LYON COUNTY BOARD OF COUNTY COMMISSIONERS
THURSDAY, FEBRUARY 16, 2023
9:00 AM
LYON COUNTY ADMINISTRATIVE COMPLEX
27 S. MAIN STREET
YERINGTON, NV  89447

Join Zoom Meeting:
https://us02web.zoom.us/j/83368686463?pwd=ZIVGaWFOT3pGUjJPWWV0VmZRQ0N5dz09
Meeting ID: 833 6868 6463 / Passcode: 896135

County Commission meetings are open to the public and members of the public may attend in person and the meetings are also virtual and the public may attend via Virtual Zoom.

Public Comment: Lyon County allows the following. If you are attending the virtual Zoom meeting, public comment may be provided 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 also be mailed to the Lyon County Manager's Office at 27 S. Main Street, Yerington, Nevada 89447, but all public comments must be received prior to the date of the meeting if the comments are to be included in the supplemental materials. Any written public comment received the day of the Board meeting 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.

You can also provide public comment, or request supporting materials, for this meeting by sending us an email to countyclerks@lyon-county.org. Be sure to type, PUBLIC COMMENT or DOCUMENT REQUEST in the subject line.

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 Irene Albritton of First Christian Church

3. Pledge of Allegiance

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

5. For Possible Action: Review and adoption of agenda

6. Time Certain

   6.a. Time Certain at 9:00 AM: For Possible Action: Swearing in of appointed County Commissioner.

7. Presentation of awards and/or recognition of accomplishments

   7.a. For Presentation Only: Recognize Deputy Public Guardian, Debby Stevens for her unwavering dedication to service and advocacy for the residents of Lyon County.

8. Commissioners/County Manager reports

9. Elected Official’s reports

10. Appointed Official’s reports

11. Advisory Board reports
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. Assessor's Corrections
   12.a. For Possible Action: Approval of changes on Assessor’s tax roll due to correction in assessments and review of tax roll changes.
   - Secured Factual

13. For Possible Action: Approve County Commission Minutes
   13.a. For Possible Action: Approve February 2, 2023 Minutes.
   - February 2, 2023 Minutes

14. Contracts
   14.a. For Possible Action: Approve Agreement with Thomson Reuters for public law library access at the District Court for the five years at the rate of $694 per month the first year, with 4% increases each year thereafter.
   - Thomson Reuters District Court Contract

15. Grants
   15.a. For Possible Action: Approve grant award amendment to redirect funds in the amount of $13,462 for additional training, from the State of Nevada, Department of Health and Human Services to provide assistance to individuals medically underserved who are at higher risk of exposure, infection, hospitalization.
   -FY23 FRC CDC Health Disparities Sub-award Amendment 1

   15.b. For Possible Action: Accept grant award from the State of Nevada, Division of Public and Behavioral Health, Bureau of Child, Family and Community Wellness in the amount of $305,744.00, to continue the Women, Infants, and Children (WIC) program.
   -FY23 Women Infants and Children Notice of Subaward

   15.c. For Possible Action: Approve Notice of Subaward from the City of Fernley in the amount of $216,000.00 from the American Rescue Plan Act to fund activities and direct services for individuals directly impacted by the COVID-19 pandemic.
   - FY23 Fernley American Rescue Plan Act Notice of Subaward

16. Other Consent Items
   16.a. For Possible Action: Review and accept travel claims.
   - Travel Report 1-16-23 to 1-31-23

   16.b. For Possible Action: Review and accept claims and financial reports.
   - Claims Report 1-16-23 to 1-31-23
   - Cash Report 1-31-23

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

17. Advisory Board

17.a. For Possible Action: Appoint up to two (2) members to the Debt Management Commission as a member at large, with terms expiring December 31, 2024.
   - Charles Lawson, Application

17.b. For Possible Action: Appoint up to six (6) member to the Lyon County Fair Board, with terms expiring December 31, 2026.
   - Charlotte Guthrie, Application
   - Crystal White, Application
   - Mindy Flarr, Application
   - John Fielding, Application

17.c. For Possible Action: Appoint up to one (1) member to the Mason Valley Mosquito Abatement Advisory Board.
   - Beverly Smith, Application

18. County Manager

18.a. For Possible Action: Review and approve a contract with Silver State Government Relations for government relations services and to work with Walker and Associates for the remainder of the 82nd Session of the Nevada Legislature, with an estimated cost of $10,000.00 to be funded from a contingency budget transfer.
   - SSGR Letter of Intent
   - Silver State Government Relations for Government Relations Services Contract

18.b. For Possible Action: To discuss and provide direction to the County Manager regarding legislation for the 82nd session of the Nevada Legislature, Legislation includes Assembly Bill 63, Assembly Bill 68, Assembly Bill 92, Assembly Bill 103, Senate Bill 64, and Senate Bill 81.

19. Clerk/Treasurer

19.a. For Possible Action: Approve Lyon County Treasurer to open a new sweep account with Wells Fargo Bank.

20. Facilities

20.a. For Possible Action: Authorization for County Manager and Facilities Director to take the steps necessary for Lyon County to operate the Stagecoach Community Center, including, but not limited to, notifying the present operator that the Lease is officially terminated and expired and that Lyon County intends to take over April 1, 2023, and authorizing the County Manager or Facilities Director to sign any correspondence or other documents necessary to complete the transition back to Lyon County management of the Stagecoach Community Center.

21. Human Resources

21.a. For Possible Action: Approve the creation of two Building Inspector positions and one Plans Examiner position as well as the purchase of three new vehicles, to be funded for the remainder of the fiscal
year through a budget transfer from the General Fund contingency for $267,992.

22. Other

22.a. For Possible Action: Approve Interlocal Agreement between Lyon County and Lyon County School District for the continued joint use of the Smith Valley Library for a term of four (4) years.
   - Interlocal agreement with LCSD and Lyon County for the use of the SV Library 2003
   - Interlocal agreement with LCSD and Lyon County for the use of the SV Library 2023

22.b. For Possible Action: Accept donation in the amount of $500.00 from a private citizen to be used to purchase items to assist individuals experiencing homelessness in Lyon County.
   - Donation for Homelessness Assistance

23. 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.

24. Commissioner Comments

25. 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.

26. 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.

27. Adjourn

This agenda has been posted in accordance with the open meeting law at the Lyon County Administrative Complex.

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: February 16, 2023

Agenda Item Number:
6.a

Subject:
Time Certain at 9:00 AM: For Possible Action: Swearing in of appointed County Commissioner.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
•
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: February 16, 2023

Agenda Item Number:
7.a

Subject:
For Presentation Only: Recognize Deputy Public Guardian, Debby Stevens for her unwavering dedication to service and advocacy for the residents of Lyon County.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

•
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: February 16, 2023

Agenda Item Number:
12.a

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

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Approval of changes on Assessor’s tax roll due to correction in assessments and review of tax roll changes.

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

<table>
<thead>
<tr>
<th>APN</th>
<th>Name/Owner</th>
<th>Reason for Correction</th>
<th>Tax Year</th>
<th>Tax Dist.</th>
<th>Tax Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>019-572-20</td>
<td>JENKINS, RONNY &amp; CINDI</td>
<td>APPLY DV EXEMPTION</td>
<td>22/23</td>
<td>8.5</td>
<td>$115.54</td>
</tr>
<tr>
<td>022-211-06</td>
<td>COATES, BARRY GORDON</td>
<td>APPLY DV EXEMPTION</td>
<td>22/23</td>
<td>6.0</td>
<td>$278.18</td>
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<tr>
<td>022-583-05</td>
<td>SULAK, MICHAEL &amp; MARCELLA</td>
<td>APPLY DV EXEMPTION</td>
<td>22/23</td>
<td>6.0</td>
<td>$556.36</td>
</tr>
</tbody>
</table>

**TOTAL:** $950.08
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: February 16, 2023

Agenda Item Number:
13.a

Subject:
For Possible Action: Approve February 2, 2023 Minutes.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
  •  - February 2, 2023 Minutes
The Honorable Board of Lyon County Commissioners met this day, Thursday, February 02, 2023 at 9:00 a.m. in the LYON COUNTY ADMINISTRATIVE COMPLEX, 27 S. MAIN STREET, YERINGTON, NV 89447.

1. Roll Call

Present: Chairman David Hockaday, Vice Chair Wes Henderson, Comm. Rob Jacobson and Comm. Scott Keller

Staff Present: County Manager Andrew Haskin, Comptroller Josh Foli, and District Attorney Steve Rye.

2. Invocation given by Matt Christensen of The Church of Jesus Christ of Latter-day Saints

Matt Christensen gave the invocation.

3. Pledge of Allegiance

4. Public Participation

Amanda Brinnand raised concerns about flooding events on Blackhawk Rd and Silver Lane due to a lack of drainage.

Rita Heidkamp requested the Lyon County Commissioners have a sign placed at the entrance to NF 463 advising that it is not a viable route.

5. For Possible Action: Review and adoption of agenda

Comm. Henderson moved to adopt the agenda and to remove item #6.a, and Comm. Jacobson seconded.

Comm. Hockaday called for a vote, and the motion passed 4-0.

6. Time Certain

6.a. Time Certain at 9:00 AM: For Possible Action: Swearing in of appointed County Commissioner.

This item was removed from the agenda.

7. Presentation of awards and/or recognition of accomplishments

There were none given.

8. Commissioners/County Manager reports
Comm. Henderson reported he attended the NACo meeting last Friday when the new officers for the year were installed, and the upcoming legislative session was discussed. He noted Governor Lombardo appointed a County Liaison Officer Tim Rob. Comm. Henderson also attended the Legislative Coalition Meeting and the NACo Legislative Committee Conference Call last Friday and the Dayton Regional Advisory Board by Zoom on Wednesday night. He will attend the National Association of Counties next week.

Comm. Jacobson attended the Fernley City Council meeting on Wednesday night.

Comm. Keller attended the Silver Springs Advisory Board, the School Board meeting, the NNDA State of the Counties address and the State of the State address.

Comm. Hockaday attended the Western NV Legislative Coalition luncheon. At the request of Smith Valley residents, he addressed the Smith Valley Rotary regarding concerns and updates about Wilson Canyon and how the County is addressing it.

County Manager Andrew Haskin reported he will be attending the NACO Legislative Conference next Friday and he is working on meeting with the congressional delegation while in attendance. He spoke at the NNDA State of the Counties breakfast, as well as both the Dayton and Stagecoach advisory boards on Wednesday night. The Legislative session starts next week. He noted that signs have been placed on multiple dirt roads, such as Mason Pass, as routes being given by GPS are identified, and will have Dustin Homan look into signs such as the ones aforementioned by Rita Heidklamp. It is still recommended to go around through Carson City.

9. Elected Official’s reports

9.a. For Report Only: Dayton Justice Court
- DEC 2022 - CRIMINAL AND CIVIL STATISTICS

9.b. For Report Only: Canal Township Justice Court
- DECEMBER 2022 FJC STATISTICS REPORT

Sheriff Brad Pope gave a report on the restructuring of the Sheriff’s Office, reduction of patrol zones, reopening the Silver Spring squad, and average response times for January. He stated he will be providing monthly reports on response time averages. He also reported on the results of the Fernley saturation patrol event and plans for future saturation patrol events in other locations.

Comm. Henderson asked for clarification as to where the Dayton zone ends now and Sheriff Pope clarified that the Dayton zone now goes from the Stagecoach line (instead of the Silver Springs line) to the Carson City line.

Sheriff Pope reported that the deputies living in Smith Valley are performing patrols in Smith Valley before taking Mason Pass to their assigned patrols elsewhere. He advised the 3 deputies are answering their phones after hours for quick response calls in Smith Valley.

10. Appointed Official’s reports
Human Services Director Shayla Holmes gave a report of the March for Meals national fundraising campaign. She mentioned the Yerington Senior Center meals fundraising event for Valentine’s Day. She encouraged the Commissioners to schedule a ride-along with Meals on Wheels drivers. Ms. Holmes gave an update of the request for the Community Project Funding. Senators Cortez Masto and Rosen are to fully expand the Big Brothers and Big Sisters mentoring programs for Lyon County.

Road Director Dustin Homan commented that he didn’t realize Google has been sending people over NF 463, and the last time he had checked, Google was sending people through Hudson Pass. He advised that Road Closed signs had been placed on the Mason Valley and Smith ends of NF 463. He stated that a Road Closed sign was placed next to the Good Samaritan sign. Mason Pass is not being promoted as a detour.

11. Advisory Board reports

There were none given.

CONSENT AGENDA

Andrew Haskin asked to pull #13.b from the consent agenda and to be heard separately.

Comm. Henderson moved to approve the consent agenda items #12.a. – 16.d, minus #13.b.

Comm. Keller seconded and the motion passed 4-0.

12. Assessor’s Corrections

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

-Secured Factual

Secured Property corrections totaled $1,585.23.

13. For Possible Action: Approve County Commission Minutes

13.a. For Possible Action: Approve the January 09, 2023 minutes.

The January 9, 2023 Minutes were approved.

13.b. For Possible Action: Approve the January 19, 2023 minutes.

Office Assistant Sandy Shipley stated for the record the corrections were made to item #8, Amodei was spelled incorrectly, and on item #15.a, the vote was incorrect and was updated from 3-2 to 3-1.

3-1 Comm. Jacobson voted nay.
Comm. Jacobson moved to approve the resubmitted January 19, 2023 minutes.

Comm. Henderson seconded, and the motion passed 4-0.

14. Contracts
   14.a. For Possible Action: Approve Sciarani & Co. as the auditor for the County with the fiscal year costs for fiscal years 2023, 2024, and 2025 being $75,000, $77,500, and $80,000.
   - Lyon Co Audit Fee Proposal 2023-2025

15. Grants
   - CE GIA Geddes conference

16. Other Consent Items
   16.a. For Possible Action: Approve a budget transfer from General Fund contingency in the amount of $63,066 to purchase replacement battery systems for three mountaintop communication sites.

   16.b. For Possible Action: Approve a resolution of the Lyon County Board of Commissioners to designate signers on bank and investment accounts.
   - Resolution for Bank Account Signers

   16.c. For Possible Action: Review and accept claims and financial reports.
   - Claims Report 1-1-23 to 1-15-23
   - Cash Report 1-15-23

   The cash balance as of January 15, 2023 was $108,455,514.03. County claims totaled $1,400,769.92 and payroll totaled $1,580,025.75.

   16.d. For Possible Action: Review and accept travel claims.
   - Travel Report 1-1-23 to 1-15-23

   Travel claims totaled $2,308.88 as of January 15, 2023.

   **END OF CONSENT AGENDA**

Comm. Henderson moved to approve the consent agenda items #17.a. - 17.b. and Comm. Jacobson seconded.

Comm. Hockaday asked for public participation, there was none, and the motion passed 4-0.

17. PLANNING CONSENT ITEMS- (Action will be taken on all items)
17.a. For Possible Action: Approval to release the Improvement Bond, accept the Maintenance Bond and accept the Certificates of Completion, for the RIVERPARK PHSE 3, UNITS 16 & 17A, subdivision, located in Dayton, NV.

17.b. For Possible Action: Approval to release the Improvement Bond, accept the Maintenance Bond and accept the Certificate of Completion, for the TRADITIONS VILLAGE 1, PHASE 1, subdivision, located in Dayton, NV

**END OF PLANNING CONSENT ITEMS APPLICATIONS**

PUBLIC HEARING ON PLANNING ITEMS - (ACTION WILL BE TAKEN ON ALL ITEMS)

18. Planning

18.a. For Possible Action - To approve a Conditional Use Permit request from John Miles to allow for the expansion of a nonconforming use (single-family residential in the CC-Community Commercial, zoning district) for the purpose of constructing a detached garage at 155 Pike Street in the Comstock Historical District – Dayton (APN 006-052-02) PLZ-2022-189.

Senior Planner Bill Roth gave a summary of the applicant’s proposal, which included the construction of a detached, one-car garage with storage area, totaling approximately 368 square feet in size, in the rear yard of the property, which is located in the Comstock Historical District (Dayton Area). A proposed driveway measuring approximately 14 feet in width and 46 feet in length would connect the garage to the alleyway (24-feet width) that abuts the rear property line. The garage would be located 5 feet from both side property lines, similar to the existing house (circa 1908), which is set back 5 feet from the northern property line and 3 feet from the southern property line. The applicant owns the adjacent property to the south, which includes several small accessory buildings. The adjacent property to the north is owned by a separate party and includes a restaurant (Compadres Mexican Restaurant). Both adjacent properties are also zoned Community Commercial.

Commissioners and staff discussed how CUPs relate to commercial standards and the fact that the Historic District had already approved this CUP. There was also discussion about whether the Citizen Advisory Board had discussed this and the possibility of adding it to the reports in the future.

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

Comm. Jacobson moved to approve a Conditional Use Permit request from John Miles to allow for the expansion of a nonconforming use (single-family residential in the CC-Community Commercial, zoning district) for the purpose of constructing a detached garage at 155 Pike Street in the Comstock Historical District – Dayton (APN 006-052-02) PLZ-2022-189, based on the Findings listed in the staff report and subject to the following Conditions of Approval:
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.
3. 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 prior to issuance of a Building Permit.
4. All contractors doing any construction, modifications, or remodels must be licensed in the State of Nevada.
5. Exterior lighting for the garage, if any, shall be downward facing and shielded such that light is not shed onto adjacent properties.
6. 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 or to complete all work within two (2) years from the date of approval will result in the expiration of the conditional use permit approval.

Comm. Henderson clarified for the record that the motion was based on the findings and subject to the conditions of approval as listed in the staff report.

Comm. Keller seconded and the motion passed 4-0.

**END OF PLANNING APPLICATIONS**

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

19. Advisory Board
   19.a. For Possible Action: Appoint up to one (1) member to the Mound House Advisory Board, with a term expiring December 31, 2024.
       - Jeff Trowbridge, Application

Comm. Henderson moved to appoint Jeff Trowbridge to the Mound House Advisory Board, with a term expiring December 31, 2024.

Comm. Keller seconded and also questioned if spouses can be appointed to the same board and if this is a three or five person Advisory Board.

Advisory Board Liaison Erin Lopez answered that since it’s an advisory board they can, and it doesn’t stipulate they cannot in the Citizen Advisory Board Bylaws. The Mound House Advisory Board is a five member board.

Comm. Hockaday asked for public participation, there was none, and the motion passed 4-0.
20. County Manager

20.a. For Presentation Only: Presentation and update from Jeff Sutich, Executive Director of the Northern Nevada Development Authority (NNDA).

Jeff Sutich, Executive Director of the Northern Nevada Development Authority, gave a presentation and reviewed his staff, Tatjana Vukovic (Deputy Director), Amy Barnes (Director of Business Development), and Evelyn Wheeler (Office Manager). He gave a report of their vision and mission, and explained the five counties NNDA encompasses in the Sierra Region of Nevada. Jeff Sutich presented the strategic focus, the business development in from 2018 through 2022, and the community development in Lyon County. He also discussed workforce development, infrastructure, and NNDA’s programs.

20.b. For Possible Action: Approve the Resolution for Lyon County's proposal to exchange real property owned by Lyon County located at 158 Garnet Circle, Mound House, for real property owned by Central Lyon County Fire Protection District located at 56 Red Rock Road, Mound House, all for the purpose of establishing a community center in Mound House, and setting date for a public hearing on the proposed property exchange.

Andrew Haskin reported that Central Lyon County Fire Protection District has agreed to exchange property located in Mound House with Lyon County so that Lyon County can establish a community center at the property now owned by CLCFPD located at 56 Red Rock Road in Mound House. NRS 277.050 provides that the County can exchange property with another governmental entity. The County must approve a resolution at least two weeks before it holds a public hearing at which time the public can be heard regarding the proposed exchange. This is the first step in the process. CLCFPD will go through a similar process for transferring the property to Lyon County.

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

Comm. Henderson moved to approve the Resolution for Lyon County's proposal to exchange real property owned by Lyon County located at 158 Garnet Circle, Mound House, for real property owned by Central Lyon County Fire Protection District located at 56 Red Rock Road, Mound House, all for the purpose of establishing a community center in Mound House, and setting date of March 2, 2023 for a public hearing on the proposed property exchange.

Comm. Keller seconded and the motion passed 4-0.

20.c. For Possible Action: Approve a novation agreement to migrate the master services agreement and task orders from Farr West Engineering to DOWL Engineering.

Andrew Haskin reported that Farr West Engineering merged with DOWL Engineering, the combined company retained the DOWL name. This agreement migrates the master services agreement and the task orders for the Community Development Department, Utilities Department and the Roads Department to DOWL.
Comm. Jacobson moved to approve a novation agreement to migrate the master services agreement and task orders from Farr West Engineering to DOWL Engineering.


Comm. Hockaday asked for public participation, there was none, and the motion passed 4-0.

20.d. For Possible Action: Approve, deny or amend a Resolution of the Lyon County Board of Commissioners terminating a Declaration of Emergency that was declared in Resolution 23-02.

Comm. Hockaday stated for the record, on January 9th, 2023, the BOCC approved Resolution 23-02 Declaring an Emergency in response to the severe weather event/flooding. Lyon County was being threatened by a series of severe weather events with possible flooding that had the potential to destroy significant amounts of property and threaten the lives of Lyon County residents. This Resolution ends the Declaration for Lyon County.

Comm. Keller moved to approve a Resolution of the Lyon County Board of Commissioners terminating a Declaration of Emergency that was declared in Resolution 23-02 with a termination of January 17, 2023.

Comm. Henderson seconded and the motion passed 4-0.

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

21. District Attorney

21.a. For Possible Action: Acknowledgement of findings of fact and conclusions of law regarding open meeting law complaint OAG FILE NO.: 13897-420. The opinion from the Attorney General's Office is attached to the supporting materials.

District Attorney Steve Rye reported that an open meeting law complaint was filed against the BOCC relating to an agenda item on legislative matters. The Attorney General issued an opinion on January 16, 2023 finding the BOCC Agenda and action violated the Open Meeting Law. The opinion included some recommendations for how to address consideration of legislative items in the future. The NRS 241.0395 requires the BOCC to acknowledge the Findings of Fact and Conclusions of Law. DA Steve Rye clarified that the opinion is not required to be read into record, and that acknowledgement of receipt of the opinion is the action required. He reported a plan is being formulated to comply with the required changes provided as part of the opinion.

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

Comm. Keller acknowledged the findings of fact and conclusions of law regarding open meeting law complaint OAG FILE NO.: 13897-420. The opinion from the Attorney General's Office is attached to the supporting materials.

Comm. Henderson seconded and the motion passed 4-0.
22. Sheriff

22.a. For Possible Action: Approve a line item in the Lyon County Sheriff's Budget to accept and maintain donations to be utilized for the Junior Deputy Program.

Sheriff Brad Pope reported that the Junior Deputy Program will be launched for the Dayton High School on April 1st, 2023. Many Citizens are willing to donate money to help the program and expand it. The money raised would be utilized for supplies, uniforms for the participants, and program related activities etc.

Commissioners and staff discussed positive interactions between law enforcement and young people.

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

Comm. Henderson moved to approve a line item in the Lyon County Sheriff's Budget to accept and maintain donations to be utilized for the Junior Deputy Program.

Comm. Jacobson seconded and the motion passed 4-0.

23. Utilities

23.a. For Possible Action: Issue a Notice of Award to Aspen Developers Corporation for being the successful bidder on the 10-mile Hill Tank Project in Dayton, authorize a contract with an amount not to exceed $4,144,000.00 and authorize the Utilities Director to sign project-related documents. Project funding will come from the Dayton Water Fund.

Utilities Director David Bruketta reported that the 10-mile Tank Project (PWP LY-2023-007) included constructing approximately 6,500 linear feet of water transmission main, a one million-gallon water tank, electrical & telemetry, site grading, rock excavation, and a gravel access road to the tank site from Highway 50. On January 17, 2023, a bid opening was held and Aspen Developers Corp. was the apparent low bidder, with a bid price of $4,144,000.00. Engineers from DOWL reviewed the bid submission and performed a due diligence check and found Aspen Developers Corp. to be Responsive and Responsible and recommended a construction contract award. There were three (3) additional contractor's bids on the project: (1) Sierra Nevada Construction with a bid amount of $4,436,007.00. (2). Q&D Construction with a bid amount of $5,327,000.00. (3). MKD Construction with a bid amount of $5,692,050.00. The Engineers' opinion of the probable cost was $5,526,660.00.

Commissioners and staff discussed the disparity between the Engineers’ opinion of probable cost and the winning bid.

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

Comm. Keller moved to issue the Notice of Award to Aspen Developers Corporation for being the successful bidder on the 10-mile Hill Tank Project in Dayton, authorize a contract with an amount
not to exceed $4,144,000 and authorize the Utilities Director to sign project-related documents. Project funding will come from the Dayton Water Fund.

Comm. Henderson seconded and the motion passed 4-0.

24. Agenda Requests

There were none.

25. Commissioner Comments

Comm. Jacobson requested for the Roads Dept. to review and assess Amanda Brinnand’s concerns regarding further deterioration in that neighborhood.

Comm. Hockaday advised the community to be careful traveling with the snow and slippery roads.

26. Closed Session

There was a closed session at 10:33 a.m.

27. Public Participation

Comm. Hockaday called for public participation and there was none.

28. Adjourn

Comm. Hockaday adjourned the meeting at 11:04 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: February 16, 2023

Agenda Item Number: 14.a

Subject: For Possible Action: Approve Agreement with Thomson Reuters for public law library access at the District Court for the five years at the rate of $694 per month the first year, with 4% increases each year thereafter.

Summary: The Lyon County District Court uses Westlaw for online legal research for the public as required by the State.

Financial Department Comments: This is budgeted in the current fiscal year. Future budgets will reflect the price increase.

Approved As To Legal Form:

County Manager Comments:

Recommendation: Motion to Approve contract for Online Legal Research with Thomson Reuters as presented.

ATTACHMENTS
- Thomson Reuters District Court Contract
Order Form

Order ID: Q-05464272

Contact your representative reed.flatmann@thomsonreuters.com with any questions. Thank you.

Sold To Account Address
Account #: 1003582878
LYON COUNTY LAW LIBRARY
PATRON ACCESS ACCT
911 HARVEY WAY
YERINGTON NV 89447-2355 US

Shipping Address
Account #: 1003582878
LYON COUNTY LAW LIBRARY
PATRON ACCESS ACCT
911 HARVEY WAY
YERINGTON NV 89447-2355 US

Billing Address
Account #: 1003582878
LYON COUNTY LAW LIBRARY
PATRON ACCESS ACCT
911 HARVEY WAY
YERINGTON, NV 89447-2355 US

This Order Form is a legal document between Customer and

A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

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Thomson Reuters General Terms and Conditions for Federal Subscribers is located at https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

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<th>Product</th>
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Minimum Terms

Your subscription is effective upon the date we process your order (“Effective Date”) and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

At the end of the Minimum Term, we will notify you of any change in Monthly Charges at least 60 days before each 12-month term starts. Either of us may cancel the Post-Minimum Term subscription by sending at least 30 days written notice.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state’s law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government Customer, United States federal law will apply and any claim may be brought in any federal court.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys’ fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate (“Excluded Charges”). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering.
eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

For Law Enforcement Agencies and Correctional Facilities Only – No Inmate Westlaw or CLEAR Access (direct or indirect)
I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR; Subscriber’s responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber’s responsibility for providing West with prompt written notice if Subscriber’s type of use changes.

Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates’ legal representation). In no event shall anyone other than Subscriber’s approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber’s responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

Acknowledgement: Order ID: Q-05464272

<table>
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<tr>
<th>Signature of Authorized Representative for order</th>
<th>Title</th>
</tr>
</thead>
</table>

| Printed Name | Date |

This Order Form will expire and will not be accepted after 3/27/2023.
## Order ID: Q-05464272

Contact your representative reed.flaithman@thomsonreuters.com with any questions. Thank you.

### Payment, Shipping, and Contact Information

**Payment Method:** Bill to Account  
**Account Number:** 1003582878

**Shipping Information:**  
**Shipping Method:** Ground Shipping - U.S. Only

**Order Confirmation Contact (#28):**  
- **Name:** Andersen, Heidi  
- **Email:** handersen@lyon-county.org

**eBilling Contact:**  
- **Name:** Heidi Andersen  
- **Email:** handersen@lyon-county.org

### ProFlex Multiple Location Details

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<tr>
<td>Leon</td>
<td>Aberasturi</td>
<td><a href="mailto:laberasturi@lyon-county.org">laberasturi@lyon-county.org</a></td>
<td>EML PSWD CONTACT</td>
</tr>
<tr>
<td>Heidi</td>
<td>Andersen</td>
<td><a href="mailto:handersen@lyon-county.org">handersen@lyon-county.org</a></td>
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Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing.
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: February 16, 2023

Agenda Item Number:
15.a

Subject:
For Possible Action: Approve grant award amendment to redirect funds in the amount of $13,462 for additional training, from the State of Nevada, Department of Health and Human Services to provide assistance to individuals medically underserved who are at higher risk of exposure, infection, hospitalization.

Summary:
This grant award is to provide services to medically underserved, including racial and ethnic minority groups and people living in rural communities who are at higher risk of exposure, infection, hospitalization, and mortality. The goal is to address the COVID-19 health disparity as well as for future emergencies.
This amendment will redirect funding in the amount of $13,462 to training to allow for the purchase of training and materials for Employment & Budgeting Program training.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Approve grant award amendment to redirect funds in the amount of $13,462 for additional training, from the State of Nevada, Department of Health and Human Services to provide assistance to individuals medically underserved who are at higher risk of exposure, infection, hospitalization.

ATTACHMENTS
• FY23 FRC CDC Health Disparities Sub-award Amendment 1
**SUBAWARD AMENDMENT #1**

**Program Name:**
DHHS, Grants Management Unit, CDC Health Disparities

**Subrecipient Name:**
Lyon County Human Services CDC Health Disparities

**Address:**
400 W King St, Suite 300
Carson City, NV 89703

**Address:**
620 Lake Avenue
Silver Springs, NV 89429

**Subaward Period:**
10/01/2021 through 05/31/2023

**Amendment Effective Date:**
Upon approval by all parties.

---

**Program Name:**
DHHS, Grants Management Unit, CDC Health Disparities

**Subrecipient Name:**
Lyon County Human Services CDC Health Disparities

**Address:**
400 W King St, Suite 300
Carson City, NV 89703

**Address:**
620 Lake Avenue
Silver Springs, NV 89429

**Subaward Period:**
10/01/2021 through 05/31/2023

**Amendment Effective Date:**
Upon approval by all parties.

---

**Reason for Amendment:**
To provide accurate reimbursement under appropriate categories.

**Required Changes:**

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<th>Amended Language</th>
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<td>Total reimbursement through this subaward will not exceed $65,135.00. See attached Section C revised on 01/17/23</td>
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**Approved Budget Categories**

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<td>4. Equipment</td>
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<td>5. Contractual/Consultant</td>
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<td>6. Training</td>
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**Incorporated Documents:**

- Section B: Description of Services, Scope of Work and Deliverables revised on Enter Date (if applicable)
- Section C: Budget and Financial Reporting Requirements revised on 01/17/23 (if applicable)
- Section D: Request for Reimbursement revised on Enter Date (if applicable)
- Exhibit A: Original Notice of Subaward and all previous amendments

---

**By signing this Amendment, the Authorized Subrecipient Official or their designee, Bureau Chief and Administrator acknowledge the above as the new standard of practice for the above referenced subaward. Further, the undersigned understand this amendment does not alter, in any substantial way, the non-referenced contents of the original subaward and all of its attachments.**

**Signature**

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>David Hochaday, Chairman</td>
<td>Lyon County Board of Commissioners</td>
<td></td>
</tr>
<tr>
<td>Erika Pond, Social Services Chief</td>
<td>Grants Management Unit</td>
<td></td>
</tr>
<tr>
<td>Marla McDade Williams, Deputy Director</td>
<td>Grants Management Unit</td>
<td></td>
</tr>
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**Note:** This document should not contain any red text when completed
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: February 16, 2023

Agenda Item Number: 15.b

Subject: For Possible Action: Accept grant award from the State of Nevada, Division of Public and Behavioral Health, Bureau of Child, Family and Community Wellness in the amount of $305,744.00, to continue the Women, Infants, and Children (WIC) program.

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 staffing and support for operation of Dayton, Fernley, Silver Springs and Yerington's WIC clinics in Lyon County.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation: Accept grant award from the State of Nevada, Division of Public and Behavioral Health, Bureau of Child, Family and Community Wellness in the amount of $305,744.00, to continue the Women, Infants, and Children (WIC) program.

ATTACHMENTS
- FY23 Women Infants and Children Notice of Subaward
NOTICE OF SUBAWARD

Program Name: Women, Infants and Children Program (WIC)
Subrecipient's Name: Lyon County Health and Human Services

Address: 400 West King Street, Suite 305
Subaward Period: October 1, 2022, through September 30, 2023
Carson City, NV 89703

Subaward Period: October 1, 2022, through September 30, 2023

Subrecipient's Name: Lyon County Health and Human Services
Address: 620 Lake Ave/P.O. Box 1141
Silver Springs, NV 89429

Purpose of Award: Provide staffing and support to WIC clinic operations in Lyon County
Region(s) to be served: ☐ Statewide ☒ Specific County or counties: Lyon County

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<td>2. Travel</td>
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<td>6. Indirect Costs</td>
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Source of Funds: USDA, Food Nutrition Service (FNS).

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Agency Approved Indirect Rate: 6.7%
Subrecipient Approved Indirect Rate: N/A

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

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

Name | Signature | Date
---|---|---
Dave Hockaday, Chairman | | 
Lyon County Board of Commissioners | | 
Kyle Devine | | 
Health Bureau Chief, CFCW | | 
for Lisa Shemych | | 
Administrator, DPBH | |
STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD

SECTION A
GRANT CONDITIONS AND ASSURANCES

General Conditions

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

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

3. The Department or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the Department or Subrecipient from its obligations under this Agreement.
   - The Department may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the Department and Subrecipient.

4. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Work in Section B may only be undertaken with the prior approval of the Department. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, reports, or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Department, become the property of the Department, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.
   - The Department may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Department may declare the Subrecipient ineligible for any further participation in the Department's grant agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Department may withhold funding.

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 activity be excluded from participation in (including denial of benefits of) or be otherwise 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.


3. During the performance of this Agreement insofar as it relates to State administrative expenses, the State Agency agrees that:
   - 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 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, 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.
   - 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.
   - 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:
   - 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 any such rules, regulations, and orders.
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.

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 subcontract 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 subgrant 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. Subgrantee 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:
- Arbitration: This subgrant shall not be subject to arbitration.
- 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 50-day notice.
  b. Subgrantee 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. Subgrantee 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.
- Disqualification: Subgrantee 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.
- Participation Pending Appeal: Appealing an action does not relieve Subgrantee, while the appeal is in process, from the responsibility of continued compliance with the terms of this Subgrant.
- Final 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).
- Exceptions: Expiration of this subgrant and reduction in caseload due to insufficient funds shall not be subject to appeal.

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

7. TERMINATION:
- By Subgrantee: The Subgrant may be terminated by subgrantee prior to expiration by providing written notification to State WIC office provided that subgrantee continues to perform this subgrant during its term until such time as State WIC office is able to replace subgrantee with another provider of the services or until 120 days after notification of revocation, whichever occurs first.
- Availability of Federal Funds: This subgrant is contingent upon federal funding and will terminate if such funding becomes unavailable. State WIC office shall notify subgrantee immediately in writing of such termination.
- Cooperation: Subgrantee shall, upon notification of the termination of this subgrant 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.
- Liability Following Termination: Following receipt of notice of termination by State WIC office, subgrantee shall cease all WIC program operations as of the effective date of termination. Subgrantee shall be liable for any and all EBT cards issued by subgrantee after the effective date of termination of this subgrant, unless the issuance of such EBT cards is expressly authorize in writing by State WIC office.
STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD

- This subgrant agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subgrant 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 SUBGRANT:
- Both parties recognize that this subgrants validity and effectiveness are conditional upon availability of funds as provided for by Congress for the purposes of this program.
- It is mutually understood between the parties that this subgrant 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 subgrant were executed after October 1.
- This subgrant 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 subgrant 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 subgrant in any manner.
- It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this subgrant may be amended or terminated, to reflect any reduction in funding to the Nevada WIC program.

9. AUDIT:
- Subgrantee shall have an independent audit of its operations performed during the term of this subgrant. If the subgrantee spends 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 subgrantee will be subject to a penalty of up to the amount paid for the audit and Subgrant funding may be withheld.

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

11. WHOLE AGREEMENT:
- This subgrant 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; workers' compensation and employer's 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).


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 grantee's fiscal year must have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. To acknowledge this requirement, Section E of this notice of subaward must be completed.

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

Subaward Packet (BAA) Page 4 of 21

Agency Ref #: SG 25927

Revised 8/22
Revised Compliance with this section

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 § 67.510, as published at 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:

- 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, 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; or
  - 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 using 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.
## Description of Services, Scope of Work and Deliverables

WIC is the USDA Special Supplemental Nutrition Program for Women, Infants and Children (WIC) and provides nutrition and breastfeeding services and supplemental foods to pregnant women, new mothers, infants and children up to their fifth birthday. Offering nutrition education, personalized breastfeeding support, and referrals to other public health programs to support families.

Lyon County Health and 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 Health and Human Services

**Goal 1:** Provide consistent, safe and courteous operations of WIC approved services:

<table>
<thead>
<tr>
<th>Objective</th>
<th>Activities</th>
<th>Due Date</th>
<th>Documentation Needed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. General Operations</td>
<td>1. 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.</td>
<td></td>
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<td></td>
<td>• 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.</td>
<td>09/30/2023</td>
<td>1. Have current written agreements in place with health care providers (if applicable).</td>
</tr>
<tr>
<td></td>
<td>• Provide nutrition education services to participants, in compliance with 7CFR part 246.11 and FNS guidelines and instructions.</td>
<td></td>
<td>2. Maintain and have available for review, audit, and evaluation all criteria used for certification.</td>
</tr>
<tr>
<td></td>
<td>• Inform and facilitate the delivery of appropriate health services to WIC participants.</td>
<td></td>
<td>3. Maintain complete, accurate current documentation that accounts for program funds received and expended.</td>
</tr>
<tr>
<td></td>
<td>• Subrecipient 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.</td>
<td></td>
<td>4. Maintain comprehensive internal control procedures to ensure proper funds management and separation of duties when determining eligibility and issuing benefits.</td>
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<tr>
<td></td>
<td>• 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.</td>
<td></td>
<td>5. Maintain a computer back-up system that duplicates all record transactions on a daily basis, transmit transfer files daily.</td>
</tr>
<tr>
<td></td>
<td>• Prohibit drug use, alcohol use, and smoking in State WIC facilities where WIC functions are carried out.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| 2. Clinic Operations to include staff, facilities and equipment | 1. Subgrantee shall operate clinic(s) in accordance with the State WIC Policy and Procedure Manual and 7CFR part 246, incorporated herein by reference 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 WCGeneral@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. | 09/30/2023 | 1. Any change in clinic location, including opening of a new clinic, must be approved in writing by State WIC Office at least 60 days 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.  
2. 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:  
1. 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.  
2. 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 applicable, State of Nevada inventory tag number and/or subgrantee inventory tag number.  
3. 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 which exceed $5,000 and all purchases of computer hardware must receive prior written approval from State WIC Office by completing an Authorization to Purchase. |
### 3. Records Retention

1. 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.

1. 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.

2. 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 later.

### 4. Discrimination

1. 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.

1. 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,
2. Data Collection: Subgrantees shall comply with Federal Nutritional Services (FNS) requirements for the collection of racial and ethnic participation data.

3. Translation Services: Subgrantee shall take all reasonable steps to ensure 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 USDA's "I Speak Statements" for frontline staff to identify the languages of persons with limited English proficiency.

4. Employment: Subgrantee shall state in consideration for employment or for services, the total amount of all obligations pursuant to the subgrant, the WIC program agrees to pay monthly to subgrantee an amount for WIC services, the total not to exceed Three hundred five thousand seven hundred forty four (305,744) 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.

Goal 2: Growth and advancement of WIC participation

<table>
<thead>
<tr>
<th>Objective</th>
<th>Activities</th>
<th>Due Date</th>
<th>Documentation Needed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Caseload and Funding</td>
<td>1. Subgrantee agrees to provide the level of service to an estimated <strong>11,155</strong> yearly participants, while maintaining at least 60% staffing levels, at a maximum allowable reimbursement award of <strong>$385,744</strong>. 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 Three hundred five thousand seven hundred forty four (305,744) 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.</td>
<td>09/30/2023</td>
<td>1. 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. 2. 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).</td>
</tr>
</tbody>
</table>

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

Any activities performed under this subaward shall acknowledge the funding was provided through the Department by Grant Number 7NV700NV7 from the United States Department of Agriculture, Food and Nutrition Services; Women, Infants and Children Program.

Subrecipient agrees to adhere to the following budget:

BUDGET NARRATIVE-SFY23

<table>
<thead>
<tr>
<th>Total Personnel Costs</th>
<th>Annual Salary</th>
<th>Fringe Rate</th>
<th>% of Time</th>
<th>Months</th>
<th>Percent of Annual</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maria Elena Rodarte (Fernley), WIC Specialist, 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.</td>
<td>$55,971.00</td>
<td>58.657%</td>
<td>100.00%</td>
<td>12</td>
<td>100.00%</td>
<td>$88,802</td>
</tr>
<tr>
<td>Rebecca Boehner,(Dayton, Fernley) WIC Specialist, 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.</td>
<td>$50,774.00</td>
<td>59.548%</td>
<td>100.00%</td>
<td>12</td>
<td>100.00%</td>
<td>$81,009</td>
</tr>
<tr>
<td>Mirian Zarazua (Silver Springs/Yerington) WIC Specialist, 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.</td>
<td>$55,653.00</td>
<td>42.814%</td>
<td>100.00%</td>
<td>12</td>
<td>100.00%</td>
<td>$79,480</td>
</tr>
<tr>
<td>Carly Thom, Program Supervisor 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.</td>
<td>$57,757.00</td>
<td>56.113%</td>
<td>15.000%</td>
<td>12</td>
<td>100.00%</td>
<td>$13,526</td>
</tr>
<tr>
<td>Donna McCormick, Senior Office Assistant Facilitates participant traffic and appointment check-in, scheduling, support for needs not scheduled, and WIC Voter Registrations</td>
<td>$39,548.00</td>
<td>63.030%</td>
<td>20.000%</td>
<td>12</td>
<td>100.00%</td>
<td>$12,895</td>
</tr>
<tr>
<td>Calienn Pennine, Senior Office Assistant Facilitates participant traffic and appointment check-in, scheduling, support for needs not scheduled, and WIC Voter Registrations Subaward Packet (BAA) Revised 6/22</td>
<td>$45,552.00</td>
<td>48.540%</td>
<td>20.000%</td>
<td>12</td>
<td>100.00%</td>
<td>$13,533</td>
</tr>
</tbody>
</table>
STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC & BEHAVIORAL HEALTH  
NOTICE OF SUBAWARD

Candis Rogers, Senior Office Assistant  
Facilitates participant traffic and appointment check-in, scheduling, support for needs not scheduled, and WIC Voter Registrations

<table>
<thead>
<tr>
<th>Annual Fringe Rate</th>
<th>% of Time</th>
<th>Months</th>
<th>Percent of Annual</th>
<th>Amount Requested</th>
</tr>
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<tbody>
<tr>
<td>$14,380</td>
<td>100.00%</td>
<td></td>
<td>12</td>
<td>$14,380</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Fringe Cost</th>
<th>$106,501</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Budgeted FTE</td>
<td>3.75000</td>
</tr>
</tbody>
</table>

| Total Salary Cost: | $197,123 |

<table>
<thead>
<tr>
<th>Travel</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Out-of-State Travel</th>
</tr>
</thead>
<tbody>
<tr>
<td>NWA Annual Conference, Destination TBD</td>
</tr>
<tr>
<td>Cost</td>
</tr>
<tr>
<td>Airfare: cost per trip (origin &amp; designation) x # of trips x # of staff</td>
</tr>
<tr>
<td>Per Diem: $ per day per GSA rate for area x # of trips x # of staff</td>
</tr>
<tr>
<td>Lodging: $ per day + $ tax = total $ x # of trips x # of nights x # of staff</td>
</tr>
<tr>
<td>Parking: $ per day x # of trips x # of days x # of staff</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th># of Trips</th>
<th># of days</th>
<th># of Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>1</td>
<td>5</td>
<td>1</td>
</tr>
<tr>
<td>1</td>
<td>4</td>
<td>1</td>
</tr>
<tr>
<td>1</td>
<td>5</td>
<td>1</td>
</tr>
</tbody>
</table>

Justification: Division Manager, Jenna Dykes, to attend the NWA Annual Conference, Date and Destination TBD to network with WIC programs and research new techniques and marketing methods.

<table>
<thead>
<tr>
<th>Operating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contractual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total:</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Training</th>
</tr>
</thead>
<tbody>
<tr>
<td>NVIA Annual Conference</td>
</tr>
<tr>
<td>Total:</td>
</tr>
</tbody>
</table>

Justification: WIC staff will learn nutrition and breastfeeding education

<table>
<thead>
<tr>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total:</td>
</tr>
</tbody>
</table>

**TOTAL DIRECT CHARGES**  
$305,744

<table>
<thead>
<tr>
<th>Indirect Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indirect Rate:</td>
</tr>
<tr>
<td>Total:</td>
</tr>
</tbody>
</table>

Indirect Methodology: Subrecipient has chosen not to request indirect.

**TOTAL BUDGET**  
$305,744
**STATE OF NEVADA**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**DIVISION OF PUBLIC & BEHAVIORAL HEALTH**  
**NOTICE OF SUBAWARD**

**Applicant Name:** Lyon County Health and Human Services

**PROPOSED BUDGET SUMMARY**

---

**A.**

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

<table>
<thead>
<tr>
<th>FUNDING SOURCES</th>
<th>USDA</th>
<th>Other Funding</th>
<th>Other Funding</th>
<th>Other Funding</th>
<th>Other Funding</th>
<th>Other Funding</th>
<th>Program Income</th>
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<tr>
<td>SECURED</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$305,744.00</td>
</tr>
<tr>
<td>ENTER TOTAL REQUEST</td>
<td>$305,744.00</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**EXPENSE CATEGORY**

<table>
<thead>
<tr>
<th>Expense Category</th>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>$303,624.00</td>
<td>$303,624.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Travel</td>
<td>$1,720.00</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>$1,720.00</td>
</tr>
<tr>
<td>Operating</td>
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<td></td>
<td></td>
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<td></td>
<td>$0</td>
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<tr>
<td>Equipment</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td>Contractual/Consultant</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td>Training</td>
<td>$400.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td>$400.00</td>
</tr>
<tr>
<td>Other Expenses</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0</td>
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<tr>
<td>Indirect</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0</td>
</tr>
</tbody>
</table>

**TOTAL EXPENSE** $305,744.00

**These boxes should equal 0**

<table>
<thead>
<tr>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**TOTAL AGENCY BUDGET** $305,744.00

**Percent of Subrecipient Budget** 100%

**B. Explain any items noted as pending:**

**C. Program Income Calculation:**

---

Subaward Packet (BAA)  
Revised 8/22
STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD

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

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

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

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

- Total reimbursement through this subaward will not exceed $305,744.00
- Requests for Reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred;
- Additional expenditure detail will be provided upon request from the Department.
- Allowable Expense: Subgrantee shall be paid only for allowable expenses, as defined in the applicable regulations (OMB Uniform Guidance, Title 2, Subpart E- Cost Principles). It is the policy of the State Board of Examiners to restrict contractors/subgrantees travel 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; see State Administrative Manual (SAM) Sections 0200.0 and 0320.0. Standard mileage reimbursement rate will be at the current Nevada State per mile rate. WIC Program shall have the right to determine whether expenditures made by subgrantee from funds provided pursuant to this subgrant were made in accordance with the regulations, and to withhold payment or demand reimbursement of disallowed expenditures from subgrantee. Additional expenditure detail will be provided upon request from the Division.
- Nutrition Education Requirement: Subgrantee shall expend a minimum of one-sixth (1/6) of all funds provided in this subgrant for nutrition education by including Time and Effort Studies and Unit Breakdown forms with Request for Reimbursements. The State WIC Program shall have the right to determine if the subgrantee has fulfilled this requirement in accordance with the regulations, and to withhold payment from subgrantee for the difference between the amount expended on nutrition education and an amount equal to the one-sixth (1/6) of the total subgrant.
- Refunds: Subgrantee shall pay the State WIC program the amounts, including any interest thereon, of any and all refunds, rebates, credits, or other amounts accruing to or received by Subgrantee for services provided by Subgrantee in performance of this subgrant from any outside source to the extent that such amounts are allocable to costs for which Subgrantee has been or may be reimbursed by State WIC Program pursuant to this subgrant.
- All reports of expenditures and requests for reimbursements processed by the Division of Public and Behavioral Health are SUBJECT TO AUDIT.
- Audit Exceptions: Subgrantee shall pay to State WIC Program any and all amounts claimed for reimbursement of WIC program funds brought against subgrantee as a result of state or federal audits.
- Food Instrument Security: Subgrantee shall pay the State WIC Program any and all amounts equal to the value of EBT cards which were in their custody and were lost, misused, or otherwise diverted from WIC program purposes through negligence, fraud, theft, embezzlement, or unexplained causes. Subgrantee shall have an opportunity to submit evidence, explanation or information concerning alleged instances of non-compliance or diversion prior to a final determination being made by State WIC Program as to the imposition of this requirement.

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:

- To provide technical assistance, upon request from the Subrecipient;
- To provide prior approval of reports or documents to be developed;
- The Department reserves the right to hold reimbursement under this subaward until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the Department.

Both parties agree:

- The Subrecipient will, in the performance of the Scope of Work specified in this subaward, perform functions and/or activities that could involve confidential information; therefore, the Subrecipient is requested to fill out Section G, which is specific to this subaward, and will be in effect for the term of this subaward.
- All reports of expenditures and requests for reimbursement processed by the Department are SUBJECT TO AUDIT.
- The Division reserves the right to hold reimbursement under this subaward until any delinquent forms, reports and expenditure documentation are submitted to and accepted by the Division.
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.

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 D
Request for Reimbursement

<table>
<thead>
<tr>
<th>Program Name:</th>
<th>Subrecipient Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Women, Infants and Children Program (WIC) Bureau of Child, Family and Community Wellness</td>
<td>Lyon County Health and Human Services</td>
</tr>
<tr>
<td>Kareen Filippi / <a href="mailto:wicfiscal@health.nv.gov">wicfiscal@health.nv.gov</a></td>
<td>Shayla Holmes/sholmes@lyon-county.org</td>
</tr>
</tbody>
</table>

Address:
400 West King Street, Suite 305
Carson City, NV 89703

Subaward Period:
October 1, 2022-September 30, 2023

Address:
620 Lake Ave/P.O. Box 1141
Silver Springs, NV 84929

<table>
<thead>
<tr>
<th>FINANCIAL REPORT AND REQUEST FOR REIMBURSEMENT</th>
<th>(must be accompanied by expenditure report/back-up)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Month(s)</td>
<td>Calendar year</td>
</tr>
<tr>
<td>1. Personnel</td>
<td>$303,624.00</td>
</tr>
<tr>
<td>2. Travel</td>
<td>$1,720.00</td>
</tr>
<tr>
<td>3. Operating</td>
<td>$0.00</td>
</tr>
<tr>
<td>4. Equipment</td>
<td>$0.00</td>
</tr>
<tr>
<td>5. Contractual/Consultant</td>
<td>$0.00</td>
</tr>
<tr>
<td>6. Training</td>
<td>$400.00</td>
</tr>
<tr>
<td>7. Other</td>
<td>$0.00</td>
</tr>
<tr>
<td>8. Indirect</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total</td>
<td>$305,744.00</td>
</tr>
</tbody>
</table>

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

Authorized Signature
Title:
Date:

For Department Use Only

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

Reason for contact:

Fiscal review/approval date:

Scope of Work review/approval date:

Chief (as required):

Page 15 of 21

Subaward Packet (BAA) Revised 8/22
SECTION E
Audit Information Request

1. Non-Federal entities that expend $750,000.00 or more in total federal awards are required to have a single or program-specific audit conducted for that year, in accordance with 2 CFR § 200.501(a).

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

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

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

5. How often is your organization audited? Annually

6. When was your last audit performed? November 2022

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

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

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 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 not receiving retirement benefits under the Public Employees' Retirement System (PERS) during the duration of the subaward.

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

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

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

Name

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Services

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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 “Covered Entity”

and

Lyon County Health and Human Services

Hereinafter referred to as the “Business Associate”

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

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

WHEREAS, the Covered Entity 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.


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

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 Rules. 45 CFR 164.504(b).

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 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 incidences. 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 164.404 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 policy 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 164 and 42 USC 17935 and 17936. 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)(ii)(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.
STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC & BEHAVIORAL HEALTH  
NOTICE OF SUBAWARD

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 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 Information 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 to any Addendum addendum to a section of the HITECH Act, HIPAA, the Privacy Rule and Security Rule means the sections as in effect or as amended.

6. Survival. The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall survive the termination of this Addendum.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: February 16, 2023

Agenda Item Number:
15.c

Subject:
For Possible Action: Approve Notice of Subaward from the City of Fernley in the amount of $216,000.00 from the American Rescue Plan Act to fund activities and direct services for individuals directly impacted by the COVID-19 pandemic.

Summary:
This is American Rescue Plan Act funding through the City of Fernley to provide direct support to eligible Fernley community members that have been impacted by the COVID-19 pandemic through loss of work, loss of support systems, and direct impact from diagnosis or quarantine orders due to COVID-19.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Approve Notice of Subaward from the City of Fernley in the amount of $216,000.00 from the American Rescue Plan Act to fund activities and direct services for individuals directly impacted by the COVID-19 pandemic.

ATTACHMENTS

- FY23 Fernley American Rescue Plan Act Notice of Subaward
CITY OF FERNLEY
NOTICE OF SUBGRANT AWARD – AMERICAN RESCUE PLAN ACT: SLFRF FUNDS

<table>
<thead>
<tr>
<th>Grantor:</th>
<th>Subgrant Name:</th>
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<tbody>
<tr>
<td>City of Fernley</td>
<td>Lyon County</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Address:</th>
<th>Address:</th>
</tr>
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<tbody>
<tr>
<td>595 Silver Lace Blvd Fernley, NV 89408</td>
<td>27 South Main Street Yerington, NV 89447</td>
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<th>Subgrant Period:</th>
<th>Subgrant EIN#:</th>
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<td>December 1, 2022 – December 31, 2024</td>
<td>88-60000097</td>
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<th>Subgrant DUNS#:</th>
<th>Subgrant SAM CAGE CODE #:</th>
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**Reason for Award:** To fund activities and direct service for City of Fernley residents directly impacted by the COVID-19 pandemic or individuals eligible to receive funds from the US Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Final Rule.

**County(ies) to be served:** () Statewide (X) Specific local jurisdiction: City of Fernley

**Approved Budget Categories:**

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<tr>
<th>Category</th>
<th>Amount</th>
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<td>Personnel</td>
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<td>Supplies</td>
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<td>Training</td>
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<tr>
<td>Operating</td>
<td>$216,000.00</td>
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<td>Other</td>
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**Total Cost:** $216,000.00

**Disbursement of funds will be as follows:**

Payment will be made upon receipt and acceptance of an invoice and supporting documentation specifically requesting reimbursement for actual expenditures specific to this subgrant. Total reimbursement will not exceed $216,000.00 during the subgrant period.

<table>
<thead>
<tr>
<th>Source of Funds</th>
<th>Amount</th>
<th>% of Funds</th>
<th>CFDA#:</th>
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<tbody>
<tr>
<td>1. Coronavirus State and Local Fiscal Recovery Funds</td>
<td>$20,972,821.50</td>
<td>1.03%</td>
<td>21.027</td>
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</table>

**Terms and Conditions**

In accepting these grant funds, it is understood that:

1. Expenditures must comply with appropriate state and/or federal regulations.
2. This award is subject to the availability of appropriate funds.
3. Recipient of these funds agrees to stipulations listed in Sections A of this subgrant award.

**Authorized Subgrantee Official**

<table>
<thead>
<tr>
<th>Title: Chairman, Board of County Commissioners</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAME</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Title:</td>
<td></td>
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</table>

**Authorized Granting Official**

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Neal E. McIntyre</td>
<td>2/6/2023</td>
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NAME

<table>
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<tr>
<th>Title: MAYOR</th>
<th>NEAL E. McINTYRE</th>
</tr>
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</table>

April 2023
City of Fernley
NOTICE OF SUBGRANT AWARD
SECTION A
Assurances

As a condition of receiving subgranted funds from the City of Fernley, the Subgrantee agrees to the following conditions:

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

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

3. Subgrantee agrees to submit reimbursement requests for only expenditures approved in the proposal.

4. Approval of subgrant budget by the City of Fernley constitutes prior approval for the expenditure of funds for specified purposes included in this proposal. Requests to revise the approved subgrant must be made in writing and provide sufficient narrative detail to determine justification. Expenses that are incurred without prior City of Fernley approval may not be reimbursed. The City of Fernley has the authority to require an amendment for any change, but will generally follow these parameters in the process of determining whether an amendment is needed. The City would require a request and explanation for any changes to this proposal.

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

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

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

7. Subgrantee agrees to disclose any existing or potential conflicts of interest, as outlined in the City of Fernley Conflict of Interest Policy Statement, relative to the performance of services resulting from this subgrant award. The City of Fernley reserves the right to disqualify any grantees on the grounds of actual or apparent conflict of interest. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of funding.

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


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

11. Subgrantee certifies, by signing this subgrant, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp.19150-19211). This provision shall be required of every subgrantee receiving any payment in whole or in part from federal funds.

12. Subgrantee agrees, whether expressly prohibited by federal, state, or local law, or otherwise, that no funding associated with this subgrant will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
   a. any federal, state, county or local agency, legislature, commission, counsel, or board;
   b. any federal, state, county or local legislator, commission member, council member, board member, or other elected official;
   c. any officer or employee of any federal, state, county or local agency, legislature, commission, counsel, or board.
   d. failure to comply will result in disqualification of future funding and/or termination of current funding.

13. City of Fernley subgrants are subject to inspection and audit by representatives of the US Federal Treasury, as added by section 9901 of the American Rescue Plan Act ("ARP Act").
   a. verify financial transactions and determine whether funds were used in accordance with applicable laws, regulations and procedures;
   b. ascertain whether policies, plans and procedures are being followed;
   c. provide management with objective and systematic appraisals of financial and administrative controls, including information as to whether operations are carried out effectively, efficiently and economically;
   d. determine reliability of financial aspects of the conduct of the project; and

14. Any audit of Subgrantee's expenditures will be performed in accordance with Generally Accepted Government Auditing Standards to determine there is proper accounting for and use of subgrant funds. It is the policy of the City of Fernley (as well as a federal requirement as specified in CFR 200.501) that each grantee annually expending $750,000 or more in federal funds have a single audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. A copy of the final signed audit report must be sent to the City of Fernley, within six (6) months of the close of the Subgrantee's fiscal year. Failure to comply may result in consequences such as the withholding of reimbursement requests, disqualification of future funding and/or termination of current funding.

The City of Fernley's Policy requires that for subgrantees not required to have a single audit under CFR 200.501, at the least, a Limited Scope Audit on Agreed Upon Procedures must be conducted for that year by an independent, licensed Certified Public Accountant, using American Institute of Certified Public Accountants (AICPA) generally accepted auditing standards (GAAS) or attestation standards. A copy of the limited scope report must be sent to the City of Fernley, within six (6) months of the close of the Subgrantee's fiscal year. Failure to comply may result in consequences such as the withholding of reimbursement requests, disqualification of future funding, and/or termination of current funding.

15. Subgrantees shall adhere to the requirements of the American Rescue Plan Act and are required to have a Dun and Bradstreet Universal Number System (DUNS) if the subaward is $50,000 or more.

16. Subgrantee agrees to comply with the following:
   1) Provide a copy of audit reports within 30 days of acceptance by the organization's governing authority. This includes a copy of any corrective action resulting from discrepancies identified by the audit;
   2) Be a "smoke, alcohol, and other drug free" environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed;
   3) Have documentation on file verifying Nevada Repository and FBI background checks were conducted on all staff, volunteers, and consultants, if subgrantee serves minors with funds awarded through this subgrant;
4) Adopt and maintain a system of internal controls which results in the fiscal integrity and stability of the organization, including the use of Generally Accepted Accounting (GAAP) principles;

5) Comply with all applicable rules, regulations, requirements, guidelines, and policies and procedures contained within:
   a. 2 CFR 200 sections – All Uniform Guidance Related to Subawards
   b. Funding source requirements stated in the ARPA Interim Final Rule,
   c. Compliance with Sections 602 and 603 of the Social Security Act,
   d. All applicable state regulations and policies, and
   e. All terms listed within this award.

6) Approvals for financial assistance shall only be made based on evidence that there has been a direct impact by COVID-19, a negative economic impact, or to individuals deemed eligible by the US Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Final Rule.

17. LCHS will screen residents of the City of Fernley seeking assistance for COVID-19 ARPA funds.

18. LCHS will track all direct assistance for residents of the City of Fernley that have screened positive as impacted by the COVID1-9 pandemic.

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

20. Lyon County shall be liable to the City of Fernley and will pay back any amounts required and found to not be allowable by the City, auditors or others or found to have been reimbursed based on false information, a misrepresentation of facts or fraud.
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: February 16, 2023

Agenda Item Number:
16.a

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

Summary:
The Board of Commissioners has requested to review travel claims paid by the Comptroller’s office.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Approval Recommended

ATTACHMENTS
  • - Travel Report 1-16-23 to 1-31-23
## LYON COUNTY TRAVEL REPORT
### January 16-31, 2023

<table>
<thead>
<tr>
<th>Department / Name</th>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td><strong>Sheriff</strong></td>
<td></td>
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<tr>
<td>Christopher Bixby</td>
<td>CNT Training Seminar, Reno, NV, 5/1-5/3/2023 - Registration</td>
<td>310.95</td>
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<tr>
<td>William McDaniel</td>
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<td><strong>Dayton Justice Court</strong></td>
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<tr>
<td>Camille Vecchiarelli</td>
<td>NILJ Conference, Las Vegas, NV, 1/24/23 - 1/26/2023 - Travel &amp; Lodging</td>
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<td>Catherine Carmack</td>
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<td><strong>Juvenile Probation</strong></td>
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<td>Chris Gentine</td>
<td>Wilderness First Aid Training, Lake Tahoe, CA, 2/25-2/26/2023 - Registration</td>
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<td>Matt Clapham</td>
<td>ASP Instructor Cert, Las Vegas, NV, 12/11-12/15/2022 - Lodging</td>
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<td>Victoria Kubis</td>
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<td>Behavioral Health Summit, Las Vegas, NV, 1/18/2023 - Per Diem</td>
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<td>Mandy Bennett</td>
<td>Library Board Meeting,1/24/23 - Mileage</td>
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<td>Lynn Evans</td>
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<td>NNDA State of Counties Meeting, Carson City, 1/24-1/25/2023 - Mileage</td>
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<td>Alexandra Johnson</td>
<td>Interviews, 1/13/2023 - Mileage</td>
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<td>Darby Porter</td>
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<td>Dana Ulhorn</td>
<td>Library Board Meeting, 9/27/2022 - Mileage</td>
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<td><strong>Jail</strong></td>
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**Total:** 3,943.12
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: February 16, 2023

Agenda Item Number:
16.b

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

Summary:
Per NRS 244.210, the Board of Commissioners approves claims paid by the Comptroller’s office.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Approve claims as presented. Any claim being refused will be presented separately.

ATTACHMENTS
- Claims Report 1-16-23 to 1-31-23
- Cash Report 1-31-23
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<th>Governmental Funds</th>
<th>BILLS</th>
<th>PAYROLL</th>
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<td>Aid to Domestic Violence</td>
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<td>Justice Court Special Assessment</td>
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<td>District Court Restricted Fees</td>
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<td>Juvenile Probation Special Assessment</td>
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<td>911 Surcharge</td>
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<td>Component Unit Funds</td>
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<td>Central Lyon Vector Control District</td>
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<td>Walker River Weed Control District</td>
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<td>Silver Springs General Improvement District</td>
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<td>Willowcreek General Improvement District</td>
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<td>DNA Testing</td>
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<td>Silver Springs/Stagecoach Hospital</td>
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<td>Fernley Swimming Pool</td>
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<td>City of Fernley</td>
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<td>Mason Valley Artesia</td>
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<td>Churchill Valley Ground Water</td>
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<td>Truckee Carson Irrigation District</td>
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<td>Fernley Ground Water</td>
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<td>Brady Hot Springs Ground Water</td>
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<td>Lyon County School District</td>
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<td>Subtotal</td>
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<td>Lyon County</td>
<td>1,709,755.80</td>
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<td>TOTAL</td>
<td>1,902,569.70</td>
<td>1,238,983.08</td>
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## LYON COUNTY BALANCE
### Governmental Funds
- General: 21,044,723.74
- Park Construction Tax: 933,178.87
- Cooperative Extension: 488,684.98
- Unemployment: 430,908.88
- Room Tax: 121,810.58
- County Stabilization: 3,450,000.00
- Aid to Domestic Violence: 65.00
- DNA Testing: 1,117.50
- Western Nevada Regional Youth Center: 1,326,081.00
- Mason Valley Swimming Pool District: 2,758,012.81
- Silver Springs/Stagecoach Hospital: 1,952,226.43
- Fernley Swimming Pool District: 2,877,228.70
- City of Fernley: 1,276,347.56
- Mason Valley Fire Protection District: 2,758,012.81
- General Fund: 232,963.22
- Fair and Rodeo: 204,656.80
- Justice Court Special Assessment: 997,412.67
- District Court Restricted Fees: 743,877.33
- Library Gift: 13,347.06
- Mining Claim Map: 18,459.07
- 911 Surcharge: 557,045.44
- R T C: 16,413,306.24
- Road Improvement: 1,746,004.02
- Opioid Settlement: 463,354.04
- General Indigent: 354,242.68
- Medical Indigent: 4,177,212.92
- Senior Services: 694,111.73
- Senior Services Donations: 148,283.63
- Capital Improvements: 21,990,173.87

**Subtotal Governmental Funds:** 76,131,462.41

### Enterprise Funds
- Dayton Water Utility: 14,793,772.94
- Dayton Sewer Utility: 14,533,647.35

**Subtotal Enterprise Funds:** 29,327,420.29

### Component Unit Funds
- Mason Valley Mosquito Control District: 882,325.35
- Central Lyon County Vector Control District: 391,530.52
- Walker River Weed Control District: 197,494.45
- Silver Springs General Improvement District: 3,948,656.07
- Willowcreek General Improvement District: 694,620.64

**Subtotal Component Unit Funds:** 6,114,627.03

**Total Lyon County:** 111,573,509.73

**Total Custodial Funds:** 21,238,411.12

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

### SUMMARY

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<th>Category</th>
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<td>Custodial Funds</td>
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### BANK ACCOUNTS AND PETTY CASH

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<td>Fernley Swimming Pool Imprest</td>
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<td>Dayton Utilities Imprest</td>
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<td>Petty Cash</td>
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**TOTAL:** 132,811,920.85
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: February 16, 2023

Agenda Item Number:
17.a

Subject:
For Possible Action: Appoint up to two (2) members to the Debt Management Commission as a member at large, with terms expiring December 31, 2024.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

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

Contact Information:

Name: Charles E. Lawson

Address: 5265 Abilene Dr, Stagecoach, NV

Phone: 775-721-8654 Email: charleslawson016@gmail.com,

How long have you been a resident of Lyon County? 52 years

How many board or commission meetings have you attended in the last year? 2

List boards or commissions you presently serve on or have served on in the past including dates of service:

Lyon County Planning Commission 1968 - 1976

Lyon County Debt Management Commission 1980 to Present
Education and/or training relevant to the position you are applying for:

ASSOCIATE 2 yr degree Engineering. Twenty three yrs General engineering / Building Contractors
Twenty five years chairman SGED

Explain briefly why you would like to be appointed to this board or commission:

I would like to continue serving 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: [Signature]
Date: 12/16/2022

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: 12/16/2022

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: February 16, 2023

Agenda Item Number:
17.b

Subject:
For Possible Action: Appoint up to six (6) member to the Lyon County Fair Board, with terms expiring December 31, 2026.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- Charlotte Guthrie, Application
- Crystal White, Application
- Mindy Flarr, Application
- John Fielding, 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  ☐ Mound House Advisory Board
☐ Advisory Board to Manage Wildlife  ☐ Planning Commission
☐ Animal Control Advisory Board  ☐ Regional Transportation Board
☐ Central Lyon Park & Recreation Board  ☐ Room Tax Board
☐ Central Lyon Vector Control Board  ☐ Silver City Cemetery Board
☐ Dayton Regional Advisory Board  ☐ Silver City Advisory Board
☐ Dayton Valley Events Center Board  ☐ Silver Springs Advisory Board
☐ Debt Management Commission  ☐ Smith Valley Advisory Board
☐ Library Board of Trustees  ☐ Smith Valley Park & Recreation Board
☐ Lyon County Fair Board  ☐ Stagecoach Advisory Board
☒ Mason Valley Advisory Board  ☐ Walker River Weed Control Board
☐ Mason Valley Mosquito Abatement

Contact Information:

Name: Charlotte E. Guthrie
Address: 518 Pearl St. Yergerent Nevada 89447
Phone: 775-431-3360  Email: rayguthrie@hotmail.com

How long have you been a resident of Lyon County? Since July 2021

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:

New to the Committee Process.
Education and/or training relevant to the position you are applying for:
To use skills I learned as an x-ray technologist to disscuse and evaluate what approach to use to perform and accomplish the task at hand. Communication skills to determine the problem, and what I need to get results. To use appropriate

Explain briefly why you would like to be appointed to this board or commission:
We are new to the area, in joining the committee would give us a chance to get to know people and do something for 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: Charlotte F. Mathew
Date: Dec 1 2022

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: Charlotte F. Mathew
Date: Dec 1 2022

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
Date: Nov 18, 2022

From: Charlotte F. Guthrie
518 Pearl St, Yerington, NV 89447
775-344-8416, Cell 775-430-3601

To: Lyon County Fair Board

Subject: To fill one of the open positions on the Lyon County Fair Board

I am applying for the open board position in the Rodeo Section of the Fair. I live in Yerington with my husband and granddaughter. I am a retired X-ray technologist. We are fairly new to the area. We moved to Nevada to be closer to relatives.

Joining the board would give us a chance to get to know people and do something for the community. I have been involved in events such as: cooking for military functions, running errands, sewing quilts, crocheting and knitting hats and scarfs for the homeless and children displaced from their parents. I have raised chickens, sheep, goats, and annually plant a vegetable and flower garden.

I would be an asset to the board by bringing in new ideas and assisting in helping resolve areas that might need a second look. I would work with everyone to continue having the best fair in the state. I look forward to working with you on all aspects of fair activities.

Sincerely,

Charlotte F. Guthrie

Charlotte Guthrie
December 9, 2022

To Whom It May Concern:

The Lyon County Fair Board has reviewed and discussed the letter from Charlotte Guthrie to fill one of the open spots on the Fair Board. The board feels she will be an asset and bring great things to the Lyon County Fair board.

The Lyon County Fair board makes the recommendations to appoint Charlotte Guthrie to the Lyon County Fair Board.

Thank You

Lisa Tibbals
Secretary
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: CRYSTAL WILDE
Address: 600 GABBS VERINUTON
Phone: 775-684-9514 Email: juntunenee@yahoo.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? ☒

List boards or commissions you presently serve on or have served on in the past including dates of service:

LYON COUNTY FAIR BOARD
Education and/or training relevant to the position you are applying for:

- Have served on board for 8 years and have learned more and more each year.
- Have attended Western Fair Convention 3 years learning new fair industry.

Explain briefly why you would like to be appointed to this board or commission:

See attached letter

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: 11-14-2022

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: __________________

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 Fair Board

November 16, 2022

Dear Lyon County Fair Board,

I would like to submit my letter for re-appointment to the Lyon County Fair Board. I have served on the board for the past 8 years and have enjoyed working with a great board. I believe I bring a positive and team player attitude to the board. I have watched the Fair grow and would like to continue working to increase our attendance, bring bigger and more fun ideas to the fair and to work hard to create a successful and hometown fair in Lyon County.

I hope you will consider me for re-appointment to the Lyon County Fair Board.

Sincerely

Crystal White
December 9, 2022

To Whom It May Concern:

The Lyon County Fair Board has discussed, voted and make the recommendation to reappoint (3) board members to serve another term on the Fair board.

John Fielding
Mindy Flarr
Crystal White

Thank You

Lisa Tibbals
Secretary
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: Mandy Haas
Address: 404 Shepley St. Yerington.
Phone: ____________________________ Email: mandybrandt@gmail.com

How long have you been a resident of Lyon County? ____________________________

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

List boards or commissions you presently serve on or have served on in the past including dates of service:

☐ 4th Board 2022 -

________________________________________

________________________________________

________________________________________

________________________________________
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 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: 1-20-23

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: ________________________

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
Mindy Flaar
404 Shipley Dr
Yerington, NV 89447
Mindylbrandt@gmail.com

Dear Fairboard,

I really enjoyed being on the fairboard this past year and would like to continue to be on it. I hope that I helped in every area that I could and was an asset to the board and its members. Thank you for being such an amazing board to work and learn with.

Sincerely,

Mindy Flaar
December 9, 2022

To Whom It May Concern:

The Lyon County Fair Board has discussed, voted and make the recommendation to reappoint (3) board members to serve another term on the Fair board.

John Fielding
Mindy Flarr
Crystal White

Thank You

Lisa Tibbals
Secretary
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: John Fielding
Address: 343 State Route 339, Yerington, NV 89447
Phone: 775-463-3254   Email: Fielding929@hotmail.com

How long have you been a resident of Lyon County? [Blank]

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

List boards or commissions you presently serve on or have served on in the past including dates of service:

Lyon County Fair Board
Education and/or training relevant to the position you are applying for:

Existing Member

Explain briefly why you would like to be appointed to this board or commission:

Already Member

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: 11/14/23

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: ________________

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.gov
John Fielding  
343 State Route 339  
Yerington, NV 89447  
(775) 463-3254  
fielding509@hotmail.com  

To Whom It May Concern:  

My name John Fielding, and I am currently a member of the Lyon County Fair Board. I have been advised that my term is about to expire and am requesting that I remain on the board for another term. Thank you for reading my letter and considering reupping my term. I am available any time by phone.  

Sincerely,  

[Signature]  

John Fielding
December 9, 2022

To Whom It May Concern:

The Lyon County Fair Board has discussed, voted and make the recommendation to reappoint (3) board members to serve another term on the Fair board.

John Fielding
Mindy Flarr
Crystal White

Thank You

Lisa Tibbals
Secretary
Agenda Item Number:
17.c

Subject:
For Possible Action: Appoint up to one (1) member to the Mason Valley Mosquito Abatement Advisory Board.

Summary:
There are no defined terms with this board.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- Beverly Smith, 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  ☐ Mound House Advisory Board
☐ Advisory Board to Manage Wildlife  ☐ Planning Commission
☐ Animal Control Advisory Board  ☐ Regional Transportation Board
☐ Central Lyon Park & Recreation Board  ☐ Room Tax Board
☐ Central Lyon Vector Control Board  ☐ Silver City Cemetery Board
☐ Dayton Regional Advisory Board  ☐ Silver City Advisory Board
☐ Dayton Valley Events Center Board  ☐ Silver Springs Advisory Board
☐ Debt Management Commission  ☐ Smith Valley Advisory Board
☐ Library Board of Trustees  ☐ Smith Valley Park & Recreation Board
☐ Lyon County Fair Board  ☐ Stagecoach Advisory Board
☐ Mason Valley Advisory Board  ☐ Walker River Wood Control Board
☐ Mason Valley Mosquito Abatement

Contact Information:

Name: Beverly Smith

Address: 300 East Walker Rd., Yerington, NV 89447

Phone: 775-720-5480 Email: beywessmith@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? 0

List boards or commissions you presently serve on or have served on in the past including dates of service:
Chamber of Commerce 1999-2004 (?) President for 3 of those years.
Education and/or training relevant to the position you are applying for:
None

Explain briefly why you would like to be appointed to this board or commission:
I have lived in this valley for 27 years. From 1997 to 2003 I lived on Almond Drive, off of Bybee Lane, the mosquitoes out there were terrible. Since 2003 I have lived at the south end of Mason Valley and the mosquitoes are much more manageable where I live now. I would like to be a part of the board that controls the mosquito population in this valley. They spread diseases and are a nuisance in general. I have seen horses covered in welts from mosquito bites. We have horses and spend a great deal of time outside in the summer. I have been looking for a board to serve on that would be in line with our lifestyle and I feel that this one would be a good fit.

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: [Date]

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: [Date]

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: February 16, 2023

Agenda Item Number:

18.a

Subject:
For Possible Action: Review and approve a contract with Silver State Government Relations for government relations services and to work with Walker and Associates for the remainder of the 82nd Session of the Nevada Legislature, with an estimated cost of $10,000.00 to be funded from a contingency budget transfer.

Summary:
Silver State Government Relations submitted a letter of interest and a draft contract to be Lyon County’s second lobbyist at the Nevada Legislature. The contract is for $2,000.00 per month through June 30th, 2023.

Financial Department Comments:
This was not budgeted, so it would need to be funded from a General Fund contingency budget transfer.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- SSGR Letter of Intent
- Silver State Government Relations for Government Relations Services Contract
January 19, 2023

Andrew Haskin
Lyon County
27 S. Main Street
Yerington, NV 89447

Re: Letter of intent for government relations work

Dear Mr. Haskin,

This communication is to serve as a letter of intent for Silver State Government Relations (SSGR) to engage Lyon County for government relations services. SSGR shall provide advice and consultation services with respect to matters concerning Lyon County in connection with Nevada’s 82nd Legislative Session beginning February 6, 2023, the interim legislative session, and other matters of regional significance potentially affecting Lyon County. The services included, but are not limited to:

- Preparing documents;
- Research and fiscal analyses for legislative committees;
- Meeting with legislators and legislative representatives;
- Monitor legislative committees and statewide financial committees; and
- Monitor and provide updates of pending legislation and legislative committee work.

SSGR agrees to work with and at the guidance of Mary and Steve Walker of Walker & Associates, the current contract lobbyist engaged by the County, at a rate of $2,000 per month. SSGR is willing to begin work immediately, prior to the signature of this contract, to hasten preparation efforts for the upcoming legislative session. This contract will terminate June 30, 2023 but may be renewed or amended.

If you have any questions, please contact me at (775) 230-0247 or at will@ssgr.us. We look forward to hearing from you and are excited at the prospect of working with Lyon County.

Sincerely,

William Adler
Principal
Silver State Government Relations
Contract for Lobbyist Services
Between
Lyon County
and
Silver State Government Relations

THIS AGREEMENT is entered into by and between Silver State Government Relations, legislative and government relations lobbyists, together with its successors and assigns, as an independent contractor, hereinafter referred to as “Contractor” and Lyon County, a political subdivision of the State of Nevada, hereinafter referred to as “County.”

Whereas County is authorized to enter into Contracts with Independent Contractors.
Whereas it is both necessary and in the best interests of County to enter into the Contract.
Now therefore, in consideration of the aforesaid promises, the parties mutually agree as follow:

1. **DEFINITIONS.** “County” means Lyon County, a political subdivision of the State of Nevada.

2. **CONTRACT TERM.** This Contract shall be effective from [SIGNATURE DATE] to the completion of the project, unless sooner terminated by either party as specified in paragraph eight (8).

3. **NOTICE.** Unless otherwise specified, termination shall not be effective until 30 calendar days after a party has served written notice of termination for default, or notice of termination without cause upon the other party. All notices or other communications required or permitted to be given under the 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 address specified above.

4. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: Scope of Work
5. **COMPENSATION** for services rendered Contractor shall receive the following compensation:

   a. **$2,000 per month** commencing in **January 20, 2023**.
   
   b. This contract will terminate **June 30, 2023** if neither party chooses to terminate the contract before that date pursuant to Paragraph 8.
   
   c. If parties agree to extend the contract related to additional work to that in the “Scope of Work” Attachment, contract term may be extended and/or changed by mutual agreement.
   
   d. Contract can be renewed in **2025** or expanded for additional legislative work upon the request of County.

6. **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.

7. **INSPECTION & AUDIT.**

   a. **Books and Records.** Contractor agrees to keep and maintain true and complete records, contracts, books, and documents as are necessary to fully disclose to County, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

   b. **Inspection and 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 documentations, 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 an auditor.

8. **CONTRACT TERMINATION.**

   c. **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.

   d. **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 County materially breaches any material duty under this Contract and any such breach impairs Contractor’s ability to perform.

b. **Time to Correct.** Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph three (3), and the subsequent failure of the defaulting party within fifteen (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.

c. **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 County;

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

iv. Contractor shall preserve, protect and promptly deliver into county possession all proprietary information.

9. **ASSIGNMENT AND BINDING EFFECT.** This Agreement shall be binding on and shall inure to the benefit of the respective successors and assigns of the Contractor and County subject to the rights of the parties to terminate said Agreement as provided herein, but no assignment of this Agreement or any payments provided to be made hereunder shall be effective without written consent from the other parties.

10. **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.
11. **INDEPENDENT CONTRACTOR.** Contractor is associated with 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 County whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and 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 County; (4) participation or contributions by either Contractor or County to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by 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 County. County and contractor shall evaluate the nature of services and the term of the Contract 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.

12. **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.

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

14. **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 County.
15. **CONFIDENTIALITY.** Parties shall keep confidential all information, in whatever form, produced, prepared, observed or received by the receiving party pursuant to this Contract to the extent that such information is confidential by law or otherwise required by this Contract.

16. **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 County.

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

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

__________________________________________  Date 1-17-22
William Adler, Principal, Silver State Government Relations

__________________________________________  Date 1-17-22
Andrew Haskin, County Manager, Lyon County
Attachment A

Scope of Work

1. Develop a legislative agenda.
   1. Meeting with County officials and staff to develop goals and objectives.
   2. Identifying legislation, which County wishes to pass either with or without amendments.
   3. Identifying legislation, which County wishes to defeat.
   4. Contacting key legislators to assist in either passing or defeating legislation.

   1. Monitoring legislative developments through the LCB’s bill tracking system. Reading of relevant bills drafts and amendments.
   2. Speaking to legislators to determine which legislation he or she thinks is important; and speaking to Legislators to determine which legislation may not pass.

3. Communicating with County.
   1. SSGR will prepare a monthly memorandum concerning legislative activity which impact County.
   2. SSGR shall keep in touch by e-mail or telephone with County, so County knows on a day-to-day basis what is occurring at the Legislature.

4. Assistance to County doing presentations.
   1. SSGR will help County officials in preparing testimony for a hearing. This includes preparing written remarks and exhibits.

5. Out of Session Activities.
   1. Attending receptions for political candidates.
   2. Attending interim study committees, which are examining issues relevant to County.
   3. Monitoring changes in regulations, which may impact County.
   4. Communicating with legislators either by telephone or in person.

Contractor shall provide advice and consultation services with respect to matters concerning Lyon County in connection with the 82nd Session of the Nevada Legislature and the interim legislative session, and other matters of regional significance potentially affecting Lyon County. The services will include, but are not limited to:

- preparing documents;
- research and fiscal analyses for legislative committees;
- meeting with legislators and legislative representatives;
- monitoring legislative committees and statewide financial committees; and
- monitoring and providing updates of pending legislation and legislative committee work.
Meeting Date: February 16, 2023

Agenda Item Number:
18.b

Subject:
For Possible Action: To discuss and provide direction to the County Manager regarding legislation for the 82nd session of the Nevada Legislature, Legislation includes Assembly Bill 63, Assembly Bill 68, Assembly Bill 92, Assembly Bill 103, Senate Bill 64, and Senate Bill 81.

Summary:
BDR Information: https://www.leg.state.nv.us/App/NELIS/REL/82nd2023/Bdrs/List

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

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Agenda Item Number:
19.a

Subject:
For Possible Action: Approve Lyon County Treasurer to open a new sweep account with Wells Fargo Bank.

Summary:
Upon approval of the board commissioners and the onboarding process with the bank, the transfer and new account will allow for an increase in interest income from a portion of 1.65% per annum to 4.03% per annum based on January, 2023 reports.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Approve Treasurer to open a new Sweep Account with Wells Fargo Bank

ATTACHMENTS
  •
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: February 16, 2023

Agenda Item Number:
20.a

Subject:
For Possible Action: Authorization for County Manager and Facilities Director to take the steps necessary for Lyon County to operate the Stagecoach Community Center, including, but not limited to, notifying the present operator that the Lease is officially terminated and expired and that Lyon County intends to take over April 1, 2023, and authorizing the County Manager or Facilities Director to sign any correspondence or other documents necessary to complete the transition back to Lyon County management of the Stagecoach Community Center.

Summary:
Lyon County has leased the Stagecoach Community Center for several years. Lyon County staff is recommending that the County take over the Community Center. The lease expired and the lessor has continued to operate the facility. Lyon County is prepared to resume the management of the Community Center April 1, 2023. The staff is asking for BOCC authorization to transition back to county management of the Community Center.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Approve transition of operation of the Stagecoach Community Center to Lyon County and authorize the County Manager or Facilities Director to sign any documents necessary to transition the management.

ATTACHMENTS

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Lyon County Board of County Commissioners Agenda Summary

Meeting Date: February 16, 2023

Agenda Item Number:
21.a

Subject:
For Possible Action: Approve the creation of two Building Inspector positions and one Plans Examiner position as well as the purchase of three new vehicles, to be funded for the remainder of the fiscal year through a budget transfer from the General Fund contingency for $267,992.

Summary:
Lyon County is under contract with an engineering firm for building inspection and plan review services. For the next upcoming fiscal year, the cost of the contract would be $579,000. Better pricing is not likely to be available through other firms. Bringing these services in-house would at this point be more cost-effective. The annual cost of providing these services in-house would be approximately $425,000, excluding vehicle purchases (which would add an additional up-front cost of approximately $120,000). The savings should thus be approximately $34,000 in the first year and larger in subsequent years. This move would also give Lyon County more control over service delivery and would eliminate any potential issues regarding compliance with DOL and IRS regulations concerning independent contractor/employee classifications. As regards the timing of this transition, the contract with the engineering firm allows for early termination by Lyon County, and the engineering firm has represented it will work constructively with Lyon County through the transition; accordingly, we would like to begin recruiting for these positions immediately and phase out of the contracted service as we hire staff to fill the positions.

Financial Department Comments:
This would be funded from a budget transfer from the General Fund contingency. There should also be some budget savings in the current year from discontinuing contracted services, but it is recommended to authorize the full amount from contingency.

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Approve the creation of two Building Inspector positions and one Plans Examiner position as well as the purchase of three new vehicles, to be funded for the remainder of the fiscal year through a budget transfer from the General Fund contingency for $267,992.

ATTACHMENTS
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Agenda Item Number:
22.a

Subject:
For Possible Action: Approve Interlocal Agreement between Lyon County and Lyon County School District for the continued joint use of the Smith Valley Library for a term of four (4) years.

Summary:
Lyon County and Lyon County School District entered into a twenty (20) year agreement in 2003 for a joint use library in Smith Valley. The SV Friends of the Library were also part of the agreement and contributed to the project. The School District built the building and the County furnished and provided books. The library is used by the public and the school. The project has been successful and the parties desire to extend the agreement. The School District has requested a four (4) year extension. The Agreement has been revised to eliminate the construction portions. The School District Board of Trustees will also need to review and approve the agreement.

Financial Department Comments:
The utility costs allocated to the County are budgeted in the current fiscal year.

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Approve Agreement

ATTACHMENTS
- Interlocal agreement with LCSD and Lyon County for the use of the SV Library 2003
- Interlocal agreement with LCSD and Lyon County for the use of the SV Library 2023
INTERLOCAL AGREEMENT

THIS Agreement, made and entered into this 20th day of March, 2003, by and between LYON COUNTY, a political subdivision of the State of Nevada (hereinafter County), for the benefit of the Lyon County Library System, and the LYON COUNTY SCHOOL DISTRICT, a political subdivision of the State of Nevada (hereinafter District). For purposes of this Agreement, reference to Lyon County Library, unless otherwise clearly stated, shall include County.

WITNESSETH:

WHEREAS, County and District are public agencies authorized pursuant to NRS 277.180 to contract with each other to perform any governmental service;

WHEREAS, County and District desire to design, construct and operate a library which will be jointly used by County and District;

WHEREAS, the joint use of the library by County and District is in the best interests of the citizens of Lyon County;

WHEREAS, District has a site available at the Smith Valley School for the joint use library;

WHEREAS, County, District, and the Smith Valley Friends of the Library, a tax exempt organization, have agreed to commit funding to support the design, construction and operation of the joint use library.

WHEREAS, the parties will provide more efficient
services by entering into this Agreement.

NOW THEREFORE, based upon the mutual covenants and conditions and the promises set forth herein, the parties hereby agree as follows:

I. General:

A. The Library shall be open for use to District students, faculty and administrators and members of the general public, in accordance with policies and procedures developed by the parties.

B. The parties intend to equitably fund the design, construction and operation of this joint use library. The parties agree to act in good faith to achieve the equitable funding of the library.

C. The primary purpose of the Library shall be to serve the informational needs of the students, faculty and general public equally. Use of this facility for public and District activities may be scheduled by the mutual agreement of the parties and pursuant to the District’s policies and procedures for use of District facilities.

D. Standards for the operation of the Library shall be generally consistent with the standards established for the operation of other County library facilities, including hours of operation, staff qualifications, materials selection guidelines and circulation policies, giving due consideration to the function of the library as a school library, and further subject to the provisions of this agreement and the operations
manual. District may enforce District policies and its Code of Conduct for students in the library during school hours.

II. Design and Construction:

A. District, County and LIBRARY shall work in conjunction with the architect chosen by the parties to design the joint use library to meet the needs of both parties. The design of the facility shall comply with all local, state and federal law.

B. District, in consultation with County and LIBRARY, shall coordinate construction of the project as a public works project pursuant to Chapter 338 of the Nevada Revised Statutes. District shall be responsible for all aspects of construction, including, but not limited to, supervising the preparation of the bid documents, soliciting bids, receiving bids, opening bids, reviewing bids, awarding the bid, if appropriate, and letting the contract. District is responsible for supervising the construction of the project.

C. District shall contribute not less than three hundred thousand dollars ($300,000.00) nor more than three hundred fifty thousand dollars ($350,000.00) for the design and construction of the library. District agrees to commit those funds in the 2002-2003 and 2003-2004 fiscal years.

D. County agrees to contribute two hundred fifty thousand dollars ($250,000.00) for the design and construction of the library. County agrees to commit those funds in the 2002-2003 fiscal year. District has separately executed a
donation agreement with the Smith Valley Friends of the Library wherein the Smith Valley Friends of the Library have agreed to donate money for this project.

III. Ownership of the Building:

A. District shall own the building during all phases of construction and after County issues the certificate of occupancy.

IV. Furnishings:

A. The parties agree that each party and the Friends of the Library will provide movable furniture and appropriate Library accessory items, including but not limited to: book shelves, tables, chairs and study carrels. Each party owns the items they provide for the useful life of the item. All such items must remain in this joint use facility until either the item is replaced or the joint use is terminated, whichever occurs first.

V. Equipment and Supplies:

A. The parties shall negotiate in good faith to determine responsibility for the acquisition, repair and maintenance of equipment. In general, equipment related to the standard operation of the branch library shall be the responsibility of County and equipment related to the standard operation of the school library shall be the responsibility of District.

B. Each party shall have a continuing obligation to provide such equipment, furnishings, library materials and
supplies necessary for the proper operations of the library.

VI. Automation and Telecommunication:

A. The library will use the automated circulation and on-line catalog system that is presently used in the County public library system. The appropriate equipment and amount of equipment will be determined and purchased by County, unless otherwise agreed by the parties.

B. District shall provide, at no cost to County, a T-1 line and other telecommunications equipment necessary to operate the automated circulation system, the public access computers, and on-line catalog system.

VII. Staffing:

A. The parties agree to provide staffing at current levels and in accordance with state law.

B. District will use its best efforts to provide a certificated librarian during school hours. The certificated librarian shall meet all District requirements and the requirements of state and federal law. District agrees to have at least one qualified employee present whenever the school is using the library.

C. County agrees to provide the staffing necessary to operate the library pursuant to the hours in the operations manual. County agrees to provide the services of a qualified librarian.

D. A review of staffing levels will be conducted annually by County and District to determine appropriate levels
for the operation of the library. Staffing may be adjusted as
necessitated by usage, demand or financial constraints.

E. All employees at the joint-use library shall meet
the qualifications of employment required by their respective
employers, including any required background checks. All
employees must meet the minimum requirements of NRS 391.100.
Nothing in this Agreement shall be construed to abrogate or
enlarge any collective bargaining Agreement of the parties.

F. The Library Director shall be responsible for the
overall supervision and scheduling of the County staff. The
Smith Valley School Principal is responsible for supervision
and scheduling of District staff.

G. No employee at the library may be an employee of
both District and County. No employee shall be deemed an
employee of both District and County because of employment at
the joint use library.

VIII. Maintenance and Repair:

A. District shall be responsible for maintaining the
physical library facility, including but not limited to all
heating, ventilation and air-conditioning equipment, plumbing,
carpeting, interior and exterior paint, as applicable; build-
ins. Costs will be shared by the County and the District for
painting or carpet replacement that fall outside the District’s
regularly scheduled maintenance or replacement policy.

B. District shall be responsible for janitorial
services during the school year and the County shall be
responsible for janitorial services during the summer.

C. Utility costs for electricity and telecommunications shall be shared by the District and the County based on hours of public and school use.

D. County shall be responsible for the maintenance, repair, and replacement of library equipment provided by County. Any cost incurred pursuant to this paragraph shall be paid by County.

E. Except as otherwise provided in this Agreement, the party which owns, or is responsible for providing any particular items or equipment shall be responsible for maintaining it in serviceable, operating condition or replacing it as necessary.

IX. Materials Collections:

A. The materials collections of the library will be selected and acquired according to the County and District Materials Policies in effect at the time of selection and acquisition. In the event of a disagreement over specific acquisitions, a final resolution will be determined by the Joint Library Advisory Council.

X. Ownership of Property and Materials:

A. Each party shall own any and all personal property it pays for pursuant to the terms of this Agreement. Upon expiration or termination of this Agreement, each of the Parties shall be entitled to the exclusive possession and control of the personal property it owns and may use or dispose
of the property as it sees fit and in accordance with local, state and federal law. The parties agree to clearly identify the owner on each item of personal property. Any items without identification will be the property of County at the expiration or termination of this Agreement.

XI. Operations:

A. District and Library Board shall jointly develop an operations manual that is site specific for the joint use library facility, which, once completed and approved by both parties, is included herein by reference, to govern daily operations of the facility. Such operations manual may be amended from time-to-time by the mutual written consent of the District and Library Board. The operations manual shall be in compliance with all applicable District policies and regulations and Lyon County Library Policies and Procedures.

B. The Library Director shall be responsible for responding to all complaints of the public pertaining to the operation of the library. The Principal shall be responsible for responding to complaints concerning the physical premises, including premises security, and student behavior.

XII. Budget and Finance:

A. The Library Director and a representative of District shall meet annually during the budget process to discuss operating and capital budgets for the library, and they shall recommend any actions necessary to carry out the terms of this Agreement and to efficiently operate the joint use
library. The budget for this facility will be included in the annual budgets prepared by the parties.

B. The parties retain the right to audit the accounts of the other party relating to the library operations.

XIII. Term:

A. This Agreement shall be effective for a period of twenty (20) years from the date of approval of the Agreement by all parties. The Agreement may be extended upon a mutual agreement of the parties and in compliance with all applicable laws.

XIV. Termination:

A. If District terminates this Agreement for any reason within ten (10) years from the date of execution of the Agreement by all parties, District shall reimburse County its full investment of TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000.00). If District terminates the Agreement on or after ten years from the date of execution of the Agreement by all parties, District shall reimburse County five percent (5%) of County's total investment of TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000.00) for each full year remaining on the original twenty (20) year term of the Agreement.

B. If County terminates this Agreement for any reason within ten (10) years from the date of execution of the Agreement by all parties, County is entitled to no reimbursement for its investment in the project. If County terminates the Agreement on or after ten (10) years from the
date of execution of the Agreement by all parties, District shall reimburse County five percent (5%) of County’s total investment of TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000.00) for each full year remaining on the original twenty (20) year term of the Agreement.

C. At termination of the Agreement for any reason, County shall have ninety (90) days to remove its equipment, supplies, materials and other property from the library. The County is entitled to keep the Library open to the public for a period of forty-five (45) days after termination.

D. District shall own the building and property at the termination of this Agreement unless otherwise agreed to by the parties.

XV. Joint Library Advisory Council:

A. A joint library advisory council shall be created for the purpose of analyzing the policies of the library to insure prompt attention to potential problems or concerns. The group shall be advisory in nature and shall report to the Library Director and the Smith Valley School Principal. The Trustees of the School District and Library District have final authority in any matter related to operation of the joint use library.

B. The library advisory council shall have five voting members: one faculty member from Smith Valley Schools chosen by the Principal; one parent of a student at Smith Valley Schools chosen by the PTA or parent group; one Library
Board of Trustees member designated by the Library Board; one member of the public from Smith Valley, chosen by the Smith Valley Advisory Board; and, a librarian chosen by the Library Director. Each member shall serve a term of two (2) years. The Library Director serves as an ex-officio member of the library advisory council.

The initial terms of the advisory council shall be decided by lot, with two (2) members serving one (1) year terms and three (3) members serving two (2) year terms. Thereafter all members shall serve for a term of two (2) years and appointments shall be made as provided in this Agreement.

C. The Library Advisory council shall select from its members a chairman and vice-chairman. The term for these offices shall be one year.

D. All meetings of the library advisory council shall be conducted in accordance with the Nevada Open Meeting law. The Library Director, or designee, is responsible for preparing and posting the agenda, compiling any information necessary for the meeting, and taking minutes.

E. The library advisory council shall meet and report to their respective Boards at least three (3) times per year.

XVI. Insurance:

A. District agrees, at its sole expense, to maintain property insurance on the building to the same extent that it insure its other facilities, and in an amount no less than the
cost of the building and improvements. District shall maintain property insurance on its personal property in the library.

B. County shall maintain property insurance on its personal property located in the library.

C. Both parties agree to maintain liability and workers' compensation insurance necessary to cover the operations at the joint use facility. The minimum amount of such public liability coverage shall be two million dollars ($2,000,000.00).

D. County and District hereby mutually waive their respective rights of recovery against each other for any loss insured by property insurance coverage existing for the benefit of the respective parties.

E. The County's responsibility shall be primary or designated as primary in respect of the acts and omission of its employees and the general operation of the library.

F. The District's responsibility shall be primary or designated as primary in respect of the acts and omissions of its employees and any school related activities.

XVII. Indemnification:

A. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent
or willful acts of omission of the party, its officers, employees and agents. Such obligations shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any person or party described in this paragraph.

B. The indemnification obligation under this Paragraph is conditioned upon receipt of written notice by the indemnifying party within thirty (30) days of the indemnified party’s actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys’ fees or costs for the indemnified party’s chosen right to participate with legal counsel.

XVIII. Independent Public Agencies:

A. The parties are associated with each other for the purposes as set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party 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 one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other
party.

XIX. Cooperation:

A. The parties hereto agree to provide to the other such mutual assistance and cooperation to enable the terms and conditions of this Contract to be carried out with the least expenditure of time, personnel and funds.

XX. Integration:

A. This Contract embodies the entire understanding between the parties. There are no terms, covenants or conditions, express or implied, other than those set forth herein. This Contract supersedes all earlier negotiations, understandings and Contracts between the parties and represents the sole intentions of the parties.

XXI. Amendment:

A. This Contract may only be amended by a Contract between the parties, in writing, and executed with the same formality of this Contract.

XXII. Interpretation: This Contract shall be interpreted according to the laws of the State of Nevada.

XXIII. Severability:

A. 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.
XXIV. Waiver of Breach:

A. Failure to declare a breach of 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 remedies or rights as to any other breach.

XXV. Notices:

Whenever a notice is required or permitted to be given, it shall be given in writing and delivered to the other party either personally or by regular mail to:

County:

Library Director
20 Nevin Way
Yerington, NV 89447

District:

Superintendent
25 E. Goldfield Ave.
Yerington, NV 89447

THIS Contract approved and accepted by the Board of Lyon County Commissioners acting through its duly authorized chairman, this 20th day of March, 2003.

BOARD OF LYON
COUNTY COMMISSIONERS

Attest:

Nikki Bryan

Clerk
THIS Contract approved and accepted by the Lyon County School District Board of Trustees acting through its duly authorized chairman, this 12th day of August, 2003.

LYON COUNTY SCHOOL DISTRICT

[Signature]
CHAIRMAN

Attest:

[Signature]
Clerk
INTERLOCAL AGREEMENT

EXTENDING THE JOINT USE AGREEMENT FOR THE SMITH VALLEY LIBRARY

THIS Agreement, made and entered into this _______ day of ____________, 2023, by and between LYON COUNTY, a political subdivision of the State of Nevada (hereinafter County), for the benefit of the Lyon County Library System, and the LYON COUNTY SCHOOL DISTRICT, a political subdivision of the State of Nevada (hereinafter District). For purposes of this Agreement, reference to Lyon County Library, unless otherwise clearly stated, shall include County.

WITNESSETH:

WHEREAS, County and District are public agencies authorized pursuant to NRS 277.180 to contract with each other to perform any governmental service;

WHEREAS, County and District desire to operate a library which will be jointly used by County and District;

WHEREAS, the joint use of the library by County and District is in the best interests of the citizens of Lyon County;

WHEREAS, District and County have jointly operated the library located at Smith Valley School since the parties entered into an agreement to do so in 2003, and the parties desire to extend the Agreement and jointly operate and use the Smith Valley Library on the terms provided herein;

WHEREAS, County, District, and the Smith Valley Friends of the Library, a tax exempt organization, committed funding to establish and support the operation of the joint use library. The County and District agree to commit funding for the continued joint use and operation of the Smith Valley Library;
WHEREAS, the parties will provide more efficient services by entering into this Agreement.

NOW THEREFORE, based upon the mutual covenants and conditions and the promises set forth herein, the parties hereby agree as follows:

I. General:

A. The Library in order to meet the Nevada minimum public standards for libraries shall be open for use to District students, faculty and administrators and shall be open to members of the general public a minimum of 20 hours per week in accordance with and NRS statues and policies and procedures developed by the parties.

B. The parties intend to equitably fund the operation of this joint use library. The parties agree to act in good faith to achieve the equitable funding of the library.

C. The primary purpose of the Library shall be to serve the informational needs of the students, faculty and general public equally. Use of this facility for public and District activities and hours may be scheduled by the mutual agreement of the parties and pursuant to the District’s policies and procedures for use of District facilities. Any conflicts shall be mediated by the Joint Use Library Council.

D. Standards for the operation of the Library shall be generally consistent with the standards established for the operation of other County library facilities, including hours of operation, staff qualifications, materials selection guidelines and circulation policies, giving due consideration to the function of the library as a school library, and further subject to the provisions of this agreement and the operations manual. District may enforce District policies and its Code of Conduct for its students in the library during school hours.

II. Ownership of the Building:
A. District maintains ownership of the building.

B. All modifications or additions to the facility must meet the approval of the Lyon County Library Board of Trustees and the Lyon County School Board.

III. Furnishings, Equipment, and Supplies:

A. The parties agree that each party will provide movable furniture and appropriate Library accessory items, including but not limited to: book shelves, tables, chairs and study carrels. Each party owns the items they provide for the useful life of the item. All such items must remain in this joint use facility until either the item is replaced or the joint use is terminated, whichever occurs first.

B. The parties shall negotiate in good faith to determine responsibility for the acquisition, repair and maintenance of equipment. In general, equipment related to the standard operation of the branch library shall be the responsibility of County and equipment related to the standard operation of the school library shall be the responsibility of District.

C. Each party shall have a continuing obligation to provide such equipment, furnishings, library materials and supplies necessary for the proper operations of the library.

IV. Automation and Telecommunication:

A. The library will use the automated circulation and on-line catalog system that is presently used in the County public library system. The appropriate equipment and amount of equipment will be determined and purchased by County, unless otherwise agreed by the parties.

B. If requested, the district shall provide, at no cost to county, a T-1 line and other telecommunications equipment necessary to operate the automated circulation system, the public access computers, and on-line catalog system.
C. The Lyon County Library will supply Wi-Fi for use by the public.

V. Staffing:

A. The parties agree to provide staffing in accordance with state law.

B. District agrees to have at least one qualified employee present whenever the school is using the library.

C. County agrees to provide the staffing necessary to operate the library pursuant to the hours in the operations manual. County agrees to provide the services of a qualified staff member in accordance with minimum public library standards/NRS.

D. A review of staffing levels will be conducted annually by the joint library advisory council with possible recommendations to the Library Board of Trustees and the Smith Valley Principal in order to determine appropriate levels for the operation of the library. Staffing may be adjusted as necessitated by usage, demand or financial constraints.

E. All employees at the joint-use library shall meet the qualifications of employment required by their respective employers, including any required background checks. All employees must meet the minimum requirements of NRS 391.100. Nothing in this Agreement shall be construed to abrogate or enlarge any collective bargaining Agreement of the parties.

F. The Library Director shall be responsible for the overall supervision and scheduling of the County staff. The Smith Valley School Principal is responsible for supervision and scheduling of District staff.
G. No employee at the library may be an employee of both District and County. No employee shall be deemed an employee of both District and County because of employment at the joint use library.

VI. Maintenance and Repair:

A. District shall be responsible for maintaining the physical library facility, including but not limited to all heating, ventilation and air-conditioning equipment, plumbing, carpeting, interior and exterior paint, as applicable; built-ins. Costs will be shared by the County and the District for painting or carpet replacement that fall outside the District's regularly scheduled maintenance or replacement policy.

B. District shall be responsible for janitorial services during the school year and the County shall be responsible for janitorial services during the summer.

C. Utility costs for electricity and telecommunications shall be shared by the District and the County based on hours of public and school use.

D. County shall be responsible for the maintenance, repair, and replacement of library equipment provided by County. Any cost incurred pursuant to this paragraph shall be paid by County.

E. Except as otherwise provided in this Agreement, the party which owns, or is responsible for providing any particular items or equipment shall be responsible for maintaining it in serviceable, operating condition or replacing it as necessary.

VII. Materials Collections:

A. The materials collections of the library will be selected and acquired according to the County and District Materials Policies in effect at the time of selection and acquisition. In the event of a
disagreement over specific acquisitions, a final resolution will be determined by the joint library advisory council.

VIII. Ownership of Property and Materials:

A. Each party shall own any and all personal property it pays for pursuant to the terms of this Agreement. Upon expiration or termination of this Agreement, County shall own all of the personal property and District shall own the building.

IX. Operations:

A. District and Library Board shall jointly develop an operations manual that is site specific for the joint use library facility, which, once completed and approved by both parties, is included herein by reference, to govern daily operations of the facility. Such operations manual may be amended from time-to-time by the mutual written consent of the joint library advisory council. The operations manual shall be in compliance with all applicable District policies and regulations and Lyon County Library Policies and Procedures.

B. The Library Director shall be responsible for responding to all complaints of the public pertaining to the operation of the library. The Principal shall be responsible for responding to complaints concerning the physical premises, including premises security, and student behavior.

C. The Community Meeting Room in the library will follow the policy set forth in the Lyon County School District, Community Use of School District Facilities—LCSD policy KG with the exception that non-profit, non-fee based community users shall be exempt from fees.

X. Budget and Finance:
A. The joint library advisory council shall recommend any budget or financial matters to the Library Board and School Board which the advisory council deems necessary to carry out the terms of this Agreement and to efficiently operate the joint use library. The budget for this facility will be included in the annual budgets prepared by the parties.

B. The parties retain the right to audit the accounts of the other party relating to the library operations.

XI. Term:

A. This Agreement shall be effective for a period of four (4) years from the date of approval of the Agreement by all parties.

XII. Termination:

A. Either party may terminate this agreement for the following reasons: (1) by mutual agreement of the parties; (2) if for any reason state and/or federal funding ability to satisfy the terms of this Agreement is withdrawn, limited, or impaired; (3) Unilaterally by either party without cause which is effective on December 31 of the second year after the terminating party has provided notice of its intent to unilaterally terminate the contract.

B. At termination of the Agreement for any reason, County shall have ninety (90) days to remove its equipment, supplies, materials and other property from the library. The County is entitled to keep the Library open to the public for a period of forty-five (45) days after termination.

C. District shall own the building and real property and County shall own the personal property at the termination of this Agreement unless otherwise agreed to by the parties.

XIII. Joint Library Advisory Council:
Revised 8-23-2022

A. A joint library advisory council shall be created for the purpose of analyzing the policies of the library to insure prompt attention to potential problems or concerns. The group shall be advisory in nature and shall report to the Library Director and the Smith Valley School Principal. The Trustees of the School District and Library District have final authority in any matter related to operation of the joint use library.

B. The joint library advisory council shall have five voting members: one faculty member from Smith Valley Schools chosen by the Principal; one parent of a student at Smith Valley Schools chosen by the PTA or parent group; one Library Board of Trustees member designated by the Library Board; one member of the public from Smith Valley, chosen by the Smith Valley Advisory Board; and, the library director or an appointed designee. Each member shall serve a term of four (4) years. There are no term limits.

C. The Library Advisory council may select from its members a chairman, vice-chairman and a secretary. The term for these offices shall be one (1) year.

D. All meetings of the joint library advisory council shall be conducted in accordance with the Nevada Open Meeting law. The Library Director, or designee, is responsible for preparing and posting the agenda, compiling any information necessary for the meeting. The secretary shall be responsible for the minutes.

E. The library advisory council shall meet and report to their respective Boards at least one (1) time per year or as necessary.

XIV. Insurance:
A. District agrees, at its sole expense, to maintain property insurance on the building to the same extent that it insures its other facilities, and in an amount no less than the cost of the building and improvements. District shall maintain property insurance on its personal property in the library.

B. County shall maintain property insurance on its personal property located in the library.

C. Both parties agree to maintain liability and workers’ compensation insurance necessary to cover the operations at the joint use facility. The minimum amount of such public liability coverage shall be two million dollars ($2,000,000.00).

D. County and District hereby mutually waive their respective rights of recovery against each other for any loss insured by property insurance coverage existing for the benefit of the respective parties.

E. The County’s responsibility shall be primary or designated as primary in respect of the acts and omission of its employees and the general operation of the library.

F. The District’s responsibility shall be primary or designated as primary in respect of the acts and omissions of its employees and any school related activities.

XV. Indemnification:

A. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless and defend, not excluding the other’s right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys’ fees and costs, arising out of any alleged negligent or willful acts of omission of the party, its officers, employees and agents. Such obligations shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any person or party described in this paragraph.
B. The indemnification obligation under this Paragraph is conditioned upon receipt of written notice by the indemnifying party within thirty (30) days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees or costs for the indemnified party's chosen right to participate with legal counsel.

XVI. Independent Public Agencies:

A. The parties are associated with each other for the purposes as set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party 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 one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

XVII. Cooperation:

A. The parties hereto agree to provide to the other such mutual assistance and cooperation to enable the terms and conditions of this Contract to be carried out with the least expenditure of time, personnel and funds.

XVIII. Integration:

A. This Contract embodies the entire understanding between the parties. There are no terms, covenants or conditions, express or implied, other than those set forth herein. This Contract supersedes all earlier negotiations, understandings and Contracts between the parties and represents the sole intentions of the parties.
XIX. Amendment:

A. This Contract may only be amended by a Contract between the parties, in writing, and executed with the same formality of this Contract.

XX. Interpretation:

A. This Contract shall be interpreted according to the laws of the State of Nevada.

XXI. Severability:

A. 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.

XXII. Waiver of Breach:

A. Failure to declare a breach of 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 remedies or rights as to any other breach.

XXIII. Notices:

Whenever a notice is required or permitted to be given, it shall be given in writing and delivered to the other party either personally or by regular mail to:

County:
Library Director
20 Nevin Way
Yerington, NV 89447
District:
Superintendent
25 E. Goldfield Ave.
Yerington, NV 89447

THIS Contract approved and accepted by the Board of Lyon County Commissioners acting through its duly authorized chairman, this _____ day of __________, 2023.

BOARD OF LYON
COUNTY COMMISSIONERS

________________________
CHAIRMAN

Attest: __________________________
Clerk

THIS Contract approved and accepted by the Lyon County School District Board of Trustees acting through its duly authorized chairman, this 24 day of January, 2023.

LYON COUNTY SCHOOL DISTRICT

________________________
CHAIRMAN

Attest: __________________________
Clerk
For Possible Action: Accept donation in the amount of $500.00 from a private citizen to be used to purchase items to assist individuals experiencing homelessness in Lyon County.

Summary:
This donation was made by Bonnie Coker, a private citizen of Lyon County to make purchases to assist individuals experiencing homelessness in Lyon County.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Accept donation in the amount of $500.00 from a private citizen to be used to purchase items to assist individuals experiencing homelessness in Lyon County.

ATTACHMENTS
- Donation for Homelessness Assistance
Date: January 17, 2023

To: Lyon County Human Services

From: Bonnie Coker

Re: Donation to Homeless Project

I have donated $500 to be used to assist the Lyon County Human Services Homeless project. This would be used to support individuals experiencing homelessness through the year. The discretion to how the funds are to be used is up to the staff that is working on this project.

If you have any questions you can contact me at bcoker62@gmail.com.