board
- [ ] Room Tax Board
- [ ] Silver City Cemetery Board
- [ ] Silver City Advisory Board
- [ ] Silver Springs Advisory Board
- [ ] Smith Valley Advisory Board
- [ ] Smith Valley Park & Recreation Board
- [ ] Stagecoach Advisory Board
- [ ] Walker River Weed Control Board

Contact Information:

Name: Sherry Sioux Flynn

Address: PO Box 141 Silver Springs, NV 89429

Phone: 775-247-1818 Email: inerseptor@gmail.com

How long have you been a resident of Lyon County? 30 years

How many board or commission meetings have you attended in the last year? 9

List boards or commissions you presently serve on or have served on in the past including dates of service:

from 2009 to present, Sept. 2024 Silver Springs/Stagecoach Hospital District Chairman

Education and/or training relevant to the position you are applying for:

Secretary of the Silver Springs GID 2000,2001

High School Diploma

Community College includes Bookkeeping, Tax preparation, Cosmetology and Notary Public

My service on the Silver Springs/Stagecoach Hospital Board for approximately 14 years appointed and elected with attendance being only (1) one meeting absent of perfect attendance.

Explain briefly why you would like to be appointed to this board or commission:

I enjoy being of service in my community and would like to continue. I have been V,President of Chamber of Commerce,
Secretary of the Lions in Silver Springs and a member of the Lions in Dayton. Volunteer for the Silver Springs Airport, including Fly-in's. Volunteer for our local Food Bank as secretary, Notary, EMT etc. and as mentioned previously my years of service to the SSSHD Board. Please allow me to continue serving my community.

I certify that, to the best of my knowledge, the information I provided in this application is true. If the information provided is false or incomplete, it shall be sufficient cause for disqualification or removal, if appointed. I acknowledge that, if appointed, I am required to: timely attend all mandatory training (including training that is a condition to being sworn in); comply with applicable record keeping requirements; and otherwise adhere to the handbook, policies, and laws by which I am bound. I am aware that failure to do so is grounds for removal from the advisory board.

Signature: Sherry Flynn Date: Sept, 20 2024

Notice:
At the meeting to consider your application for appointment, the Board or Commission, may consider your character, alleged misconduct, professional competence, or physical or mental health. This notice is provided pursuant to NRS 241.031 and 241.033. The topics of discussion will relate to your ability to serve in the position for which you have applied. If the Advisory Board of County Commission desires to close the meeting, they must allow you to: (a) attend the closed meeting or that portion of the closed meeting during which the character, alleged misconduct, professional competence, or physical or mental health of the person is considered; (b) have an attorney or other representative of the person's choosing present with the person during the closed meeting; and (c) present written evidence, provide testimony and present witnesses relating to the character, alleged misconduct, professional competence, or physical or mental health of the person to the public body during the closed meeting. You will not receive any additional notice, and by signing this application you hereby agree to waive any right to future notice pursuant to NRS Chapter 241.

Signature: Sherry Flynn Date: Sept. 20, 2024

Please return the application to:

Lyon County Manager's Office
ATTN: Erin Lopez
27 South Main Street
Yerington, Nevada 89447
Office: (775)463-6531; Fax: (775)463-6500

Via email: elopez@lyon-county.org

Lyon County
Application to Serve on an Advisory Board

Please note that all information contained in this application is considered public record and available for public review.

Check the Board or Commission for which you are applying:

- ☐ 911 Surcharge Committee
- ☐ Advisory Board to Manage Wildlife
- ☒ Animal Control Advisory Board
- ☐ Central Lyon Park & Recreation Board
- ☐ Central Lyon Vector Control Board
- ☐ Dayton Regional Advisory Board
- ☐ Dayton Valley Events Center Board
- ☐ Debt Management Commission
- ☐ Library Board of Trustees
- ☐ Lyon County Fair Board
- ☐ Mason Valley Advisory Board
- ☐ Mason Valley Mosquito Abatement
- ☐ Mound House Advisory Board
- ☐ Planning Commission
- ☐ Regional Transportation Board
- ☐ Room Tax Board
- ☐ Silver City Cemetery Board
- ☐ Silver City Advisory Board
- ☐ Silver Springs Advisory Board
- ☐ Smith Valley Advisory Board
- ☐ Smith Valley Park & Recreation Board
- ☐ Stagecoach Advisory Board
- ☐ Walker River Weed Control Board

Contact Information:

Name: Amber Nelson

Address: 5345 Citrus St, Silver Springs NV 89429

Phone: 775-313-1853 Email: philbrook530@gmail.com

How long have you been a resident of Lyon County? 7 years

How many board or commission meetings have you attended in the last year? 6

List boards or commissions you presently serve on or have served on in the past including dates of service:

Animal control Advisory Board- current

Education and/or training relevant to the position you are applying for:
BA- Business

Explain briefly why you would like to be appointed to this board or commission:
Currently sit on the board, I would like to be reappointed as I feel I am an asset to the community and this board.

I certify that, to the best of my knowledge, the information I provided in this application is true. If the information provided is false or incomplete, it shall be sufficient cause for disqualification or removal, if appointed. I acknowledge that, if appointed, I am required to: timely attend all mandatory training (including training that is a condition to being sworn in); comply with applicable record keeping requirements; and otherwise adhere to the handbook, policies, and laws by which I am bound. I am aware that failure to do so is grounds for removal from the advisory board.

Signature: Amber Nelson Date: 10/28/2024

Notice:
At the meeting to consider your application for appointment, the Board or Commission, may consider your character, alleged misconduct, professional competence, or physical or mental health. This notice is provided pursuant to NRS 241.031 and 241.033. The topics of discussion will relate to your ability to serve in the position for which you have applied. If the Advisory Board of County Commission desires to close the meeting, they must allow you to: (a) attend the closed meeting or that portion of the closed meeting during which the character, alleged misconduct, professional competence, or physical or mental health of the person is considered; (b) have an attorney or other representative of the person's choosing present with the person during the closed meeting; and (c) present written evidence, provide testimony and present witnesses relating to the character, alleged misconduct, professional competence, or physical or mental health of the person to the public body during the closed meeting. You will not receive any additional notice, and by signing this application you hereby agree to waive any right to future notice pursuant to NRS Chapter 241.

Signature: Amber Nelson Date: 10/28/2024

Please return the application to:

Lyon County Manager's Office
ATTN: Erin Lopez
27 South Main Street
Yerington, Nevada 89447
Office: (775)463-6531; Fax: (775)463-6500

Via email: elopez@lyon-county.org

Lyon County
Application to Serve on an Advisory Board

Please note that all information contained in this application is considered public record and available for public review.

Check the Board or Commission for which you are applying:

- ☐ 911 Surcharge Committee
- ☐ Advisory Board to Manage Wildlife
- ☒ Animal Control Advisory Board
- ☐ Central Lyon Park & Recreation Board
- ☐ Central Lyon Vector Control Board
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- ☐ Silver Springs Advisory Board
- ☐ Smith Valley Advisory Board
- ☐ Smith Valley Park & Recreation Board
- ☐ Stagecoach Advisory Board
- ☐ Walker River Weed Control Board

Contact Information:

Name: Vanessa Stuart

Address: 6435 US Hwy 95A, Silver Springs NV 89429

Phone: 775 315-0017 Email: vsafricat@gmail.com

How long have you been a resident of Lyon County? 29 years

How many board or commission meetings have you attended in the last year? 5

List boards or commissions you presently serve on or have served on in the past including dates of service:

Lyon County Animal Control Advisory Board 2021 - present

Education and/or training relevant to the position you are applying for:
Existing Board member

Explain briefly why you would like to be appointed to this board or commission:
I would like to serve another 4 year term.

I certify that, to the best of my knowledge, the information I provided in this application is true. If the information provided is false or incomplete, it shall be sufficient cause for disqualification or removal, if appointed. I acknowledge that, if appointed, I am required to: timely attend all mandatory training (including training that is a condition to being sworn in); comply with applicable record keeping requirements; and otherwise adhere to the handbook, policies, and laws by which I am bound. I am aware that failure to do so is grounds for removal from the advisory board.

Signature: _____ Date: 10/28/2024

Notice:
At the meeting to consider your application for appointment, the Board or Commission, may consider your character, alleged misconduct, professional competence, or physical or mental health. This notice is provided pursuant to NRS 241.031 and 241.033. The topics of discussion will relate to your ability to serve in the position for which you have applied. If the Advisory Board of County Commission desires to close the meeting, they must allow you to: (a) attend the closed meeting or that portion of the closed meeting during which the character, alleged misconduct, professional competence, or physical or mental health of the person is considered; (b) have an attorney or other representative of the person's choosing present with the person during the closed meeting; and (c) present written evidence, provide testimony and present witnesses relating to the character, alleged misconduct, professional competence, or physical or mental health of the person to the public body during the closed meeting. You will not receive any additional notice, and by signing this application you hereby agree to waive any right to future notice pursuant to NRS Chapter 241.

Signature: _____ Date: 10/28/2024

Please return the application to:

Lyon County Manager's Office
ATTN: Erin Lopez
27 South Main Street
Yerington, Nevada 89447
Office: (775)463-6531; Fax: (775)463-6500

Via email: elopez@lyon-county.org

Lyon County
Application to Serve on an Advisory Board

Please note that all information contained in this application is considered public record and available for public review.

Check the Board or Commission for which you are applying:

- ☐ 911 Surcharge Committee
- ☐ Advisory Board to Manage Wildlife
- ☒ Animal Control Advisory Board
- ☐ Central Lyon Park & Recreation Board
- ☐ Central Lyon Vector Control Board
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- ☐ Silver Springs Advisory Board
- ☐ Smith Valley Advisory Board
- ☐ Smith Valley Park & Recreation Board
- ☐ Stagecoach Advisory Board
- ☐ Walker River Weed Control Board

Contact Information:

Name: Ashlee Toney

Address: 5315 Bentgrass Dr, Stagecoach, NV 89429

Phone: 801-960-0055 Email: ashleecomrie1@gmail.com

How long have you been a resident of Lyon County? 1 year

How many board or commission meetings have you attended in the last year? 0

List boards or commissions you presently serve on or have served on in the past including dates of service:
None

Education and/or training relevant to the position you are applying for:
I have 20 years experience in Information Technology (IT). I have no specific education or training pertaining to be on a board in the past. However, I have attended many meetings in my career; and I have worked with all audiences, and feel I will be a great asset for the citizen board.

Explain briefly why you would like to be appointed to this board or commission:
I am a new resident of the county and would like to be more involved. I also volunteer with the Lyon county shelter and would like to be more involved where I can be.

I certify that, to the best of my knowledge, the information I provided in this application is true. If the information provided is false or incomplete, it shall be sufficient cause for disqualification or removal, if appointed. I acknowledge that, if appointed, I am required to: timely attend all mandatory training (including training that is a condition to being sworn in); comply with applicable record keeping requirements; and otherwise adhere to the handbook, policies, and laws by which I am bound. I am aware that failure to do so is grounds for removal from the advisory board.

Signature: Asle Tay Date: 10/30/2024

Notice:
At the meeting to consider your application for appointment, the Board or Commission, may consider your character, alleged misconduct, professional competence, or physical or mental health. This notice is provided pursuant to NRS 241.031 and 241.033. The topics of discussion will relate to your ability to serve in the position for which you have applied. If the Advisory Board of County Commission desires to close the meeting, they must allow you to: (a) attend the closed meeting or that portion of the closed meeting during which the character, alleged misconduct, professional competence, or physical or mental health of the person is considered; (b) have an attorney or other representative of the person's choosing present with the person during the closed meeting; and (c) present written evidence, provide testimony and present witnesses relating to the character, alleged misconduct, professional competence, or physical or mental health of the person to the public body during the closed meeting. You will not receive any additional notice, and by signing this application you hereby agree to waive any right to future notice pursuant to NRS Chapter 241.

Signature: Asle Tay Date: 10/30/2024

Please return the application to:

Lyon County Manager's Office
ATTN: Erin Lopez
27 South Main Street
Yerington, Nevada 89447
Office: (775)463-6531; Fax: (775)463-6500

Via email: elopez@lyon-county.org

Lyon County
Application to Serve on an Advisory Board

Please note that all information contained in this application is considered public record and available for public review.

Check the Board or Commission for which you are applying:

- ☐ 911 Surcharge Committee
- ☐ Advisory Board to Manage Wildlife
- ☒ Animal Control Advisory Board
- ☐ Central Lyon Park & Recreation Board
- ☐ Central Lyon Vector Control Board
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- ☐ Room Tax Board
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- ☐ Silver City Advisory Board
- ☐ Silver Springs Advisory Board
- ☐ Smith Valley Advisory Board
- ☐ Smith Valley Park & Recreation Board
- ☐ Stagecoach Advisory Board
- ☐ Walker River Weed Control Board

Contact Information:

Name: W. Chauncey Pou

Address: 8 Brown Lane, Yerington, NV 89447

Phone: (775) 335-5685 Email: anewpou_com@yahoo.com

How long have you been a resident of Lyon County? 6 years

How many board or commission meetings have you attended in the last year? 0

List boards or commissions you presently serve on or have served on in the past including dates of service:
None to date

Education and/or training relevant to the position you are applying for:
Experience as life-long lover of animals, especially dogs.
I recently submitted an application to be a volunteer at The City of Yerington Animal Shelter, which application has not been approved.

Regarding education, I have a BS in Hotel and Restaurant Management from the University of Houston. Additionally, I have experience as a Financial Advisor, having received the following securities and insurance licenses: Series 7, National; Series 6, State of Texas, and Group 1 Insurance License. Additionally, extensive experience in Food Service Distribution with roles in Sales, Purchasing, and Leadership/Mangagement.

Explain briefly why you would like to be appointed to this board or commission:
According to the information online, the position I am applying for Animal Control Advisory Board is 'Open'. If that in fact is the case I would like to be selected for the position and become involved in activities pertinent to the position as outlined in the information available online for Lyon County Commissioners Citizens Advisory Boards, primarily acting as the go between citizen in communicating issues of concern to the Commissioners and back again to the interested citizens of Lyon County.

I certify that, to the best of my knowledge, the information I provided in this application is true. If the information provided is false or incomplete, it shall be sufficient cause for disqualification or removal, if appointed. I acknowledge that, if appointed, I am required to: timely attend all mandatory training (including training that is a condition to being sworn in); comply with applicable record keeping requirements; and otherwise adhere to the handbook, policies, and laws by which I am bound. I am aware that failure to do so is grounds for removal from the advisory board.

Signature: W. Chauncey Pou Date: 11/15/24

Notice:
At the meeting to consider your application for appointment, the Board or Commission, may consider your character, alleged misconduct, professional competence, or physical or mental health. This notice is provided pursuant to NRS 241.031 and 241.033. The topics of discussion will relate to your ability to serve in the position for which you have applied. If the Advisory Board of County Commission desires to close the meeting, they must allow you to: (a) attend the closed meeting or that portion of the closed meeting during which the character, alleged misconduct, professional competence, or physical or mental health of the person is considered; (b) have an attorney or other representative of the person's choosing present with the person during the closed meeting; and (c) present written evidence, provide testimony and present witnesses relating to the character, alleged misconduct, professional competence, or physical or mental health of the person to the public body during the closed meeting. You will not receive any additional notice, and by signing this application you hereby agree to waive any right to future notice pursuant to NRS Chapter 241.

Signature: W. Chauncey Pou Date: 11/15/24

Please return the application to:

Lyon County Manager's Office
ATTN: Erin Lopez
27 South Main Street
Yerington, Nevada 89447
Office: (775)463-6531; Fax: (775)463-6500

Via email: elopez@lyon-county.org

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: November 21, 2024

Agenda Item Number:
15.d

Subject:
For Possible Action: Appoint up to 3 members to the Mound House Advisory Board with terms expiring December 31, 2026.

Summary:
This is a two-year term board and the members with expiring terms are: Melinda Cash, Heidi Marty and Jeff Trowbridge

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- Heidi Marty, Application

Lyon County
Application to Serve on an Advisory Board

Please note that all information contained in this application is considered public record and available for public review.

Check the Board or Commission for which you are applying:

- ☐ 911 Surcharge Committee
- ☐ Advisory Board to Manage Wildlife
- ☐ Animal Control Advisory Board
- ☐ Central Lyon Park & Recreation Board
- ☐ Central Lyon Vector Control Board
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- ☐ Silver City Advisory Board
- ☐ Silver Springs Advisory Board
- ☐ Smith Valley Advisory Board
- ☐ Smith Valley Park & Recreation Board
- ☐ Stagecoach Advisory Board
- ☐ Walker River Weed Control Board

Contact Information:

Name: Heidi Marty

Address: 29 Red Rock Road Mound House, NV 89706

Phone: (775) 430-6648 Email: martymheidi@gmail.com

How long have you been a resident of Lyon County? 25 years

How many board or commission meetings have you attended in the last year? 9

List boards or commissions you presently serve on or have served on in the past including dates of service:

Presently serve on the Mound House Community Advisory Board since March 2024.

Education and/or training relevant to the position you are applying for:
I have served on the board and attended meetings as a citizen. My work experience is in public service and lends itself to advocacy.

Explain briefly why you would like to be appointed to this board or commission:
I would like to encourage a sense of community and grow community participation to help Mound House residents have a voice and address their concerns.

I certify that, to the best of my knowledge, the information I provided in this application is true. If the information provided is false or incomplete, it shall be sufficient cause for disqualification or removal, if appointed. I acknowledge that, if appointed, I am required to: timely attend all mandatory training (including training that is a condition to being sworn in); comply with applicable record keeping requirements; and otherwise adhere to the handbook, policies, and laws by which I am bound. I am aware that failure to do so is grounds for removal from the advisory board.

Signature: Heidi Marty Date: 10.23.24

Notice:
At the meeting to consider your application for appointment, the Board or Commission, may consider your character, alleged misconduct, professional competence, or physical or mental health. This notice is provided pursuant to NRS 241.031 and 241.033. The topics of discussion will relate to your ability to serve in the position for which you have applied. If the Advisory Board of County Commission desires to close the meeting, they must allow you to: (a) attend the closed meeting or that portion of the closed meeting during which the character, alleged misconduct, professional competence, or physical or mental health of the person is considered; (b) have an attorney or other representative of the person's choosing present with the person during the closed meeting; and (c) present written evidence, provide testimony and present witnesses relating to the character, alleged misconduct, professional competence, or physical or mental health of the person to the public body during the closed meeting. You will not receive any additional notice, and by signing this application you hereby agree to waive any right to future notice pursuant to NRS Chapter 241.

Signature: Heidi Marty Date: 10.23.24

Please return the application to:

Lyon County Manager's Office
ATTN: Erin Lopez
27 South Main Street
Yerington, Nevada 89447
Office: (775)463-6531; Fax: (775)463-6500

Via email: elopez@lyon-county.org

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: November 21, 2024

Agenda Item Number:
15.e

Subject:
For Possible Action: Appoint up to 2 members to the Silver City Advisory Board with terms expiring December 31, 2026.

Summary:
This is a two-year term board and the members with expiring terms are: Jonathan Byrnside and Erich Obermayr

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- Erich Obermayr, Application

Lyon County

Application to Serve on an Advisory Board

Please note that all information contained in this application is considered public record and available for public review.

Check the Board or Commission for which you are applying:

- ☐ 911 Surcharge Committee
- ☐ Advisory Board to Manage Wildlife
- ☐ Animal Control Advisory Board
- ☐ Central Lyon Park & Recreation Board
- ☐ Central Lyon Vector Control Board
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- ☐ Smith Valley Park & Recreation Board
- ☐ Stagecoach Advisory Board
- ☐ Walker River Weed Control Board

Contact Information:

Name: ERICH OBERMAYR

Address: BOX 249, SILVER CITY, 89428

Phone: 775-847-0344 Email: historicinsight@ghis.com

How long have you been a resident of Lyon County? 32 yrs

How many board or commission meetings have you attended in the last year? 10

List boards or commissions you presently serve on or have served on in the past including dates of service:

SILVER CITY CITIZEN ADVISORY BOARD, 2023 to PRESENT; 2004-2008; 2012-2016.

Education and/or training relevant to the position you are applying for:

I HAVE A B.A. FROM THE UNIVERSITY OF ARIZONA. I HAVE EXTENSIVE EXPERIENCE AND TRAINING DEALING WITH BUREAUCRACY AND REGULATIONS.

Explain briefly why you would like to be appointed to this board or commission:

I WANT TO CONTINUE REPRESENTING SILVER CITY IN COUNTY AFFAIRS.

I certify that, to the best of my knowledge, the information I provided in this application is true. If the information provided is false or incomplete, it shall be sufficient cause for disqualification or removal, if appointed. I acknowledge that, if appointed, I am required to: timely attend all mandatory training (including training that is a condition to being sworn in); comply with applicable record keeping requirements; and otherwise adhere to the handbook, policies, and laws by which I am bound. I am aware that failure to do so is grounds for removal from the advisory board.

Signature: _____ Date: NOV 5, 2024

Notice:
At the meeting to consider your application for appointment, the Board or Commission, may consider your character, alleged misconduct, professional competence, or physical or mental health. This notice is provided pursuant to NRS 241.031 and 241.033. The topics of discussion will relate to your ability to serve in the position for which you have applied. If the Advisory Board of County Commission desires to close the meeting, they must allow you to: (a) attend the closed meeting or that portion of the closed meeting during which the character, alleged misconduct, professional competence, or physical or mental health of the person is considered; (b) have an attorney or other representative of the person's choosing present with the person during the closed meeting; and (c) present written evidence, provide testimony and present witnesses relating to the character, alleged misconduct, professional competence, or physical or mental health of the person to the public body during the closed meeting. You will not receive any additional notice, and by signing this application you hereby agree to waive any right to future notice pursuant to NRS Chapter 241.

Signature: _____ Date: NOV 5, 2024

Please return the application to:

Lyon County Manager's Office
ATTN: Erin Lopez
27 South Main Street
Yerington, Nevada 89447
Office: (775)463-6531; Fax: (775)463-6500

Via email: elopez@lyon-county.org

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: November 21, 2024

Agenda Item Number:
15.f

Subject:
For Possible Action: Appoint up to 2 members to the Smith Valley Advisory Board with terms expiring December 31, 2026.

Summary:
This is a two-year term board and the members with expiring terms are: Wendy Loomis and Jonathan Turner
(Wendy Loomis was appointed to the Planning Commission on November 7, 2024.)

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- Jonathan Turner, Application

Lyon County
Application to Serve on an Advisory Board

Please note that all information contained in this application is considered public record and available for public review.

Check the Board or Commission for which you are applying:

- ☐ 911 Surcharge Committee
- ☐ Advisory Board to Manage Wildlife
- ☐ Animal Control Advisory Board
- ☐ Central Lyon Park & Recreation Board
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- ☐ Silver Springs Advisory Board
- ☒ Smith Valley Advisory Board
- ☐ Smith Valley Park & Recreation Board
- ☐ Stagecoach Advisory Board
- ☐ Walker River Weed Control Board

Contact Information:

Name: Jonathan F (Jon) Turner

Address: 29 Hunters Glen, Wellington, NV 89444

Phone: 919-260-9708 Email: pugslyyy@gmail.com

How long have you been a resident of Lyon County? 6 years

How many board or commission meetings have you attended in the last year? 12

List boards or commissions you presently serve on or have served on in the past including dates of service:

I currently serve on the SVCAB as Secretary.

Education and/or training relevant to the position you are applying for:
I have a degree in Electrical Engineering from North Carolina State University, and am a US Army Veteran (Gulf War).

Explain briefly why you would like to be appointed to this board or commission:
I've served on the SVCAB for the last two years and would like to continue to do so.

I certify that, to the best of my knowledge, the information I provided in this application is true. If the information provided is false or incomplete, it shall be sufficient cause for disqualification or removal, if appointed. I acknowledge that, if appointed, I am required to: timely attend all mandatory training (including training that is a condition to being sworn in); comply with applicable record keeping requirements; and otherwise adhere to the handbook, policies, and laws by which I am bound. I am aware that failure to do so is grounds for removal from the advisory board.

Signature: Digitally signed by 96947a88-8d91-41ae-8072-af93630f1b1d Date: 2024.10.18 09:40:52 -0700 Date: 09/19/2024

Notice:
At the meeting to consider your application for appointment, the Board or Commission, may consider your character, alleged misconduct, professional competence, or physical or mental health. This notice is provided pursuant to NRS 241.031 and 241.033. The topics of discussion will relate to your ability to serve in the position for which you have applied. If the Advisory Board of County Commission desires to close the meeting, they must allow you to: (a) attend the closed meeting or that portion of the closed meeting during which the character, alleged misconduct, professional competence, or physical or mental health of the person is considered; (b) have an attorney or other representative of the person's choosing present with the person during the closed meeting; and (c) present written evidence, provide testimony and present witnesses relating to the character, alleged misconduct, professional competence, or physical or mental health of the person to the public body during the closed meeting. You will not receive any additional notice, and by signing this application you hereby agree to waive any right to future notice pursuant to NRS Chapter 241.

Signature: Digitally signed by 96947a88-8d91-41ae-8072-af93630f1b1d Date: 2024.10.18 09:40:55 -0700 Date: 09/19/2024

Please return the application to:

Lyon County Manager's Office
ATTN: Erin Lopez
27 South Main Street
Yerington, Nevada 89447
Office: (775)463-6531; Fax: (775)463-6500

Via email: elopez@lyon-county.org

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: November 21, 2024

Agenda Item Number:
15.g

Subject:
For Possible Action: Appoint up to 8 members to the Smith Valley Park and Recreation Advisory Board with 3 terms expiring December 31, 2025, and 5 terms expiring December 31, 2026.

Summary:
This is a two-year term board and the members with expiring terms are: Brandt Hiles, Celeste Thornhill, Mark Phillips, Debbie Hockaday and Daniel Galula.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- Brandt Hiles, Application
- Mark Phillips, Application
- Debbie Hockaday, Application

Lyon County
Application to Serve on an Advisory Board

Please note that all information contained in this application is considered public record and available for public review.

Check the Board or Commission for which you are applying:

- ☐ 911 Surcharge Committee
- ☐ Advisory Board to Manage Wildlife
- ☐ Animal Control Advisory Board
- ☐ Central Lyon Park & Recreation Board
- ☐ Central Lyon Vector Control Board
- ☐ Dayton Regional Advisory Board
- ☐ Dayton Valley Events Center Board
- ☐ Debt Management Commission
- ☐ Library Board of Trustees
- ☐ Lyon County Fair Board
- ☐ Mason Valley Advisory Board
- ☐ Mason Valley Mosquito Abatement
- ☐ Mound House Advisory Board
- ☐ Planning Commission
- ☐ Regional Transportation Board
- ☐ Room Tax Board
- ☐ Silver City Cemetery Board
- ☐ Silver City Advisory Board
- ☐ Silver Springs Advisory Board
- ☐ Smith Valley Advisory Board
- ☒ Smith Valley Park & Recreation Board
- ☐ Stagecoach Advisory Board
- ☐ Walker River Weed Control Board

Contact Information:

Name: Brandt Hiles

Address: 428 SR 338 Smith NV 89430

Phone: 775 530 5110 Email: b.hiles@yahoo.com

How long have you been a resident of Lyon County? 7 years

How many board or commission meetings have you attended in the last year? 12

List boards or commissions you presently serve on or have served on in the past including dates of service:

Smith parks and Rec 11/23 – Current

Education and/or training relevant to the position you are applying for:

Explain briefly why you would like to be appointed to this board or commission:

Been on the board for the last year
So I would love to keep Serving the Community

I certify that, to the best of my knowledge, the information I provided in this application is true. If the information provided is false or incomplete, it shall be sufficient cause for disqualification or removal, if appointed. I acknowledge that, if appointed, I am required to: timely attend all mandatory training (including training that is a condition to being sworn in); comply with applicable record keeping requirements; and otherwise adhere to the handbook, policies, and laws by which I am bound. I am aware that failure to do so is grounds for removal from the advisory board.

Signature: _____ Date: 10/15/24

Notice:
At the meeting to consider your application for appointment, the Board or Commission, may consider your character, alleged misconduct, professional competence, or physical or mental health. This notice is provided pursuant to NRS 241.031 and 241.033. The topics of discussion will relate to your ability to serve in the position for which you have applied. If the Advisory Board of County Commission desires to close the meeting, they must allow you to: (a) attend the closed meeting or that portion of the closed meeting during which the character, alleged misconduct, professional competence, or physical or mental health of the person is considered; (b) have an attorney or other representative of the person's choosing present with the person during the closed meeting; and (c) present written evidence, provide testimony and present witnesses relating to the character, alleged misconduct, professional competence, or physical or mental health of the person to the public body during the closed meeting. You will not receive any additional notice, and by signing this application you hereby agree to waive any right to future notice pursuant to NRS Chapter 241.

Signature: _____ Date: 10/15/24

Please return the application to:

Lyon County Manager's Office
ATTN: Erin Lopez
27 South Main Street
Yerington, Nevada 89447
Office: (775)463-6531; Fax: (775)463-6500

Via email: elopez@lyon-county.org

Lyon County
Application to Serve on an Advisory Board

Please note that all information contained in this application is considered public record and available for public review.

Check the Board or Commission for which you are applying:

- ☐ 911 Surcharge Committee
- ☐ Advisory Board to Manage Wildlife
- ☐ Animal Control Advisory Board
- ☐ Central Lyon Park & Recreation Board
- ☐ Central Lyon Vector Control Board
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- ☐ Silver Springs Advisory Board
- ☐ Smith Valley Advisory Board
- ☒ Smith Valley Park & Recreation Board
- ☐ Stagecoach Advisory Board
- ☐ Walker River Weed Control Board

Contact Information:

Name: Mark Phillips

Address: 2827 SR-208 Wellington, NV 89444

Phone: 707-484-8060 Email: mrphillips63@gmail.com

How long have you been a resident of Lyon County? 6 years

How many board or commission meetings have you attended in the last year? 10

List boards or commissions you presently serve on or have served on in the past including dates of service:

SV Park & Rec. CAB - 3 years

Education and/or training relevant to the position you are applying for:
Currently serving as the secretary for this board.

Explain briefly why you would like to be appointed to this board or commission:
I would like to continue serving on this board to serve the community

I certify that, to the best of my knowledge, the information I provided in this application is true. If the information provided is false or incomplete, it shall be sufficient cause for disqualification or removal, if appointed. I acknowledge that, if appointed, I am required to: timely attend all mandatory training (including training that is a condition to being sworn in); comply with applicable record keeping requirements; and otherwise adhere to the handbook, policies, and laws by which I am bound. I am aware that failure to do so is grounds for removal from the advisory board.

Signature: [signature] Date: 11/05/2024

Notice:
At the meeting to consider your application for appointment, the Board or Commission, may consider your character, alleged misconduct, professional competence, or physical or mental health. This notice is provided pursuant to NRS 241.031 and 241.033. The topics of discussion will relate to your ability to serve in the position for which you have applied. If the Advisory Board of County Commission desires to close the meeting, they must allow you to: (a) attend the closed meeting or that portion of the closed meeting during which the character, alleged misconduct, professional competence, or physical or mental health of the person is considered; (b) have an attorney or other representative of the person's choosing present with the person during the closed meeting; and (c) present written evidence, provide testimony and present witnesses relating to the character, alleged misconduct, professional competence, or physical or mental health of the person to the public body during the closed meeting. You will not receive any additional notice, and by signing this application you hereby agree to waive any right to future notice pursuant to NRS Chapter 241.

Signature: [signature] Date: 11/05/2024

Please return the application to:

Lyon County Manager's Office
ATTN: Erin Lopez
27 South Main Street
Yerington, Nevada 89447
Office: (775)463-6531; Fax: (775)463-6500

Via email: elopez@lyon-county.org

Lyon County
Application to Serve on an Advisory Board

Please note that all information contained in this application is considered public record and available for public review.

Check the Board or Commission for which you are applying:

- ☐ 911 Surcharge Committee
- ☐ Advisory Board to Manage Wildlife
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- ☐ Smith Valley Advisory Board
- ☒ Smith Valley Park & Recreation Board
- ☐ Stagecoach Advisory Board
- ☐ Walker River Weed Control Board

Contact Information:

Name: Debbie Hockaday

Address: 12 Juanita Ln, Wellington, NV 89444

Phone: 775-720-7226 Email: ddh555657@gmail.com

How long have you been a resident of Lyon County? 16 years

How many board or commission meetings have you attended in the last year? 9

List boards or commissions you presently serve on or have served on in the past including dates of service:

SV Park & Recreation Board

Education and/or training relevant to the position you are applying for:

Explain briefly why you would like to be appointed to this board or commission:

I have been on this board for years and enjoy working on issues to improve our park.

I certify that, to the best of my knowledge, the information I provided in this application is true. If the information provided is false or incomplete, it shall be sufficient cause for disqualification or removal, if appointed. I acknowledge that, if appointed, I am required to: timely attend all mandatory training (including training that is a condition to being sworn in); comply with applicable record keeping requirements; and otherwise adhere to the handbook, policies, and laws by which I am bound. I am aware that failure to do so is grounds for removal from the advisory board.

Signature: Deborah D. Horman Date: Nov 1 2024

Notice:
At the meeting to consider your application for appointment, the Board or Commission, may consider your character, alleged misconduct, professional competence, or physical or mental health. This notice is provided pursuant to NRS 241.031 and 241.033. The topics of discussion will relate to your ability to serve in the position for which you have applied. If the Advisory Board of County Commission desires to close the meeting, they must allow you to: (a) attend the closed meeting or that portion of the closed meeting during which the character, alleged misconduct, professional competence, or physical or mental health of the person is considered; (b) have an attorney or other representative of the person's choosing present with the person during the closed meeting; and (c) present written evidence, provide testimony and present witnesses relating to the character, alleged misconduct, professional competence, or physical or mental health of the person to the public body during the closed meeting. You will not receive any additional notice, and by signing this application you hereby agree to waive any right to future notice pursuant to NRS Chapter 241.

Signature: Deborah D. Horman Date: Nov 1 2024

Please return the application to:

Lyon County Manager's Office
ATTN: Erin Lopez
27 South Main Street
Yerington, Nevada 89447
Office: (775)463-6531; Fax: (775)463-6500

Via email: elopez@lyon-county.org

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: November 21, 2024

Agenda Item Number:
15.h

Subject:
For Possible Action: Appoint up to 2 members to the Stagecoach Advisory Board with terms expiring December 31, 2026.

Summary:
This is a two-year term board and the members with expiring terms are: Amanda Brinand and Timothy Frank

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- Andrew Merritt, Application
- Timothy Lee Frank, Application
- Amanda Brinnand, Application

Lyon County
Application to Serve on an Advisory Board

Please note that all information contained in this application is considered public record and available for public review.

Check the Board or Commission for which you are applying:

- ☐ 911 Surcharge Committee
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- ☐ Smith Valley Park & Recreation Board
- ☒ Stagecoach Advisory Board
- ☐ Walker River Weed Control Board

Contact Information:

Name: Andrew Merritt

Address: 9220 Calico Trail Stagecoach

Phone: 7752251630 Email: staticindustries1929@yahoo.com

How long have you been a resident of Lyon County? 2 years and 10 months

How many board or commission meetings have you attended in the last year? 0

List boards or commissions you presently serve on or have served on in the past including dates of service:

Missions committee for Sierra bible church in Reno NV, March of 2018 to March of 2021
TrailLife troop 2234 committee at Calvary Chapel in Dayton NV, April of 2024 to present.

Education and/or training relevant to the position you are applying for:
Experience from the above committees.

Explain briefly why you would like to be appointed to this board or commission:
I want to help the county make the right decisions, especially for Stagecoach.

I certify that, to the best of my knowledge, the information I provided in this application is true. If the information provided is false or incomplete, it shall be sufficient cause for disqualification or removal, if appointed. I acknowledge that, if appointed, I am required to: timely attend all mandatory training (including training that is a condition to being sworn in); comply with applicable record keeping requirements; and otherwise adhere to the handbook, policies, and laws by which I am bound. I am aware that failure to do so is grounds for removal from the advisory board.

Signature: Andrew Merritt Digitally signed by Andrew Merritt Date: 2024.09.18 12:08:02 -0700' Date: 09/18/2024

Notice:
At the meeting to consider your application for appointment, the Board or Commission, may consider your character, alleged misconduct, professional competence, or physical or mental health. This notice is provided pursuant to NRS 241.031 and 241.033. The topics of discussion will relate to your ability to serve in the position for which you have applied. If the Advisory Board of County Commission desires to close the meeting, they must allow you to: (a) attend the closed meeting or that portion of the closed meeting during which the character, alleged misconduct, professional competence, or physical or mental health of the person is considered; (b) have an attorney or other representative of the person's choosing present with the person during the closed meeting; and (c) present written evidence, provide testimony and present witnesses relating to the character, alleged misconduct, professional competence, or physical or mental health of the person to the public body during the closed meeting. You will not receive any additional notice, and by signing this application you hereby agree to waive any right to future notice pursuant to NRS Chapter 241.

Signature: Andrew Merritt Digitally signed by Andrew Merritt Date: 2024.09.18 12:17:58 -0700' Date: 09/18/2024

Please return the application to:

Lyon County Manager's Office
ATTN: Erin Lopez
27 South Main Street
Yerington, Nevada 89447
Office: (775)463-6531; Fax: (775)463-6500

Via email: elopez@lyon-county.org

Lyon County
Application to Serve on an Advisory Board

Please note that all information contained in this application is considered public record and available for public review.

Check the Board or Commission for which you are applying:

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- ☐ Smith Valley Advisory Board
- ☐ Smith Valley Park & Recreation Board
- ☒ Stagecoach Advisory Board
- ☐ Walker River Weed Control Board

Contact Information:

Name: Timothy Lee Frank

Address: 5350 Meadow Lane Stagecoach NV 89429

Phone: 775 224-6755 Email: timothyfrank1960@gmail.com

How long have you been a resident of Lyon County? 9 years

How many board or commission meetings have you attended in the last year? 3 as board member

List boards or commissions you presently serve on or have served on in the past including dates of service:

Stagecoach Advisory Board 07/2024 – 12/2024

Education and/or training relevant to the position you are applying for:

30yrs military service, VA: HSC 3yrs, VFAC 2yrs and Whole Health commit, 3yrs

Explain briefly why you would like to be appointed to this board or commission:

To continue to help with the people in the stagecoach area

I certify that, to the best of my knowledge, the information I provided in this application is true. If the information provided is false or incomplete, it shall be sufficient cause for disqualification or removal, if appointed. I acknowledge that, if appointed, I am required to: timely attend all mandatory training (including training that is a condition to being sworn in); comply with applicable record keeping requirements; and otherwise adhere to the handbook, policies, and laws by which I am bound. I am aware that failure to do so is grounds for removal from the advisory board.

Signature: _____ Date: 10/03/2024

Notice:
At the meeting to consider your application for appointment, the Board or Commission, may consider your character, alleged misconduct, professional competence, or physical or mental health. This notice is provided pursuant to NRS 241.031 and 241.033. The topics of discussion will relate to your ability to serve in the position for which you have applied. If the Advisory Board of County Commission desires to close the meeting, they must allow you to: (a) attend the closed meeting or that portion of the closed meeting during which the character, alleged misconduct, professional competence, or physical or mental health of the person is considered; (b) have an attorney or other representative of the person's choosing present with the person during the closed meeting; and (c) present written evidence, provide testimony and present witnesses relating to the character, alleged misconduct, professional competence, or physical or mental health of the person to the public body during the closed meeting. You will not receive any additional notice, and by signing this application you hereby agree to waive any right to future notice pursuant to NRS Chapter 241.

Signature: _____ Date: 10/03/2024

Please return the application to:

Lyon County Manager's Office
ATTN: Erin Lopez
27 South Main Street
Yerington, Nevada 89447
Office: (775)463-6531; Fax: (775)463-6500

Via email: elopez@lyon-county.org

Lyon County
Application to Serve on an Advisory Board

Please note that all information contained in this application is considered public record and available for public review.

Check the Board or Commission for which you are applying:

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- ☐ Walker River Weed Control Board

Contact Information:

Name: Amanda Brinnand

Address: 11080 Silver Lane

Phone: 775-291-7420 Email: sunstream3@yahoo.com

How long have you been a resident of Lyon County? 27 Years

How many board or commission meetings have you attended in the last year? 12

List boards or commissions you presently serve on or have served on in the past including dates of service:

I am currently vice-chair on the Stagecoach Advisory Board; I was appointed in April 2022 and my term expires December 2024.

As my term will expire the end of this calendar year, I am re-applying to the Stagecoach Advisory Board.

Education and/or training relevant to the position you are applying for:

AS in Farm and Ranch Management and BS in Natural Resources/Forestry from the University of Nevada, Reno. In my 30+ year career I have organized and presented many public meetings to obtain public comment and input to assist with determining a proposed action for projects. I've also prepared meetings to brief public officials and congressional representatives on programs. I've taken notes at many meetings and disseminated the comments and notes and also completed environmental documents for the public.

Explain briefly why you would like to be appointed to this board or commission:

I've lived in Stagecoach for 27 years, and have attended Lyon County Board of County Commissioners, Planning and Stagecoach Advisory Board meetings throughout the years. I have been active at these meetings and submitted written and verbal comments on issues important to the Stagecoach area and community. I would like to continue as a Stagecoach Advisory Board member and support and represent the Stagecoach community.

I certify that, to the best of my knowledge, the information I provided in this application is true. If the information provided is false or incomplete, it shall be sufficient cause for disqualification or removal, if appointed. I acknowledge that, if appointed, I am required to: timely attend all mandatory training (including training that is a condition to being sworn in); comply with applicable record keeping requirements; and otherwise adhere to the handbook, policies, and laws by which I am bound. I am aware that failure to do so is grounds for removal from the advisory board.

Signature: Amanda S. Brinnand Digitally signed by Amanda S. Brinnand Date: 2024.10.28 14:47:12 -07'00' Date: 10/28/2024

Notice:
At the meeting to consider your application for appointment, the Board or Commission, may consider your character, alleged misconduct, professional competence, or physical or mental health. This notice is provided pursuant to NRS 241.031 and 241.033. The topics of discussion will relate to your ability to serve in the position for which you have applied. If the Advisory Board of County Commission desires to close the meeting, they must allow you to: (a) attend the closed meeting or that portion of the closed meeting during which the character, alleged misconduct, professional competence, or physical or mental health of the person is considered; (b) have an attorney or other representative of the person's choosing present with the person during the closed meeting; and (c) present written evidence, provide testimony and present witnesses relating to the character, alleged misconduct, professional competence, or physical or mental health of the person to the public body during the closed meeting. You will not receive any additional notice, and by signing this application you hereby agree to waive any right to future notice pursuant to NRS Chapter 241.

Signature: Amanda S. Brinnand Digitally signed by Amanda S. Brinnand Date: 2024.10.28 15:08:18 -07'00' Date: 10/28/2024

Please return the application to:

Lyon County Manager's Office
ATTN: Erin Lopez
27 South Main Street
Yerington, Nevada 89447
Office: (775)463-6531; Fax: (775)463-6500

Via email: elopez@lyon-county.org

Lyon County
Application to Serve on an Advisory Board

Please note that all information contained in this application is considered public record and available for public review.

Check the Board or Commission for which you are applying:

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- ☐ Walker River Weed Control Board

Contact Information:

Name: MARILYN COOPER

Address: 5130 Desert LN STAGECOACH NV. 89429

Phone: 775-772-5593 Email: moocr72819@gmail.com

How long have you been a resident of Lyon County? 35 YRS

How many board or commission meetings have you attended in the last year? 7

List boards or commissions you presently serve on or have served on in the past including dates of service:

NONE

Education and/or training relevant to the position you are applying for:

2018-2020 outReach pROgRAM
ST Hughes EpiSCOPALIAN Church SilverSpRings NV

Explain briefly why you would like to be appointed to this board or commission:

Being A Resident of STAGECoach AsLong AS I hAVE, I'm interested in information giVEN By officials. As this AREA is gROWINgRAidLy. ALso a OPEN pARTICIPATION of Residents in their ViewsECONCERNS

I certify that, to the best of my knowledge, the information I provided in this application is true. If the information provided is false or incomplete, it shall be sufficient cause for disqualification or removal, if appointed. I acknowledge that, if appointed, I am required to: timely attend all mandatory training (including training that is a condition to being sworn in); comply with applicable record keeping requirements; and otherwise adhere to the handbook, policies, and laws by which I am bound. I am aware that failure to do so is grounds for removal from the advisory board.

Signature: Marilyn Cooper Date: 11-15-2024

Notice:
At the meeting to consider your application for appointment, the Board or Commission, may consider your character, alleged misconduct, professional competence, or physical or mental health. This notice is provided pursuant to NRS 241.031 and 241.033. The topics of discussion will relate to your ability to serve in the position for which you have applied. If the Advisory Board of County Commission desires to close the meeting, they must allow you to: (a) attend the closed meeting or that portion of the closed meeting during which the character, alleged misconduct, professional competence, or physical or mental health of the person is considered; (b) have an attorney or other representative of the person's choosing present with the person during the closed meeting; and (c) present written evidence, provide testimony and present witnesses relating to the character, alleged misconduct, professional competence, or physical or mental health of the person to the public body during the closed meeting. You will not receive any additional notice, and by signing this application you hereby agree to waive any right to future notice pursuant to NRS Chapter 241.

Signature: Marilyn Cooper Date: 11-15-2024

Please return the application to:

Lyon County Manager's Office
ATTN: Erin Lopez
27 South Main Street
Yerington, Nevada 89447
Office: (775)463-6531; Fax: (775)463-6500

Via email: elopez@lyon-county.org

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: November 21, 2024

Agenda Item Number:
16.a

Subject:
For Possible Action: Provide staff with direction to respond to the State of Nevada application #93877T filed on September 17, 2024, for a proposal to temporarily change the place and manner of use of a portion of water right claims of the Walker River adjudicated in the Walker River Decree. As a result, the Board of Commissioners, pursuant to Nevada Revised Statutes 533.363, shall consider the request and may provide a recommended course of action to the State Engineer that is non-binding.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- Letter of Request From the State of Nevada
- Newspaper Notice

Nevada Division of
WATER RESOURCES

STATE OF NEVADA
Department of Conservation and Natural Resources
Joe Lombardo, Governor
James A. Settelmeyer, Director
Adam Sullivan, P.E., State Engineer

October 8, 2024

Lyon County
Board of County Commissioners
31 South Main Street
Yerington, Nevada 89447

Mineral County
Board of County Commissioners
P.O. Box 1450
Hawthorne, NV 89415

RE: Application 93877T

To whom it may concern:

State of Nevada, Attn: Alan Jenne, Department of Wildlife, filed Application number 93877T on September 17, 2024. This application proposes to temporarily change the place and manner of use of a portion of water right claims of the Walker River adjudicated in the Walker River Decree. The existing and proposed places of use are within both Lyon and Mineral Counties in the Walker River Hydrographic Basin.

Copies of the application and supporting maps can be viewed and/or printed from the Division's website http://water.nv.gov.

As a result of this proposed filing, our office is required to notify the County Commissioners of both counties pursuant to Nevada Revised Statues (NRS) 533.363. I would like to draw your attention to NRS 533.363 Section 4, which addresses the responsibilities of the Board of County Commissioners in this matter. A copy of NRS 533.363 is enclosed for your convenience.

Should you have any questions, please contact me at your earliest convenience.

Sincerely,

Adam Sullivan, P.E.

Adam Sullivan, P.E.
State Engineer

AS/AJ/mh
Enclosure: NRS 533.363
cc: State of Nevada, Attn: Alan Jeanne, Department of Wildlife
Facque Consulting, LLC, E-mail
Walker Basin Conservancy

NRS 533.363 State Engineer to notify county commissioners of application to use water in county other than that in which it is appropriated or currently diverted or used.

1. Except as otherwise provided in subsection 2, if water for which a permit is requested is to be used in a county other than that county in which it is to be appropriated, or is to be diverted from or used in a different county than that in which it is currently being diverted or used, then the State Engineer shall give notice of the receipt of the request for the permit to:

(a) The board of county commissioners of the county in which the water for which the permit is requested will be appropriated or is currently being diverted or used; and

(b) The board of county commissioners of the county in which the water will be diverted or used.

2. The provisions of subsection 1 do not apply:

(a) To an environmental permit.

(b) If:

(1) The water is to be appropriated and used; or

(2) Both the current and requested place of diversion or use of the water are,

➥ within a single, contiguous parcel of real property.

3. A person who requests a permit to which the provisions of subsection 1 apply shall submit to each appropriate board of county commissioners a copy of his application and any information relevant to his request.

4. Each board of county commissioners which is notified of a request for a permit pursuant to this section shall consider the request at the next regular or special meeting of the board held not earlier than 3 weeks after the notice is received. The board shall provide public notice of the meeting for 3 consecutive weeks in a newspaper of general circulation in its county. The notice must state the time, place and purpose of the meeting. At the conclusion of the meeting the board may recommend a course of action to the State Engineer, but the recommendation is not binding on the State Engineer.

(Added to NRS by 1981, 782; A 1991, 758)

LocaliQ
Nevada/Utah
GANNETT

Order Confirmation

Not an Invoice

Account Number:	1118754
Customer Name:	Lyon County Commissioners
Customer Address:	Lyon County Commissioners 27 S Main ST Yerington NV 89447-2571
Contact Name:	DEFAULT
Contact Phone:	
Contact Email:	
PO Number:	

Date:	10/21/2024
Order Number:	10697449
Prepayment Amount:	$ 0.00

Column Count:	2.0000
Line Count:	22.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
RGJ Lyon County News Leader	3	10/30/2024 - 11/13/2024	Public Notices
RGJ rgj.com	3	10/30/2024 - 11/13/2024	Public Notices

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save!

Total Cash Order Confirmation Amount Due	$144.36
Tax Amount	$0.00
Service Fee 3.99%	$5.76
Cash/Check/ACH Discount	-$5.76
Payment Amount by Cash/Check/ACH	$144.36
Payment Amount by Credit Card	$150.12

Order Confirmation Amount	**$144.36**

Ad Preview

Public Notice

REFERENCE: Board of County Commissioners Meeting
DATE/TIME: November 21, 2024, @ 9:00 AM
LOCATION: Lyon County Administrative Complex, 27 S. Main Street, Yerington, NV 89447

At their regularly scheduled meeting the Lyon County Board of Commissioners will consider the following item placed on the agenda:

State of Nevada, Attn: Alan Jenne, Department of Wildlife, filed application #93877T on September 17, 2024. This application proposed to temporarily change the place and manner of use of a portion of water right claims of the Walker River adjudicated in the Walker River Decree. As a result, the Board of Commissioners, pursuant to Nevada Revised Statutes 533.363, shall consider the request and may provide a recommended course action to the State Engineer that is non-binding. An agenda will be posted on the Lyon County Website: https://www.lyon-county.org/ with the item and Zoom meeting information one week prior.

/s/ Erin Lopez,
Lyon County Board of Commissioners
October 30, November 6,13, 2024 10697449

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: November 21, 2024

Agenda Item Number:
16.b

Subject:
For Possible Action: Approve the response letter to the Nevada Department of Transportation regarding the Rural Engagement Plan.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- NDOT Rural Engagement Plan Response Letter

BOARD OF COUNTY COMMISSIONERS
LYON COUNTY NEVADA
27 South Main Street
Yerington, Nevada 89447
Phone: (775)463-6531 Fax: (775)463-6533

Wes Henderson, District 1
Scott Keller, District 2
Tammy Hendrix, District 3
Robert Jacobson, District 4
Dave Hockaday, District 5

Andrew Haskin
County Manager

November 21, 2024

Nevada Department of Transportation
Rural Consultation
1263 S. Stewart Street
Carson City, NV 89712

Subject: Comments on NDOT's Rural Engagement Plan

To whom this may concern,

On behalf of Lyon County, I am pleased to provide feedback and recommendations regarding the Nevada Department of Transportation's (NDOT) Rural Engagement Plan. We appreciate NDOT's commitment to enhancing transportation in rural areas and the efforts you've made to consider the needs of communities like ours. There are several areas where we believe collaboration could be improved to achieve better outcomes, and we welcome the opportunity to work with you more closely throughout the planning and implementation processes.

1. Earlier Involvement in Project Planning

We strongly encourage NDOT to involve local municipalities earlier in the planning phases. By engaging us at the onset, we can provide valuable local insights that could streamline project scopes, address community-specific needs, and ultimately expedite timelines. Current timelines seem to be stretched, which impacts project effectiveness and community support. We are eager to collaborate to explore methods for speeding up these processes to achieve timely results.

2. Consultation versus Cooperation and Collaboration

Building stronger, collaborative relationships with rural communities remains essential for the success of the Rural Engagement Plan. NDOT's consistent engagement with community representatives will ensure that projects are aligned with local priorities and can build trust in NDOT's efforts to meet rural transportation needs. Lyon County encourages NDOT to focus on cooperation and collaboration rather than just consultation. Being a cooperative partner with rural communities and collaborating on ideas and solutions in a proactive manner will lead to improved outcomes that better serve our citizens.

3. Annual Presentation by the Director to the Board of County Commissioners

Section 4, Exhibit 3 details the roles of various NDOT positions and divisions in the rural consultation process. Lyon County encourages the NDOT Director to include in their role an

annual meeting with the Board of County Commissioners. An annual meeting with the board will encourage collaboration and allow for the board to provide input directly to the Director.

6. Industry Involvement in Support of Community Projects

Incorporating local industry leaders into the planning and execution of transportation projects could enhance community investment. By involving industry stakeholders, NDOT can leverage private sector expertise and infrastructure to support and potentially accelerate project timelines.

4. Membership on NDOT Committees

Several NDOT committees are referenced in various places in the plan. Lyon County requests a formal role on NDOT's relevant committees to contribute rural perspectives directly to the decision-making process.

7. Access to Project Schedules and Active Participation in Project Development

Lastly, we respectfully request that NDOT provide us with the schedule of projects affecting our community as early as possible and facilitate our active involvement in their development. This would allow us to prepare our residents for upcoming changes and contribute insights that may enhance project success.

Thank you for considering these recommendations. We are committed to working alongside NDOT to ensure that the Rural Engagement Plan effectively works to address the needs of rural communities.

Sincerely,

David Hockaday, Chairman
Lyon County Board of County Commissioners

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: November 21, 2024

Agenda Item Number:
16.c

Subject:
For Possible Action: Presentation, discussion and recommendations on the processing of planning applications, site improvement permits and building permits in the Dayton Utilities service area with the existing effluent disposal issues in the Dayton area. Options include, but are not limited to, continuing a temporary pause in applications and permits with review at regular intervals; accepting planning applications with the understanding that connections and occupancy may be delayed; granting site improvement permits understanding that acceptance of improvements may be delayed based on sewer capacity issues in the Dayton area; issuing partial building permits or permits up to utility approval with the understanding that a certificate of occupancy may not be issued.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

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Lyon County Board of County Commissioners Agenda Summary

Meeting Date: November 21, 2024

Agenda Item Number:
16.d

Subject:
For Possible Action: Presentation, discussion and recommendations on next steps for resolving the effluent disposal issues in the Dayton area.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

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