LYON COUNTY BOARD OF COUNTY COMMISSIONERS
THURSDAY, MAY 01, 2025
9:00 AM
LYON COUNTY ADMINISTRATIVE COMPLEX
27 S. MAIN STREET
YERINGTON, NV 89447

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

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

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

AGENDA

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

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

The Board reserves the right to take items in a different order to accomplish business in the most efficient manner. Items may be combined for consideration and items may be pulled or removed from the agenda at anytime.

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

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

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

1. Roll Call

2. Invocation - *given by Garry Leist of Calvary Chapel Dayton Valley*

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. Commissioners/County Manager reports

7. Elected Official's reports

7.a. For Report Only: Dayton Township Justice Court Statistics Report
- March 2025 - Criminal and Civil Statistics

8. Appointed Official's reports

8.a. For Report Only: A report from the Lyon County Community Development Department summarizing current Code Enforcement activity, including statistics on case volume, types of violations, compliance rates, and ongoing enforcement efforts.
- Lyon County Code Enforcement - Quarterly Report

8.b. For Report Only: A report from the Lyon County Community Development Department providing an update on current projects, as well as statistical data related to building permits and planning applications for the month of April.
- Lyon County Community Development - April 2025 Report

9. Advisory Board reports

10. 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.

10.a. For Possible Action: Review and accept claims and financial reports.
- Claims Report 4-1-25 to 4-15-25
- Cash Report 4-15-25

10.b. For Possible Action: Review and accept travel claims.
- Travel Report 4-1-25 to 4-15-25

10.c. For Possible Action: Approve the changes on Assessor's tax roll due to correction in assessments and review of tax roll changes.
- Secured Factual Corrections
- Unsecured Factual Corrections

10.d. For Possible Action: Approve the April 17, 2025 minutes.
- April 17, 2025 Minutes

10.e. For Possible Action: Approve Interlocal Contract Amendment with Nevada Division of Health Care Financing and Policy (DHCFP) and Nevada Division of Welfare and Supportive Services in the amount not to exceed $4,484,650.61, to pay non-federal share of the costs for Aged, Blind, and Disabled recipients in institutional care, and clients eligible for State Waiver services related to independent living.
- FY24-26 Medicaid Match Lyon County Contract Amendment #1

10.f. For Possible Action: Approve the adjusted grant award from the State of Nevada Department of Sentencing Policy, for FY25 Nevada Local Justice Reinvestment Grant Reentry Support Program, in the amount of $39,284 with a match of $11,742.
- FY25 Adjusted Nevada Local Justice Reinvestment Grant, Reentry Support Program

10.g. For Possible Action: Approve a grant award amendment to adjust the funding amount to the FY25 Women, Infants, and Children (WIC) program award from the Division of Public and Behavioral Health from $164,569 to $324,801.
- FY25 Women Infants & Children Notice of Subaward Amendment 2

10.h. For Possible Action: Accept a subaward amendment to the Family Planning Grant with the Nevada Department of Health and Human Services, Division of Public & Behavioral Health, to deobligate $4,858 from the FY25 awarded amount of $27,540, with the final amount being $22,682.
- FY25 Family Planning Grant Award Amendment #1

10.i. For Possible Action: Accept grant award from Aging and Disability Services Division, State of Nevada, for FY2025 Nutrition Services Incentive Program in the amount of $17,175.
- FY25 Nutrition Services Incentive Program Grant Award

10.j. For Possible Action: Approve a Right-of-Way Grant renewal from the Bureau of Land Management on a portion of APN 016-381-03 for the sewer plant.
- NVN046963 ROW grant

10.k. For Possible Action: Accept the donation of a tree and the installation worth $500 to be planted in the Santa Maria Park in memory of Kay Winters from the Desert Gardeners Club of Carson City.
- Desert Garderners Club donation

10.l. For Possible Action: Approve renewal agreement with Westlaw for legal research subscription for the District Attorney's Office for a three year term at the rate of $2,376 per month for the first year, $2,447.28 per month for the second year and $2,520.70 per month for the third year, and authorize the County Manager to sign amendments to reduce the monthly amount based on the attorneys in the district attorney's office using the service based on actual staffing levels.

- Lyon County DA - 8 attorney Precision renewal West Order Form 2025-04-21

10.m. For Possible Action: Approve up to $20,000 of Park Construction Tax funds for the Dressler Park Arena for the installation and spreading of additional soil to make the arena safe for the horses and riders. This was approved by the Smith Valley Park and Recreation Board at their April 7, 2025 meeting.

- CAB letter of transmittal SVPark Arena Footing 250407

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

11. Comptroller

11.a. For Possible Action: Approve a contract with Paul Cavin Architect LLC for professional design services for the Justice Complex secure parking lot expansion for a total fee of $62,500.

- Contract with Paul Cavin Architect LLC

12. District Attorney

12.a. For Possible Action: Approve Instrastate Interlocal Agreement between the Department of Health and Human Services, Division of Welfare and Supportive Services, and the Lyon County District Attorney, Child Support Division for the period July 1, 2025 through June 30, 2029, with the State agreeing to pay $2,651,519 to Lyon County for the provision of child support services.

- State Contract

12.b. For Possible Action: Approve engagement with McDonald Carano Law Firm to provide legal services to Lyon County for complex zoning, planning and community development issues.

- Engagement Letter with McDonald Carano - Lyon County (Land Use Matters)

12.c. For Possible Action: Approve Settlement Agreement and Release of All Claims made by and among Christopher K. Miller, Lyon County Sheriff Employee Association and Lyon County.

13. Human Resources

13.a. For Possible Action: Approve plans for employee health, dental, vision, and life insurance coverage effective July 1, 2025, and authorize the Human Resources Director to sign associated contracts.

- Presentation
- Health Insurance Rate Calculation Sheet

14. Clerk/Treasurer

14.a. For Possible Action: Approve a contract with the Nevada Secretary of State through June 30, 2026 to support costs and required services to procure a voter Registration database and Election Management System.

- SOS Interlocal Agreement

15. Facilities

15.a. For Possible Action: Approve a contract to the lowest responsible and responsive bidder, Cerris Systems Reno, Inc., in the amount of $55,000 to replace the Dayton Senior Center Heating, Ventilation, and Air Conditioning (HVAC) system from the existing budget of $52,000 and from a budget transfer of $3,000 out of the General Fund contingency.

- Cerris Systems Contract for Dayton Senior Center HVAC Replacement
- RHP Dayton SC quote Apr 2025
- Ropers Dayton SC quote Apr2025

16. Utilities

16.a. For Presentation Only: A project update from the Utilities Engineer.

- Project Update
- Appendix A

16.b. For Possible Action: To reject the bid from Burdick Excavation Co. in the amount of $5,315,905 for the Highway 50 Sewer Replacement Project, in accordance with NRS 338.1385(d), on the grounds that rejecting the bid would serve the public interest.

- Lumos & Associates Recommendation
- Bid tab

17. Public Hearing on Planning Items

17.a. For Possible Action: To propose an ordinance approving the Development Agreement between Lyon County and TRACT Capital Management, LP for the development of the Silver Springs Technology Park ("SSTP") Specific Plan for the 460-acre development for data centers, high voltage power lines, electrical power substations, a water tank, and other associated utility and access improvements, located west of US Highway 95A and north of US Highway 50 in Silver Springs (APNs 015-111-01, 02, 04, 05, 06 and a portion of 015-091-08), PLZ-2024-050; and other matters properly relating thereto.

- Staff Report
- Backup
- Letter of Transmittal

18. County Manager

18.a. For Possible Action: Discuss and provide direction to the County Manager regarding legislation for the 83rd session of the Nevada Legislature, Legislation includes Assembly Bills 81, 462; Assembly Joint Resolution 1; and Senate Bills 53, 303, 364, 423.

18.b. For Possible Action: Review and approve the proposed changes and updates to the Citizen Advisory Handbook and the Citizen Advisory By-Laws.

- CAB Bylaws 2025
- CAB Handbook 2025

19. 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.

20. Commissioner Comments

21. 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.*

22. 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.*

23. Adjourn

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

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

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

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

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

Lyon County is an equal opportunity provider.

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

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: May 1, 2025

Agenda Item Number:
7.a

Subject:
For Report Only: Dayton Township Justice Court Statistics Report

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- March 2025 - Criminal and Civil Statistics

Nevada Trial Courts

Civil Statistics Reporting
Caseload Worksheet

Court: DAYTON JUSTICE COURT **Court ID:** J031102

Date: 3/1/2025 to 3/31/2025

Justice/Municipal Court Case Types - Civil *(Dictionary, p.27-29)*

Civil Caseload *(Dictionary p. 32-35)*	Real Property Case			Tort Case					Contract Case										Protection Orders		
				Negligence Case					Seller Plaintiff (Debt Collection) Case												
	Landlord/Tenant Case (Summary Eviction)	Unlawful Detainer Complaint (Writs of Restitution)	Other Real Property Case	Auto Negligence Case	Premises Liability Case	Other Negligence Case	Intentional Misconduct Case	Other Tort Case	Credit Card Collection Case	Payday Loan Collection Case	Debt Collection Agency Case	Other Debt Collection Case	Contract Buyer Plaintiff Case	Other Contract Case	Contested Liens Case	Petition to Seal Records	Other Civil Matters	Small Claims Cases	Request for DV Protection Order	Request for Protection Order (Non-DV)	Request for High Risk Protection Order
1. Begin Pending																					
a. Active	60	4	0	1	0	0	0	0	214	7	32	35	3	11	1	10	27	18	4	2	0
b. Inactive	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2. New Filings	11	0	0	0	0	0	0	0	18	0	0	0	0	0	0	1	0	3	3	10	0
3. Reopened	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4. Reactivated	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5. Dispositions (Entry of Judgments)																					
a. Original	12	0	0	0	0	0	0	0	12	0	0	3	0	0	0	1	0	0	3	10	0
b. Reopened	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6. Placed on Inactive Status	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7. End Pending																					
a. Active	59	4	0	1	0	0	0	0	220	7	32	32	3	11	1	10	27	21	4	2	0
b. Inactive	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8. Set for Judicial Review	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9. Age Of Active Pending Caseload																					
i. Original, 0 - 90 days	10	0	0	0	0	0	0	0	62	2	2	4	0	0	0	0	0	6	0	0	0
ii. Original, 91 - 180 days	1	0	0	0	0	0	0	0	48	5	1	9	0	1	0	0	1	1	0	0	0
iii. Original, 181 - 365 days	0	1	0	1	0	0	0	0	30	0	0	9	0	1	0	0	0	3	0	0	0
iv. Original, > 365 days	47	3	0	0	0	0	0	0	79	0	28	10	3	8	1	10	25	10	4	2	0
v. Reopened, 0 - 60 days	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
vi. Reopened, 61 - 180 days	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
vii. Reopened, > 180 days	0	0	0	0	0	0	0	0	1	0	1	0	0	1	0	0	1	1	0	0	0
10. Time to Disposition																					
a. Original, Mean Number of Days	32	0	0	0	0	0	0	0	400	0	0	497	0	0	0	13	0	0	1	2	0
b. Original, Median Number of Days	30	0	0	0	0	0	0	0	165	0	0	131	0	0	0	13	0	0	1	1	0
c. Reopened, Mean Number of Days	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
d. Reopened, Median Number of Days	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11. Self-Represented Litigant	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Nevada Trial Courts

Civil Statistics Reporting
Disposition Worksheet

Court: DAYTON JUSTICE COURT **Court ID:** J031102 **Prepared by:** ANGELICA M.

Date: 3/1/2025 to 3/31/2025 **Approved by:**

Justice/Municipal Court Cases - Civil *(Dictionary, p.27-29)*

Civil Manner of Disposition *(Dictionary p. 37-39)*	**Real Property Case**			**Tort Case**					**Contract Case**										**Protection Orders**		
				Negligence Case					**Seller Plaintiff (Debt Collection) Case**												
	Landlord/Tenant Case (Summary Eviction)	Unlawful Detainer Complaint (Writs of Restitution)	Other Real Property Case	Auto Negligence Case	Premises Liability Case	Other Negligence Case	Intentional Misconduct Case	Other Tort Case	Credit Card Collection Case	Payday Loan Collection Case	Debt Collection Agency Case	Other Debt Collection Case	Contract Buyer Plaintiff Case	Other Contract Case	Contested Liens Case	Petition to Seal Records	Other Civil Matters	Small Claims Cases	Request for DV Protection Order	Request for Protection Order (Non-DV)	Request for High Risk Protection Order
Non-Trial Dispositions																					
Other Manner of Disposition	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Voluntary Dismissal	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0
Involuntary Dismissal	0	0	0	0	0	0	0	0	3	0	0	1	0	0	0	0	0	0	0	0	0
Transferred (before trial)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Judgment on Arbitration	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Stipulated Dismissal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Stipulated Judgment	0	0	0	0	0	0	0	0	3	0	0	0	0	0	0	0	0	0			
Default Judgment	10	0	0	0	0	0	0	0	4	0	0	0	0	0	0	0	0	0			
Motion to Dismiss by the Defendant(s)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Summary Judgment	1	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0			
Total Non-Trial Dispositions	**11**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**12**	**0**	**0**	**3**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Bench Trial Dispositions																					
Disposed After Trial Start (bench trial)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Judgment Reached (bench trial)	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0			
Total Bench Trial Dispositions	**1**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**0**	**0**	**0**	**0**	**0**
Jury Trial Dispositions																					
Disposed After Trial Start (jury trial)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Verdict Reached	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Total Jury Trial Dispositions	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Protection Orders Dispositions																					
Denied without Hearing																			0	3	0
Granted without Hearing																			3	5	0
Denied with Hearing																			0	1	0
Granted with Hearing																			0	1	0
Total Protection Order Dispositions	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**3**	**10**	**0**
Grand Total Dispositions	**12**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**12**	**0**	**0**	**3**	**0**	**0**	**0**	**1**	**0**	**0**	**3**	**10**	**0**

Nevada Trial Courts

Civil Statistics Reporting
Caseload Statistics Worksheet

Court: DAYTON JUSTICE COURT **Court ID:** J031102

Date: 3/1/2025 to 3/31/2025

Additional Civil Caseload Statistics *(Dictionary p. 30-31)*

Civil Writs (related to an existing case)	5
Remitted/Remanded Civil Cases	0
Jury Trials	0
Non-Jury (Bench) Trials	2
Satisfaction of Judgment	6
Inmate Requests/Filings	0
Contempt and Preliminary Injunctions	0
Renewal of Judgment	8

Court Interpreter Statistics *(Dictionary p. 31)*

Cases with Court Interpreters	0

Languages Used by Party	
Spanish	0
Tagalog	0
Chinese (Mandarin/Cantonese)	0
American Sign Language	0
Other Languages	0

Justice Courts Only *(Dictionary p. 31)*

Sexual Assault Protection Order	0
Extended DV Protection Orders Granted	1
Extended DV Protection Orders Denied	0
Extended DV Protection Orders Other	0
Extended Protection Orders (non-DV) Granted	1
Extended Protection Orders (non-DV) Denied	1
Extended Protection Orders (non-DV) Other	3
Extended High Risk Protection Orders Granted	0
Extended High Risk Protection Orders Denied	0
Extended High Risk Protection Orders Other	0
High Risk Protection Order Filed by LEO	0
High Risk Protection Order Filed by Family	0

Limited Jurisdiction Courts Only *(Dictionary p. 31)*

Order to Seal Records	0

Nevada Trial Courts

Criminal Statistics Reporting
Caseload Worksheet

Court: DAYTON JUSTICE COURT J031102

Date: 3/1/2025 - 3/31/2025

Felony Case Types (Dictionary, p.1-5)

Criminal Caseload (Dictionary p. 10-13)	Crimes Against Persons	Domestic Violence	Older/Vulnerable Person(s) Abuse	Child Abuse and Neglect	Protection Order Violation	Crimes Against Property	Drugs	Weapons	Public Order	Motor Vehicle - DUI	Motor Vehicle - Reckless Driving	Motor Vehicle - Other	Other Felony
1. Begin Pending													
a. Active	3	0	0	0	1	3	19	3	0	4	0	2	0
b. Inactive	7	1	0	0	1	17	4	0	2	0	0	0	1
2. New Filings	0	0	0	0	0	0	2	0	0	0	0	1	0
a. Charges	0	0	0	0	0	0	2	0	0	0	0	1	0
3. Reopened	0	0	0	0	0	0	0	0	0	0	0	0	0
4. Reactivated	0	0	0	0	0	0	0	0	0	0	0	0	0
5. Disposition (Entry of Judgment)													
a. Original	0	0	0	0	1	1	3	1	0	0	0	0	0
b. Reopened	0	0	0	0	0	0	0	0	0	0	0	0	0
6. Placed on Inactive Status	0	0	0	0	0	0	2	0	0	0	0	0	0
7. End Pending													
a. Active	3	0	0	0	0	2	16	2	0	4	0	3	0
b. Inactive	7	1	0	0	1	17	6	0	2	0	0	0	1
8. Set for Judicial Review	0	0	0	0	0	0	0	0	0	0	0	0	0
9. Age of Active Pending Caseload													
i. Original. 0-90 days	1	0	0	0	0	0	6	1	0	3	0	2	0
ii. Original. 91-180 days	2	0	0	0	0	1	9	0	0	0	0	0	0
iii. Original. 181-365 days	0	0	0	0	0	1	0	1	0	1	0	1	0
iv. Original. > 365 days	0	0	0	0	0	0	1	0	0	0	0	0	0
v. Reopened. 0-60 days	0	0	0	0	0	0	0	0	0	0	0	0	0
vi. Reopened. 61-180 days	0	0	0	0	0	0	0	0	0	0	0	0	0
vii. Reopened. > 180 days	0	0	0	0	0	0	0	0	0	0	0	0	0
10. Time to Disposition													
a. Original. Mean Number of days	0	0	0	0	155	284	98	92	0	0	0	0	0
b. Original. Median Num. of days	0	0	0	0	155	284	125	92	0	0	0	0	0
c. Reopened. Mean Num. of days	0	0	0	0	0	0	0	0	0	0	0	0	0
d. Reopened. Median Num. of days	0	0	0	0	0	0	0	0	0	0	0	0	0
11. Self-Represented Litigants	0	0	0	0	0	0	0	0	0	0	0	0	0

Nevada Trial Courts

Criminal Statistics Reporting
Caseload Worksheet

Court: DAYTON JUSTICE COURT **J031102**

Date: 3/1/2025 - 3/31/2025

Gross Misdemeanor Case Types (Dictionary, p.1-5)

Criminal Caseload (Dictionary p. 10-13)	Crimes Against Persons	Domestic Violence	Older/Vulnerable Person(s) Abuse	Child Abuse and Neglect	Protection Order Violation	Crimes Against Property	Drugs	Weapons	Public Order	Motor Vehicle - Other	Other Gross Misdeamors
1. Begin Pending											
a. Active	1	0	0	1	1	0	1	1	0	0	0
b. Inactive	2	0	0	0	3	5	0	0	1	0	0
2. New Filings	1	0	0	0	0	0	0	0	0	0	0
a. Charges	1	0	0	0	0	0	0	0	0	0	0
3. Reopened	0	0	0	0	0	0	0	0	0	0	0
4. Reactivated	0	0	0	0	0	0	0	0	0	0	0
5. Disposition (Entry of Judgment)											
a. Original	2	0	0	0	0	0	0	0	0	0	0
b. Reopened	0	0	0	0	0	0	0	0	0	0	0
6. Placed on Inactive Status	0	0	0	0	0	0	0	0	0	0	0
7. End Pending											
a. Active	0	0	0	1	1	0	1	1	0	0	0
b. Inactive	2	0	0	0	3	5	0	0	1	0	0
8. Set for Judicial Review	0	0	0	0	0	0	0	0	0	0	0
9. Age of Active Pending Caseload											
i. Original. 0-90 days	0	0	0	1	1	0	1	0	0	0	0
ii. Original. 91-180 days	0	0	0	0	0	0	0	0	0	0	0
iii. Original. 181-365 days	0	0	0	0	0	0	0	1	0	0	0
iv. Original. > 365 days	0	0	0	0	0	0	0	0	0	0	0
v. Reopened. 0-60 days	0	0	0	0	0	0	0	0	0	0	0
vi. Reopened. 61-180 days	0	0	0	0	0	0	0	0	0	0	0
vii. Reopened. > 180 days	0	0	0	0	0	0	0	0	0	0	0
10. Time to Disposition											
a. Original. Mean Number of days	18	0	0	0	0	0	0	0	0	0	0
b. Original. Median Num. of days	18	0	0	0	0	0	0	0	0	0	0
c. Reopened. Mean Num. of days	0	0	0	0	0	0	0	0	0	0	0
d. Reopened. Median Num. of days	0	0	0	0	0	0	0	0	0	0	0
11. Self-Represented Litigants	0	0	0	0	0	0	0	0	0	0	0

Nevada Trial Courts

Criminal Statistics Reporting
Caseload Worksheet

Court: DAYTON JUSTICE COURT J031102

Date: 3/1/2025 - 3/31/2025

Misdemeanor, Traffic, and Civil Infraction Case Types (Dictionary, p.1-5)

Criminal Caseload (Dictionary p. 10-13)	Crimes Against Persons	Domestic Violence	Older/Vulnerable Person(s) Abuse	Protection Order Violation	Crimes Against Property	Drugs	Weapons	Public Order	Motor Vehicle - DUI	Motor Vehicle - Reckless Driving	Other Misdemeanor	Traffic Misdemeanor	Traffic Civil Infraction	Parking	Other Civil Infraction
1. Begin Pending															
a. Active	18	9	0	5	32	31	4	6	23	4	27	537	266	1	0
b. Inactive	8	9	0	2	21	16	0	8	26	1	10	95	0	0	0
2. New Filings	1	4	0	0	1	6	0	0	6	0	2	65	136	0	0
a. Charges	1	4	0	0	2	7	0	0	6	0	5	105	136	0	0
3. Reopened	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4. Reactivated	0	0	0	0	1	2	0	0	0	0	1	11	0	0	0
5. Disposition (Entry of Judgment)															
a. Original	2	2	0	1	8	3	1	1	0	1	6	49	113	0	0
b. Reopened	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6. Placed on Inactive Status	0	0	0	0	2	4	0	0	0	0	2	20	0	0	0
7. End Pending															
a. Active	17	11	0	4	24	32	3	5	29	3	22	545	289	1	0
b. Inactive	8	9	0	2	22	18	0	8	26	1	11	103	0	0	0
8. Set for Judicial Review	1	2	0	0	0	1	0	0	0	0	0	0	0	0	0
9. Age of Active Pending Caseload															
i. Original. 0-90 days	4	5	0	0	6	14	1	0	17	1	5	74	188	0	0
ii. Original. 91-180 days	1	1	0	0	2	8	1	1	5	0	8	12	36	0	0
iii. Original. 181-365 days	6	5	0	1	4	7	0	1	5	0	2	5	40	0	0
iv. Original. > 365 days	6	0	0	3	12	3	1	3	2	1	7	452	25	1	0
v. Reopened. 0-60 days	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
vi. Reopened. 61-180 days	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0
vii. Reopened. > 180 days	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0
10. Time to Disposition															
a. Original. Mean Number of days	183	77	0	86	151	127	147	302	0	86	187	80	59	0	0
b. Original. Median Num. of days	183	77	0	86	64	125	147	302	0	86	202	38	49	0	0
c. Reopened. Mean Num. of days	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
d. Reopened. Median Num. of days	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11. Self-Represented Litigants	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Nevada Trial Courts

Criminal Statistics Reporting
Disposition Worksheet

Court: DAYTON JUSTICE COURT **J031102**

Date: 3/1/2025 - 3/31/2025

Criminal Case Dispositions (Dictionary p. 16-19)	Felony Case Types (Dictionary, p.1-5)												
	Crimes Against Persons	Domestic Violence	Older/Vulnerable Person(s) Abuse	Child Abuse and Neglect	Protection Order Violation	Crimes Against Property	Drugs	Weapons	Public Order	Motor Vehicle - DUI	Motor Vehicle - Reckless Driving	Motor Vehicle - Other	Other Felony
Non-Trial Disposition													
Other Manner of Disposition	0	0	0	0	0	0	0	0	0	0	0	0	0
Default Judgement (Civil Infraction Only)	0	0	0	0	0	0	0	0	0	0	0	0	0
Uncontested Civil Violation (Civil Infrac. Only)	0	0	0	0	0	0	0	0	0	0	0	0	0
Bail Forfeitures	0	0	0	0	0	0	0	0	0	0	0	0	0
Nolle Prosequi (before trial)	0	0	0	0	0	0	0	0	0	0	0	0	0
Transferred (before/during trial)	0	0	0	0	0	0	0	0	0	0	0	0	0
Dismissed (before trial)	0	0	0	0	0	1	2	0	0	0	0	0	0
Guilty Pleas with Sentence (before trial)	0	0	0	0	0	0	0	0	0	0	0	0	0
Dismissed (after diversion)	0	0	0	0	0	0	0	0	0	0	0	0	0
Contested Civil Infraction													
FTA Default Judgment	0	0	0	0	0	0	0	0	0	0	0	0	0
Civil Infraction Dismissed	0	0	0	0	0	0	0	0	0	0	0	0	0
Civil Infraction Committed	0	0	0	0	0	0	0	0	0	0	0	0	0
Preliminary Hearing													
Waiver of Preliminary Hearing	0	0	0	0	1	0	1	1	0	0	0	0	0
Dismissed (during prelim.)	0	0	0	0	0	0	0	0	0	0	0	0	0
Guilty Pleas with Sentence (during prelim.)	0	0	0	0	0	0	0	0	0	0	0	0	0
Bindover	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Non-Trial Dispositions	0	0	0	0	1	1	3	1	0	0	0	0	0
Trial Dispositions													
Bench Trial													
Dismissed (during trial)	0	0	0	0	0	0	0	0	0	0	0	0	0
Acquittal	0	0	0	0	0	0	0	0	0	0	0	0	0
Guilty Plea with Sentence (during trial)	0	0	0	0	0	0	0	0	0	0	0	0	0
Conviction	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Bench Trial Dispositions	0	0	0	0	0	0	0	0	0	0	0	0	0
Jury Trials													
Dismissed (during trial)	0	0	0	0	0	0	0	0	0	0	0	0	0
Acquittal	0	0	0	0	0	0	0	0	0	0	0	0	0
Guilty Plea with Sentence (during trial)	0	0	0	0	0	0	0	0	0	0	0	0	0
Conviction	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Jury Trial Dispositions	0	0	0	0	0	0	0	0	0	0	0	0	0
GRAND TOTAL DISPOSITIONS	0	0	0	0	1	1	3	1	0	0	0	0	0

Nevada Trial Courts

Court: DAYTON JUSTICE COURT **J031102**

Criminal Statistics Reporting
Disposition Worksheet

Date: 3/1/2025 - 3/31/2025

Criminal Case Dispositions (Dictionary p. 16-19)	Gross Misdemeanor Types (Dictionary, p.1-5)										
	Crimes Against Persons	Domestic Violence	Older/Vulnerable Person(s) Abuse	Child Abuse and Neglect	Protection Order Violation	Crimes Against Property	Drugs	Weapons	Public Order	Motor Vehicle - Other	Other Gross Misdemeanor
Non-Trial Disposition											
Other Manner of Disposition	0	0	0	0	0	0	0	0	0	0	0
Default Judgement (Civil Infraction Only)	0	0	0	0	0	0	0	0	0	0	0
Uncontested Civil Violation (Civil Infrac. Only)	0	0	0	0	0	0	0	0	0	0	0
Bail Forfeitures	0	0	0	0	0	0	0	0	0	0	0
Nolle Prosequi (before trial)	0	0	0	0	0	0	0	0	0	0	0
Transferred (before/during trial)	0	0	0	0	0	0	0	0	0	0	0
Dismissed (before trial)	0	0	0	0	0	0	0	0	0	0	0
Guilty Pleas with Sentence (before trial)	0	0	0	0	0	0	0	0	0	0	0
Dismissed (after diversion)	0	0	0	0	0	0	0	0	0	0	0
Contested Civil Infraction											
FTA Default Judgment	0	0	0	0	0	0	0	0	0	0	0
Civil Infraction Dismissed	0	0	0	0	0	0	0	0	0	0	0
Civil Infraction Committed	0	0	0	0	0	0	0	0	0	0	0
Preliminary Hearing											
Waiver of Preliminary Hearing	1	0	0	0	0	0	0	0	0	0	0
Dismissed (during prelim.)	0	0	0	0	0	0	0	0	0	0	0
Guilty Pleas with Sentence (during prelim.)	0	0	0	0	0	0	0	0	0	0	0
Bindover	1	0	0	0	0	0	0	0	0	0	0
Total Non-Trial Dispositions	2	0	0	0	0	0	0	0	0	0	0
Trial Dispositions											
Bench Trial											
Dismissed (during trial)	0	0	0	0	0	0	0	0	0	0	0
Acquittal	0	0	0	0	0	0	0	0	0	0	0
Guilty Plea with Sentence (during trial)	0	0	0	0	0	0	0	0	0	0	0
Conviction	0	0	0	0	0	0	0	0	0	0	0
Total Bench Trial Dispositions	0	0	0	0	0	0	0	0	0	0	0
Jury Trials											
Dismissed (during trial)	0	0	0	0	0	0	0	0	0	0	0
Acquittal	0	0	0	0	0	0	0	0	0	0	0
Guilty Plea with Sentence (during trial)	0	0	0	0	0	0	0	0	0	0	0
Conviction	0	0	0	0	0	0	0	0	0	0	0
Total Jury Trial Dispositions	0	0	0	0	0	0	0	0	0	0	0
GRAND TOTAL DISPOSITIONS	2	0	0	0	0	0	0	0	0	0	0

Nevada Trial Courts

Criminal Statistics Reporting
Disposition Worksheet

Court: DAYTON JUSTICE COURT **J031102**

Date: 3/1/2025 - 3/31/2025

Misdemeanor, Traffic, and Civil Infraction Case Types (Dictionary, p.1-5)

Criminal Case Dispositions (Dictionary p. 16-19)	Crimes Against Persons	Domestic Violence	Older/Vulnerable Person(s) Abuse	Protection Order Violations	Crimes Against Property	Drugs	Weapons	Public Order	Motor Vehicle - DUI	Motor Vehicle - Reckless Driving	Other Misdemeanor	Traffic Misdemeanor	Traffic Civil Infractions	Parking	Other Civil Infractions
Non-Trial Disposition															
Other Manner of Disposition	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Default Judgement (Civil Infraction Only)	0	0	0	0	0	0	0	0	0	0	0	0	14	0	0
Uncontested Civil Violation (Civil Infrac. Only)	0	0	0	0	0	0	0	0	0	0	0	0	98	0	0
Bail Forfeitures	0	0	0	0	0	0	0	0	0	0	0	27	0	0	0
Nolle Prosequi (before trial)	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0
Transferred (before/during trial)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dismissed (before trial)	0	1	0	1	0	0	0	1	0	0	6	5	0	0	0
Guilty Pleas with Sentence (before trial)	1	1	0	0	6	3	0	0	0	1	0	16	0	0	0
Dismissed (after diversion)	1	0	0	0	1	0	0	0	0	0	0	1	0	0	0
Contested Civil Infraction															
FTA Default Judgment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Civil Infraction Dismissed	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0
Civil Infraction Committed	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Preliminary Hearing															
Waiver of Preliminary Hearing	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dismissed (during prelim.)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Guilty Pleas with Sentence (during prelim.)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bindover	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Non-Trial Dispositions	2	2	0	1	8	3	1	1	0	1	6	49	113	0	0
Trial Dispositions															
Bench Trial															
Dismissed (during trial)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Acquittal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Guilty Plea with Sentence (during trial)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Conviction	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Bench Trial Dispositions	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Jury Trials															
Dismissed (during trial)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Acquittal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Guilty Plea with Sentence (during trial)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Conviction	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Jury Trial Dispositions	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
GRAND TOTAL DISPOSITIONS	2	2	0	1	8	3	1	1	0	1	6	49	113	0	0

Nevada Trial Courts

Criminal Statistics Reporting
Additional Statistics Worksheet

Court: DAYTON JUSTICE COURT J031102

Date: 3/1/2025 - 3/31/2025

Additional Criminal Caseload Statistics (p. 5-9)

Contested Civil Infraction Hearings	1
Bench Trials	0
Jury Trials	0
DV Misd Charges (District Court Only)	

Death Penalty (Rule 250) Statistics (p. 6)

NOI to Seek Death Penalty Filed	0
NOI Withdrawn	0
Death Penalty Imposed	0

Mental Competency Statistics (p. 6)

Orders for Mental Competency Evaluation	0
Mental Competency Hearing	0
Findings of Incompetence	0

Court Interpreter Statistics (p. 6)

Cases with Court Interpreters		0
Languages Used by Party	Spanish	0
	Tagalog	0
	Chinese (Mandarin/Cantonese)	0
	American Sign Language	0
	Other Languages	0

Additional Criminal Proceedings (p. 7-9)

Extraordinary Writs	
Search Warrants Requests	2
Pre-trial Custody Hearings	0
Probable Cause Findings/Hearings	33
Extradition Hearings	0
72-Hour Hearings	0
Arraignment Hearings	42
Preliminary Hearings	0
Sentencing Hearings	28
Grand Jury Proceedings	

Post-Adjudication Case Activity

Remanded Cases	0
Request for Modification of Sentence	0
Sentencing Violation	4
Post-Conviction Relief	0

Preliminary Hearing Continuances (p.9)

Court Need	0
Prosecution Request	0
Defendant Request (pro per)	0
Defense Attorney Request	0
Other	3
Total Prelim Hearing Continuances	3

Trial Continuances (p.9)

Court Need	0
Prosecution Request	0
Defendant Request (pro per)	0
Defense Attorney Request	0
Other	0
Total Trial Continuances	0

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: May 1, 2025

Agenda Item Number:
8.a

Subject:
For Report Only: A report from the Lyon County Community Development Department summarizing current Code Enforcement activity, including statistics on case volume, types of violations, compliance rates, and ongoing enforcement efforts.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

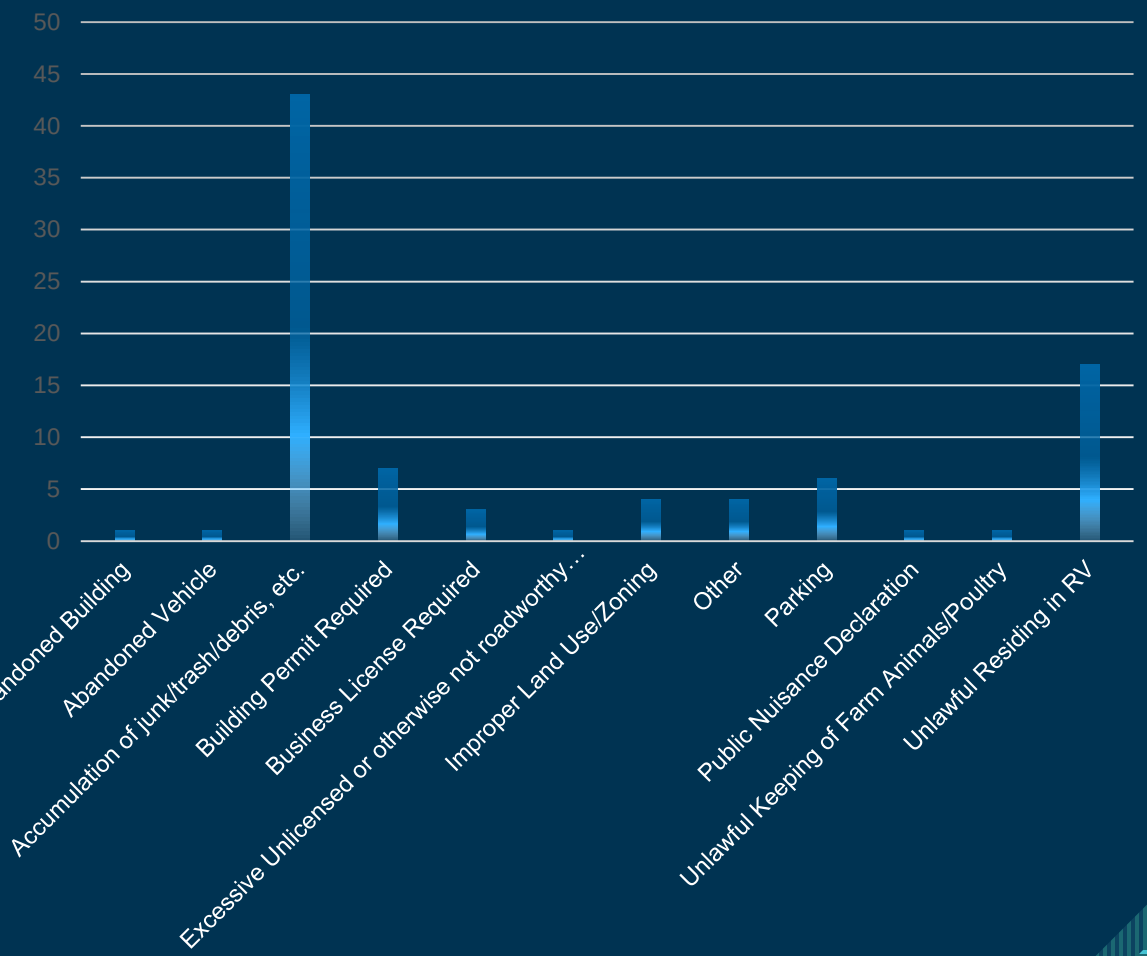
- Lyon County Code Enforcement - Quarterly Report

Code Enforcement Quarterly Report

January 2025 – March 2025

Number of Complaints Received: 89

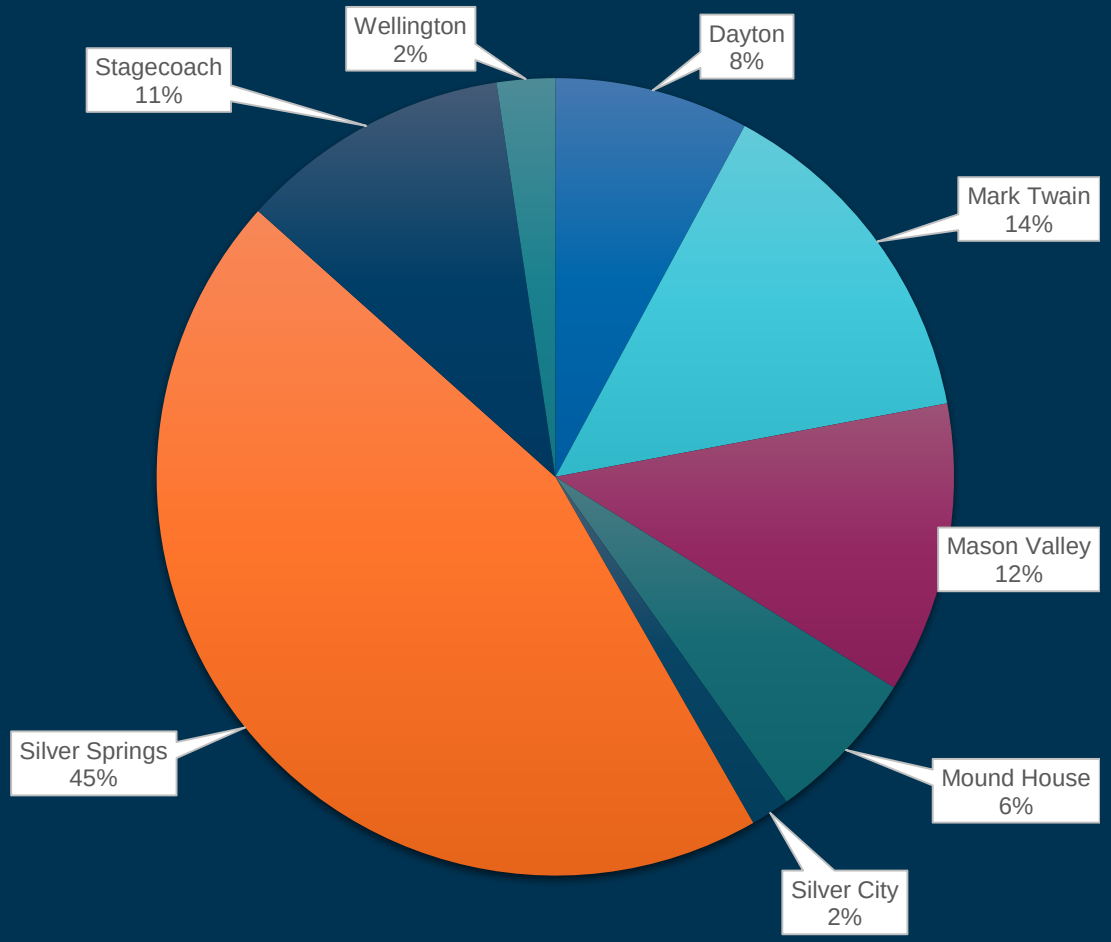
Abandoned Building	1
Abandoned Vehicle	1
Accumulation of junk/trash/debris, etc.	43
Building Permit Required	7
Business License Required	3
Excessive Unlicensed or otherwise not roadworthy vehicles	1
Improper Land Use/Zoning	4
Other	4
Parking	6
Public Nuisance Declaration	1
Unlawful Keeping of Farm Animals/Poultry	1
Unlawful Residing in RV	17



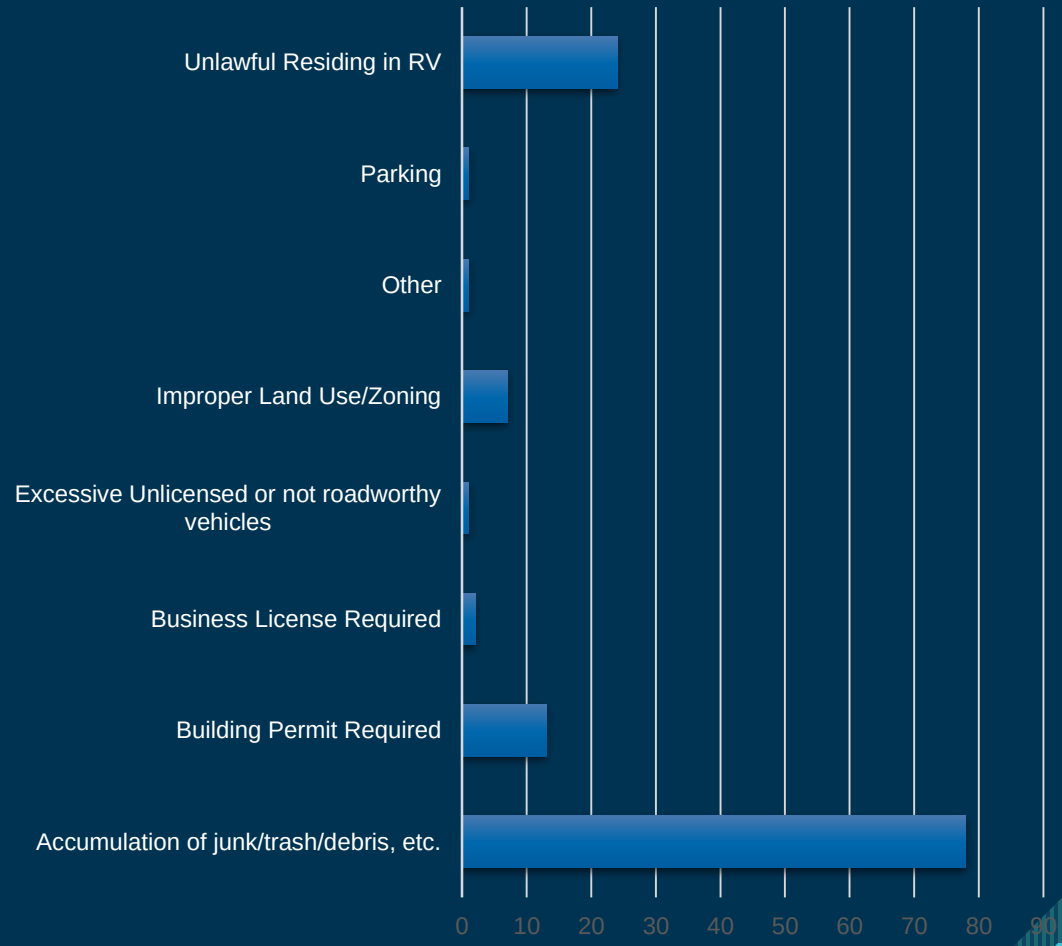
Code Compliance Activity

- **Investigations Initiated: 89**
- **Violations Issued: 55**
- **Outstanding Violations: 35**
- **Cases Closed: 54**
  - Direct Action 1
  - Fresh Start – Urban Fuel Reduction 1
  - Unfounded 15
  - Unresolved 1
  - Willful Compliance 36

Geographic Breakdown



Violation by Category



Areas of Challenge

I would like to highlight certain types of violations that warrant increased attention due to their potential impact on the resources of both the Code Enforcement Office and the County. Two particularly pressing issues are outlined below:

Unlawful Residing in Recreational Vehicles (RVs)

Unlawful residing in recreational vehicles (RVs) has emerged as a significant concern. This issue demands considerable time and resources to address appropriately. Concerns have been raised regarding the fairness and consistency of enforcement actions associated with this violation.

The varied and often complex circumstances surrounding RV habitation make it challenging to apply uniform enforcement measures. This leads to potential inconsistencies in handling similar complaints, which can undermine public trust and the effectiveness of code enforcement efforts.

It is essential to develop a more structured approach to address this violation, ensuring that enforcement is applied fairly and efficiently, while balancing the needs of the community with the available resources.

Abandoned Properties

Another area requiring increased focus is the growing issue of abandoned properties, particularly those where the property owner is deceased, and there is no identifiable heir or legal succession.

The deterioration of these properties contributes to neighborhood blight and creates a significant nuisance within the county. Furthermore, such properties often attract unauthorized occupants, leading to additional code compliance violations and increased health and safety risks.

Proactively addressing abandoned properties is crucial for mitigating their negative impact on the community, preventing further code violations, and ensuring the efficient use of county resources. A more structured approach to identifying and managing these properties will be necessary to address the challenges they present.

By focusing attention on these challenges, we can work towards a more consistent, fair, and efficient approach to code enforcement, ultimately benefiting both the community and the County's resources.

Significant Milestones

Significant Cleanup Efforts Completed

Cleanup operations were successfully carried out at the following properties:

- **85 Hart Street, Dayton**
- **4295 Angel Street, Silver Springs**

Both properties have long contributed to blight within the Silver Springs community. Their cleanup represents a crucial step toward improving the overall appearance and livability of the area.

Cleanup Summary

- **85 Hart Street, Dayton**
  - Total Debris Removed: 255 cubic yards (approximately 57,375 pounds)
- **4295 Angel Street, Silver Springs**
  - Total Debris Removed: 286 cubic yards (approximately 64,350 pounds)

These efforts mark a significant advancement in ongoing community beautification and hazard reduction initiatives for Silver Springs. The removal of hazardous materials and accumulated debris is a critical step toward enhancing safety, environmental health, and neighborhood aesthetics.

Significant cleanup efforts have commenced at the following addresses:

- **3655 E 3rd St, Silver Springs**
- **401 Six Mile Canyon Road, Mark Twain**
- **1030 Lake St, Silver Springs**
- **2805 Winnemucca Street, Silver Springs**

Both of these properties have contributed to the blight in the Silver Springs community for an extended period, and their cleanup is a crucial step toward improving the area's overall appearance and livability.

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: May 1, 2025

Agenda Item Number:
8.b

Subject:
For Report Only: A report from the Lyon County Community Development Department providing an update on current projects, as well as statistical data related to building permits and planning applications for the month of April.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- Lyon County Community Development - April 2025 Report

Community Development Department

Community Development Summary Report – April 2025

BOCC – May 1, 2025

Mission Statement

The Lyon County Community Development Department is committed to promoting safe, sustainable, and vibrant communities by providing responsive, transparent, and professional services in planning, building, code enforcement, and economic development. We strive to guide growth in a manner that preserves the county's unique character, ensures public health and safety, supports responsible development, and fosters a thriving local economy for current and future generations.

- Lyon County Community Development Team

Community Development Department

April 2025 Building – Residential Data

Residential Building Permit Type	Number of Permits
New Single Family - Residential	9
New Single Family - Addition	1
New Manufacture Home	3
Accessory Structures	6
Road Encroachment Permits	7
Utility Permits	2
Miscellaneous Permits	31

- Lyon County Building Department has received a total of 63 residential permit applications for the month of April
- Lyon County Building Department has issued a total of 46 permits for the month of April

Community Development Department

April 2025 Building – Commercial Data

Commercial Building Permit Type	Number of Permits
Commercial – New Construction	2
Commercial - Addition	1
Commercial – Tenant Improvement	1
Commercial – Electric Service Panel	1

- Lyon County Building Department has received a total of 5 commercial permit applications for the month of April
- New Construction Permits Received:
  - 25-0377 – Dotty's Casino (2 Dayton Village Parkway, Dayton, NV): Permit was received on April 18, 2025 and is in the initial review stage
  - 25-0317 – New Metal Building (43 Cowee Drive, Moundhouse, NV): Permit was received on April 2, 2025 and is in the initial review stage.
- Commercial Permits Issued for New Construction:
  - 25-0106 – 10 Enterprise Way, Unit 107: 2,920 square foot unit with office and storage space
  - 25-0105 – 10 Enterprise Way, Unit 106 : 2,920 square foot unit with office and storage space
  - 25-0104 – 10 Enterprise Way, Unit 105 : 2,920 square foot unit with office and storage space
  - 25-0103 – 10 Enterprise Way, Unit 104 : 2,920 square foot unit with office and storage space
  - 24-0102 – 10 Enterprise Way, Unit 103 : 2,920 square foot unit with office and storage space
  - 25-0099 – 10 Enterprise Way, Unit 102 : 2,920 square foot unit with office and storage space
  - 25-0055 – 10 Enterprise Way, Unit 101 : 2,920 square foot unit with office and storage space

April 2025 Building – Updates

- **2024 Code Adoption**
  - Staff is continuing to formulate adoption package and presentation materials to be brought to the Board of Commissioners in July seeking approval to adopt the 2024 building codes with provided amendments.
- **2025 Fee Amendment**
  - Staff has sent notices compliant with NRS 237.080 to amend the Exhibit B within the current adopted fee schedule to read the following: ***"Value to be determined by the ICC Building Valuation Data from the most current adopted ICC Code."*** The comment period end April 24, 2025. After which, staff will formulate a business impact statement to provide with the request for the fee amendment to the Board of Commissioners.
  - Comment Period Ends: **April 24, 2025**
- **Efficiency Projects**
  - Staff continues to modify applications and are working on updating the Lyon County Building Department portion of the website to have current and relative information.
- **Staffing**
  - Community Development has hired a new Building Inspector, Cleveland Pipkin. Mr. Pipkin comes to us from the Manufacture Housing Division within the State of Nevada. He is a welcomed addition ot the staff due to his extensive knowledge and experience with manufacture homes. With the hiring of Mr. Pipkin, the building department is fully staffed.

April 2025 Planning Data

Planning Application Type	Number of Applications
Zoning Map Amendment	2
Conditional Use Permit	1
Specific Plan	1
Master Plan Amendment	1

- Zoning Map Amendments:
  - PLZ-2025-023 (APN:014-321-21): Proposed change from RR-20 to RR-1 to create a parcel for each existing residence.
  - PLZ-2025-027(APN:015-141-13): Zoning Map Amendment form Service-Industrial to Neighborhood Commercial on approximately 21 acres of the existing parcel.
- Conditional Use Permit:
  - PLZ-2025-024 (APN: 021-411-04): Greenlink Nevada Transmission Project – Gen-Tie Facilities
- Master Plan Amendment:
  - PLZ-2025-026 (APN: 015-141-13): Master Plan Amendment from Industrial to Commercial for 21 acres of the existing parcel
- Specific Plan (APN: 014-201-30): Master Plan Amendment form Agriculture to Specific Plan

April 2025 Planning – Updates

- **Ordinances**
  - **Code Enforcement**
    - Staff has completed a draft ordinance. The ordinance is currently under review with the District Attorney's Office.
  - **Event Ordinance**
    - Staff is working on completing the changes in the event application while concurrently working on finalizing a draft form of the ordinance based on suggested changes.
  - **Land Use Table**
    - Staff is in the beginning stages of formulating an ordinance to update the land use table with accurate information and including accessory uses in the table.
  - **Multi-Family Roof Form**
    - Staff has completed a draft ordinance. The ordinance is going through internal and external department review within Lyon County.
  - **Tentative and Final Map Requirements**
    - Staff has conversed with the County Survey, DOWL. Conversations have led to a need to update the requirements needed on mapping documents to meet NRS statutes and speed up the review process.

April 2025 Planning – Updates

- **2025 Fee Amendments**
  - **Planning Application Fees**
    - Staff has sent notices compliant with NRS 237.080 for formal solicitation for comments regarding a proposed adjustment to certain fees associated with Planning Fees within the 2024-2025 Lyon County Fee Resolution. The revision has been proposed to adjust fees to ensure actual costs are reflected for the processing and review of planning applications. The proposed fee revision has been prepared to align planning-related fees with the actual and anticipated costs associated with the processing and review of development applications. As part of this process, the agency conducted a comparative evaluation of fee structures from surrounding jurisdictions to support consistency and to ensure the proposed adjustments are reasonable and within a regionally comparable range. The revisions are intended to promote fairness, transparency, and fiscal responsibility.
    - Comment Period Ends: **May 1, 2025**
  - **Land Use Attorney Fee**
    - Staff has sent notices compliant with NRS 237.080 for formal solicitation for comments regarding the addition of a Legal Review Fee for certain Planning Applications within the 2024-2025 Lyon County Fee Resolution. The proposed fee revision includes the addition of a legal review fee to be paid by the applicant, based on the actual costs incurred by the County for the review of documents associated with development applications. This fee is intended to be used as a discretionary tool by the County in circumstances where, due to the complexity of the documents submitted or the unavailability of resources within the Office of the District Attorney, external legal review is deemed necessary to support the application review process. The purpose of the proposed legal review fee is to facilitate a comprehensive and efficient review of planning applications by enabling timely access to qualified legal resources when necessary. This ensures that applications involving complex legal components are not delayed due to internal capacity constraints, while maintaining the integrity and completeness of the review process.
    - Comment Period Ends: **May 6, 2025**
- **Development Map**
  - Staff is working with DOWL to finalize the task order for an amount not to exceed $10,000 per approval by the Board of Commissioner at the April 17 meeting.

April 2025 Planning – Updates

- **Carson Water Subconservancy District Projects**
  - **Gold Canyon Scoping Project**
    - Consultant: Lumos/JE Fueller
    - Scope of Project: The project is intended to work in conjunction with CWSD and Storey County to identify one project to perform a BCA analysis to further pursue grant funding through FEMA for design and construction. The project shall benefit both Storey and Lyon County and remain within a reasonable budget to pursue grant funding as Lyon County has limited funding to put forth towards construction of storm drainage improvements.
    - **Stakeholder Meeting: May 13th, 5:30 pm to 7 pm at the Silver City Community Center**
  - **South Silver Springs ADMP**
    - Consultant: Wood Rodgers
    - Scope of Project: The objective of the project is to identify possible projects both in the interim as alternatives and future relating to the complete proposed master plan improvements. The identification process of the subsequent projects shall be founded on the premises of reducing the impact due to local and area specific flooding as part of the designated flood plain to communities, infrastructure, and existing structures for the area extending from the southern boundary of the North Silver Springs ADMP to the Union Pacific Railroad tracks north of the Carson River. The western boundary is defined as the mountain range containing Churchill Butte and the eastern border is defines as floodplain boundary extending from Lake Lahontan.
    - **Stakeholder Meeting: May 12th, 6pm to 7pm at the Silver Springs Senior Center**

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: May 1, 2025

Agenda Item Number:
10.a

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

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

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Accept claims and financial reports.

ATTACHMENTS

- Claims Report 4-1-25 to 4-15-25
- Cash Report 4-15-25

CLAIMS REPORT
APRIL 1 THROUGH APRIL 15, 2025

LYON COUNTY	BILLS	PAYROLL
Governmental Funds		
General	529,447.52	1,481,188.36
Employee Benefits		
Park Construction Tax		
Co-Op Extension	894.46	
Unemployment		
Room Tax	837.31	
Aid to Domestic Violence		
Vehicle Acquisition	47,407.75	
Fair and Rodeo	75.37	
Capital Improvements	222,160.00	
Justice Court Special Assessment	549.33	
District Court Restricted Fees	28,500.00	
Juvenile Probation Special Assessment		1,974.00
County Library Gift		
911 Surcharge	21,621.42	
Mining Claim Map		
Road	11,854.74	
R T C	356,250.38	
Road Improvement	29,440.67	73,275.01
Opioid Settlement		8,929.69
General Indigent	59,535.41	91,388.63
Medical Indigent	481,116.25	8,555.34
Senior Services	120,314.18	74,171.07
Senior Services Donations	1,259.20	
Animal Control Donations		
Enterprise Funds		
Dayton Water Utility	25,315.08	81,309.87
Dayton Sewer Utility	100,414.56	66,803.80
Component Unit Funds		
Mason Valley Mosquito Control District		5,199.20
Central Lyon Vector Control District		
Walker River Weed Control District		
Silver Springs General Improvement District	6,734.10	
Willowcreek General Improvement District	564.50	
Subtotal	**2,044,292.23**	**1,892,794.97**

TRUST AND AGENCY	BILLS	PAYROLL
DNA Testing	1,765.00	
Western Regional Youth Facility	12,018.63	65,747.63
Mason Valley Swimming Pool District	3,597.30	23.14
Silver Springs/Stagecoach Hospital	12,262.74	3,864.08
Fernley Swimming Pool	18,236.63	24,059.76
City of Fernley	438,868.46	
Mason Valley Fire Protection District	12,128.43	46,384.63
North Lyon County Fire Protection District	171,697.81	
Smith Valley Fire Protection District	22,498.87	8,114.82
Stagecoach General Improvement District	24,002.10	
South Lyon Hospital District	267,423.86	
State of Nevada	1,287,878.76	
City of Yerington	139,630.94	
Fish and Game	192.00	
Walker River Irrigation District		
Range Improvement		
Lyon County Bond		
Coroner Estate Proceeds		
County Trust Property		
Social Security Payee Program	18,527.79	
Central Lyon County Fire Protection District	373,839.17	
Carson Water Sub-Conservancy District	63,772.18	
Dayton Valley Ground Water	4,018.05	
Smith Valley Artesia	19,070.03	
Mason Valley Artesia	28,295.43	
Churchill Valley Ground Water	1,775.72	
Truckee Carson Irrigation District		
Fernley Ground Water	2,191.19	
Brady Hot Springs Ground Water		
Lyon County School District	1,863,094.40	
Subtotal	**4,786,785.49**	**148,194.06**

SUMMARY		
Lyon County	2,044,292.23	1,892,794.97
Trust & Agency	4,786,785.49	148,194.06
TOTAL	**6,831,077.72**	**2,040,989.03**

CASH REPORT

April 15, 2025

LYON COUNTY	BALANCE
Governmental Funds	
General	17,273,737.74
Park Construction Tax	1,264,808.81
Cooperative Extension	616,897.72
Unemployment	410,188.67
Room Tax	53,939.64
County Stabilization	3,450,000.00
Aid to Domestic Violence	-
Vehicle Acquisition	508,903.35
Fair and Rodeo	309,797.18
Justice Court Special Assessment	1,099,996.52
District Court Restricted Fees	846,808.58
Juvenile Probation Special Assessment	190,863.81
Library Gift	10,033.86
Mining Claim Map	24,434.07
911 Surcharge	720,876.78
Animal Control Donations	116,926.53
Road	514,842.34
R T C	20,690,131.75
Road Improvement	1,152,066.25
Opioid Settlement	968,862.13
General Indigent	724,758.34
Medical Indigent	5,954,267.77
Senior Services	859,934.41
Senior Services Donations	206,684.37
Capital Improvements	22,681,665.65
Subtotal Governmental Funds	**80,651,426.27**
Enterprise Funds	
Dayton Water Utility	16,182,353.77
Dayton Sewer Utility	21,885,015.13
Subtotal Enterprise Funds	**38,067,368.90**
Component Unit Funds	
Mason Valley Mosquito Control District	1,041,284.67
Central Lyon County Vector Control District	681,647.96
Walker River Weed Control District	346,188.62
Silver Springs General Improvement District	4,733,587.11
Willowcreek General Improvement District	1,017,237.60
Subtotal Component Unit Funds	**7,819,945.96**
Total Lyon County	**126,538,741.13**

CUSTODIAL FUNDS	BALANCE
DNA Testing	851.00
Western Nevada Regional Youth Center	1,757,884.67
Mason Valley Swimming Pool District	3,719,719.22
Silver Springs/Stagecoach Hospital	2,126,118.09
Fernley Swimming Pool District	4,196,954.37
City of Fernley	90,056.11
Mason Valley Fire Protection District	.
General Fund	423,124.86
Ambulance Fund	1,926,926.13
Acquisition Fund	226,021.17
Emergency Fund	17,607.84
North Lyon County Fire Protection District	53,721.66
Smith Valley Fire Protection District	
General Fund	479,576.84
Emergency Fund	412,782.87
Acquisition Fund	1,449,345.08
Stagecoach General Improvement District	3,831.16
South Lyon Hospital District	1,591,636.62
State of Nevada	557,753.57
City of Yerington	126,901.54
Fish and Game	4,378.59
Walker River Irrigation District	157,954.51
Range Improvement	417.72
Lyon County Bond	596,472.96
Coroner Estate Proceeds	4,054.08
County Trust Property & Inmate Trust	11,879.82
Social Security Payees/Public Guardianships	450,065.10
Central Lyon County Fire Protection District	
General Fund	250,359.67
Ambulance Fund	14,874.15
Carson Water Sub-Conservancy District	6,703.66
Dayton Valley Ground Water	242.12
Smith Valley Artesia	286.30
Mason Valley Artesia	3,048.84
Churchill Valley Ground Water	293.43
Truckee Carson Irrigation District	27,961.13
Brady Hot Springs Ground Water	-
Fernley Ground Water	101.57
Lyon County School District	
General Fund	1,533,323.71
Debt Service Fund	326,052.21
Total Custodial Funds	**22,549,282.37**

SUMMARY	
Lyon County	126,538,741.13
Custodial Funds	22,549,282.37
Unallocated Cash	
Unapportioned Purchase Cards	77,506.06
Unapportioned Interest	-
TOTAL	**149,165,529.56**

BANK ACCOUNTS AND PETTY CASH	
Wells Fargo Bank Checking	9,286,123.00
US Bank Investment	81,537,697.14
Local Government Investment Pool	58,320,079.60
Inmate Trust	12,879.82
Fernley Swimming Pool Imprest	300.00
Dayton Utilities Imprest	500.00
Silver Springs GID Imprest	500.00
Petty Cash	7,450.00
TOTAL	**149,165,529.56**

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: May 1, 2025

Agenda Item Number:
10.b

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

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

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Accept travel claims.

ATTACHMENTS

- Travel Report 4-1-25 to 4-15-25

LYON COUNTY TRAVEL REPORT
April 1-15, 2025

Department / Name	Description	Amount
Sheriff		
William McDaniel	Drone Operations Las Vegas, NV 04/27-04/30/2025 - Per Diem, Lodging	794.06
Peter Whitten	First Line Supervision Las Vegas, NV 04/29-05/03/2025 - Per Diem, Registration	897.00
Nicholas Walker	Narcotics Investigations Las Vegas, NV 04/29-05/02/2025 - Per Diem, Registration	691.00
Ramiro Soukup	Narcotics Investigations Las Vegas, NV 04/29-05/02/2025 - Per Diem, Registration	691.00
Jeremy Tafelmeyer	Axon Conference Phoenix, AZ 04/21-04/25/2025 - Per Diem	324.00
Trevor Bonds	Interview & Interrogations Las Vegas, NV 04/21-04/26/2025 - Per Diem, Lodging	1,851.42
Matthew Galvin	K9 Competition Las Vegas, NV 03/21-03/24/2025 - Lodging, Registration	938.15
Michael McCullough	Prevention Conference Reno, NV 05/01-05/02/2025 - Registration	86.19
Mark Kosak	Prevention Conference Reno, NV 05/01-05/02/2025 - Registration	86.19
Melody Holland	Prevention Conference Reno, NV 05/01-05/02/2025 - Registration	86.19
Ted Ziegenfuss	Prevention Conference Reno, NV 05/01-05/02/2025 - Registration	86.19
Brad Pope	Sheriffs and Chiefs Carson City, NV 04/28-05/01/2025 - Per Diem	252.00
Commissioners		
John Cassinelli	Travel Feb-April 2025 - Mileage	294.00
Scott Keller	NACO Washington, DC 02/28-03/05/2025 - Lodging	1,594.30
Scott Keller	NACO Legislative Conference Washington, DC 03/01-03/05/2025 - Per Diem, Metrorail, Uber	664.53
Scott Keller & Tammy Hendrix	WIR Conference Rapid City, SD 05/19-05/23/2025 - Airfare	1,920.56
Tammy Hendrix	NACO Washington, DC 02/28-03/05/2025 - Lodging	1,594.30
Andrew Haskin	NACO Washington, DC 02/28-03/05/2025 - Per Diem, Metrorail, Airport Parking, Lodging	2,211.05
District Court		
Sara Glover	Dayton Juvenile Court 03/06/2025 - Mileage	72.80
Sara Glover	Fernley Juvenile Court 03/13 & 03/27/2025 - Mileage	65.80
Andrea Andersen	High Risk Protection Order Training Reno, NV 04/10/2025 - Mileage	101.50
Assessor		
Erin Singley	Nevada Assessment ABC's Virginia City, NV 04/22/2025 - Per Diem, Registration	219.00
Kelly Wilson	Nevada Assessment ABC's Virginia City, NV 04/22/2025 - Per Diem, Registration	219.00
Valerie Garcia	Nevada Assessment ABC's Virginia City, NV 04/22/2025 - Per Diem	19.00
Troy Villines	2025 Spring Conference Carson City, NV 04/30-05/01/2025 - Per Diem, Registration	113.00
Erin Singley	2025 Spring Conference Carson City, NV 04/30/2025 - Registration	25.00
Kelly Wilson	2025 Spring Conference Carson City, NV 04/30/2025 - Registration	25.00
Lea Sencion	2025 Spring Conference Carson City, NV 04/30/2025 - Registration	25.00
Valerie Garcia	2025 Spring Conference Carson City, NV 04/30/2025 - Registration	25.00
Eric Ow-wing	2025 Spring Conference Carson City, NV 04/30/2025 - Registration	25.00
Human Services		
Rebecca Boehner	National WIC Association Conference Las Vegas, NV 04/22-04/25/2025 - Per Diem, Mileage, Airfare	532.92
Mirian Zarazua	National WIC Association Conference Las Vegas, NV 04/22-04/25/2025 - Per Diem, Mileage, Registration, Airfare	1,480.62
Utilities		
Jeremy Dillie	Motion Process Pump Training Ogden UT 03/11-0314/2025 - Registration, Lodging	1,642.89
Andrew Gatlin	Motion Process Pump Training Ogden UT 03/11-0314/2025 - Registration, Lodging	1,642.89
Planning		
Loretta Sell	Planning Commission Meeting 04/08/2028 - Mileage	46.20
Mark Jone	Planning Commission Meeting 04/08/2028 - Mileage	40.74
Ralph Ewing	Planning Commission Meeting 04/08/2028 - Mileage	65.80
Wendy Loomis	Planning Commission Meeting 04/08/2028 - Mileage	40.74
Andrew Merritt	Planning Commission Meeting 04/08/2028 - Mileage	53.48

Juvenile Probation

Katlin Brown	Gracie Survival Tactics Instructor Course Vacaville, CA 04/13-04/18/2025 - Per Diem	343.00
Samantha Ugalde	Cover Silver Springs JPO 03/19/2025 - Mileage	15.40
Samantha Ugalde	Cover Court for Fernley JPO 03/27/2025- Mileage	21.00
Paula Fryling	Transport Minor Salt Lake City, UT 03/27/2025 - Per Diem, Airport Parking	105.00
Eleazar Hernandez	Transport Minor West Jordan, UT 03/01/2025 - Per Diem	75.00
Abram Minnitte	Transport Minor Fallon, NV 03/12/2025 - Per Diem	28.00
Paula Fryling	Transport Minor Blackfoot, ID 03/18-03/19/2025 - Per Diem	63.00
Kevin Montgomery	Transport Minor Churchill, NV 03/01/2025 - Per Diem	19.00
Kevin Montgomery	Transport Minor Fallon, NV 03/02/2025 - Per Diem	19.00
Kevin Montgomery	Transport Minor Churchill, NV 03/02/2025 - Per Diem	28.00
Sarah Alsip	Transport Minor Jordan, UT 03/01/2025 - Per Diem	75.00
Sarah Alsip	Transport Minor Reno, NV 03/14/2025 - Per Diem	39.00
Victoria Kubis	Cover Fernley JPO Office 04/03, 04/10 & 04/15/2025 - Mileage	63.00
Paula Fryling	Transport Minor Minden, NV 04/09/2025 - Per Diem	19.00
Sarah Alsip	Transport Minor Minden, NV 04/09/2025 - Per Diem	19.00
		22,474.91

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: May 1, 2025

Agenda Item Number:
10.c

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

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

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

ATTACHMENTS

- Secured Factual Corrections
- Unsecured Factual Corrections

Meeting: 5/1/2025

LYON COUNTY

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

			Tax	Tax.	Tax
Acct #	**Name/Owner**	**Reason for Deletion**	**Dist.**	**Year.**	**Amount**
019-285-07	ANDERSON, MARY F TRS	AMEND CURRENT YEAR TAXES/VALUE	8.4	2024-2025	$1,031.74
019-285-07	ANDERSON, MARY F TRS	CORRECT PRIOR YEAR TAXES/ VALUE	8.4	2023-2024	$1,002.71
019-285-07	ANDERSON, MARY F TRS	CORRECT PRIOR YEAR TAXES/ VALUE	8.4	2022-2021	$1,137.50
019-285-07	ANDERSON, MARY F TRS	CORRECT PRIOR YEAR TAXES/ VALUE	8.4	2021-2022	$1,103.11
					$4,275.06

Meeting: 5/1/2025

LYON COUNTY

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

Acct #	Name/Owner	Reason for Deletion	Tax Dist.	Tax. Year.	Tax Amount
LY010670	DAN HELM SERVICE	CLOSED/RETIRED	4.0	2024-2025	$11.55
FE008320	CRICKET WIRELESS	DUPLICATE ACCOUNT	6.0	2024-2025	$821.97
FE008320	CRICKET WIRELESS	DUPLICATE ACCOUNT	6.0	2023-2024	$749.59
MH003013	HAYES, JOHN D	UNABLE TO COLLECT	8.2	2020-2021	$11.42
MH011455	NORTON, RONALD J	UNABLE TO COLLECT, ABANDONED	8.2	2021-2022	$31.39
TOTAL:					**$1,625.92**

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: May 1, 2025

Agenda Item Number:
10.d

Subject:
For Possible Action: Approve the April 17, 2025 minutes.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- April 17, 2025 Minutes

Board of County Commissioners
Lyon County, Nevada

The Honorable Board of Lyon County Commissioners met this day, Thursday, April 17, 2025, at 9:00 A.M. in the LYON COUNTY ADMINISTRATIVE COMPLEX, 27 S. MAIN STREET, YERINGTON, NV 89447.

1. Roll Call

Present: Chairman Commissioner Scott Keller, Vice Chair Commissioner Tammy Hendrix, Commissioner John Cassinelli, Commissioner Robert Jacobson and Commissioner David Hockaday

Staff Present: County Manager Andrew Haskin, Deputy District Attorney Illysa Fogel and Comptroller Josh Foli

2. Invocation given by Mitch Forster of New Hope Bible Fellowship

3. Pledge of Allegiance

4. Public Participation

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

5. For Possible Action: Review and Adoption of Agenda

Comm. Keller stated items 13.a. and 13.b. will be heard following the 9:00 A.M. time certain.

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

Comm. Cassinelli moved to adopt the agenda with the noted changes, Comm. Hockaday seconded, and the motion passed 5-0.

6. Time Certain

6.a. Time Certain at 9:00 AM: For Presentation Only: Update from the Bureau of Land Management (BLM) on current activities.

Fire Management Officer Jonathan Palma, District Manager Kim Dow, Realty Assistant Field Manager Shedra Rakestraw and the Commissioners discussed updates regarding the Yerington Anaconda Mine disposal site, the off-highway vehicle race special recreation permits, various proposed solar projects, the continued work with Fernley and the Lands Bill, the Greenlink north transmission line, the 345 kV transmission line located in Silver Springs, the Lyon County wild horse population and management, the Sky Fiber Internet Line project, the Playa Lake Restoration Project and the upcoming fire prevention maintenance around Mill Canyon, Mineral Valley and Sunrise Pass Road. Additionally, they discussed profit sharing, traffic impacts, solar application outcomes and the priority they may or may not have over other applications and battery storage.

Comm. Hockaday stated he would like the commissioners and staff to be notified earlier in the process when there are applications being submitted that concern Lyon County.

County Manager Andrew Haskin asked if BLM is willing to honor Lyon County's conditional use permits for these types of solar projects and if they would be required before construction could move forward. He explained, in Lyon County, all BLM land is currently zoned as RR-20 (Rural Residential, 20 acre minimum) and would require a conditional use permits.

Ms. Dow responded that if the county requires that, then BLM would require that of the proponent. All BLM permits have a stipulation that says the proponent is responsible for complying with all local, state and federal laws that are applicable to their project. She added that BLM doesn't notify all of the agencies, as that responsibility is on the shoulders of the proponent to know what requirements there are from any local, state or federal jurisdiction that they need to comply with. BLM also doesn't require that the proponent give BLM any sort of confirmation that they've done that. If an agency were to notify BLM that a proponent has not complied, BLM would step in and tell the proponent that they're no longer in compliance.

Mr. Haskin noted that this has not always been the understanding in the past and is looking forward to putting more emphasis on that process for Lyon County. He asked Ms. Dow to verify that the proponent would be required to comply with Lyon County ordinances. Ms. Dow responded if Lyon County has ordinances in place, BLM can't ignore those. She noted that BLM has no jurisdiction over Lyon County ordinances. Mr. Haskin emphasized that has not been the understanding in the past, to which Ms. Dow responded that's how it's going to be moving forward.

In response to Comm. Hockaday's concerns regarding being properly noticed, Ms. Dow stated that she will send over all solar applications that have been received to date and will be sure that Lyon County gets notified properly.

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

The Commissioners thanked Mr. Palmer and Ms. Dow for their presentation.

7. Commissioners/County Manager Reports

Comm. Hockaday attended the Smith Valley Parks and Recreation board meeting and the cleanup day at Hillcrest Cemetery. He also attended a meeting with a few community groups in Smith Valley dealing with development going on in his district.

Comm. Cassinelli attended the CAMPO meeting, the Silver City Advisory Board meeting, the NACO Rural Action Caucus meeting andthe pinwheel planting at the Kay Winters Park. He added he had the opportunity to meet Sergeant Galvin and his K9, Blady.

Comm. Hendrix attended lunch with Sheriff Brad Pope at the Boys and Girls Club. She also attended the Silver Springs Advisory Board meeting, the Comstock Historical District meeting, the NACO Public Lands and Steering Committee meeting, the Sheriffs Bingo Night and the Carson Water Subconservancy District meeting.

Comm. Jacobson attended the Healthy Communities Coalition meeting. He met with NV energy regarding Greenlink project. He met with the County Manager and the Government Affairs Director for legislative updates. He attended a Boys & Girls Club meeting. He met with county staff and developers discussing the Dayton Government Complex. He also attended the Fernley City Council meeting.

Comm. Keller attended the Fernley City Council meeting and the Planning Commission meeting. He would like workshops set up for advisory boards to provide insight to how planning items work. He attended the NACO

Rural Action Caucus meeting and many legislative meetings. He thanked Government Affairs Director Taylor Allison for her continued efforts.

County Manager Andrew Haskin reported that the first deadline for legislature was April 11th. There were one hundred and seventy bills that he was tracking that did not make that deadline. He is still keeping an eye out as sometimes those bills get amended into other bills. Senate Bill 53 did not make the deadline but is looking forward to trying again next time. He met with the City of Fernley to talk about their legislative priorities. They stated that their number one priority is Senate Bill 70 which is the appropriation for their community resource and response center. He informed the board that the Open Meeting Law Training is scheduled for May 3rd, 2025 at 9:00 A.M. at the Silver Springs Senior Center. He reminded the board that the Final Budget meeting has been scheduled for May 27th, 2025 and as of now cannot be rescheduled. He shared that in an upcoming meeting, the board will be seeing a contract for the architect for the Justice Complex Parking.

8. Elected Officials' Reports

There were none at this time.

9. Appointed Officials' Reports

Emergency Management and Government Affairs Director Taylor Allison shared that the first deadline for legislature was April 11th, 2025 where a significant number of bills that she was tracking did not meet the deadline. The next major deadline for bills to make it through the first house is April 22nd, 2025. At this point, most of the bills have been amended so at the next board meeting, she will be bringing forward a list of those bills in their current form that are still on the priority list.

10. Advisory Board Reports

There were none at this time.

11. CONSENT AGENDA

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

Comm. Hockaday moved to approve the Consent Agenda items 11.a. through 11.i, Comm. Hendrix seconded, and the motion passed 5-0.

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

County claims totaled $1,161,956.83 and payroll totaled $1,375,275.07. The cash balance as of March 31, 2025, was $127,881,838.02.

11.b. For Possible Action: Review and accept travel claims.

Travel claims total as of March 31, 2025 was $2,524.66.

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

The secured factual corrections totaled $6,870.64 and the unsecured factual corrections totaled -$1,146.87.

11.d. For Possible Action: Approve the April 2, 2025 minutes.

The April 2, 2025 minutes were approved.

11.e. For Possible Action: For Possible Action: Approve the April 3, 2025 minutes.

The April 3, 2025 minutes were approved.

11.f. For Possible Action: Approve the Clerk Treasurer's Affidavit to the Board of County Commissioners that the Clerk/Treasurer's Office mailed the property tax delinquency notices/tax notices as required by Nevada Law.

11.g. For Possible Action: Approve Detention Facility Inspection Report submitted by Commissioner Hockaday.

11.h. For Possible Action: Approve a contract between Lyon County and Nevada Division of Public and Behavioral Health to provide public health services in Lyon County, in an amount not to exceed $652,041 from July 1, 2025 through June 30, 2029.

11.i. For Possible Action: Approve the annual Virginia City Hillclimb event for September 13 -14th, 2025 (requested by Ferrari Club of America).

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

12. Sheriff

12.a. For Possible Action: Approve Memorandum of Understanding (MOU) between Lyon County and the Lyon County School District for the School Resource Officer (SRO) Program to provide five (5) deputy sheriffs to be assigned to schools in Dayton, Fernley, Silver Springs, Yerington and Smith Valley from July 1, 2025 through June 30, 2027, with the School District providing up to $460,000 on an annual basis for FY26 and FY27.

Sheriff Brad Pope shared that this memorandum of understanding will allow the Sheriff's Office to be the School Resource Officer (SRO) for all Lyon County Schools. This will bring consistency to all schools in Lyon County. Fernley will have two SROs and the remaining schools will have one.

The Commissioners shared their support for the Sheriff's efforts.

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

Comm. Cassinelli motioned to approve Memorandum of Understanding (MOU) between Lyon County and the Lyon County School District for the School Resource Officer (SRO) Program to provide five (5) deputy sheriffs to be assigned to schools in Dayton, Fernley, Silver Springs, Yerington and Smith Valley from July 1, 2025 through June 30, 2027, with the School District providing up to $460,000 on an annual basis for FY26 and FY27, Comm. Jacobson seconded and the motion passed 5-0.

12.b. For Possible Action: Accept TC Energy's Social Impact Teams Build Strong grant in the amount of $9,600 in support of the Lyon County Sheriff's Office Unmanned Aerial Vehicle program.

Sheriff Brad Pope stated the Sheriff's Office will be purchasing two smaller drones. Those drones will be deployed throughout the county with their current drone pilots. This will allow each pilot to have a drone.

Comm. Hockaday asked what are the extra capabilities of these drones to which Mr. Pope responded they have night vision and can track vehicles with high definition cameras.

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

Comm. Hockaday motioned to accept TC Energy's Social Impact Teams Build Strong grant in the amount of $9,600 in support of the Lyon County Sheriff's Office Unmanned Aerial Vehicle program, Comm. Cassinelli seconded and the motion passed 5-0.

13. Comptroller

13.a. For Possible Action: Approve a request from the City of Yerington to use park construction tax in the amount of $30,000 for improvements for tennis and pickleball courts on East Goldfield Avenue.

Comptroller Josh Foli stated the City of Yerington is planning to convert one of the tennis courts to a pickle ball court and there is currently $82,000 available for funding.

Comm. Keller asked Mr. Foli to clarify why Lyon County is using park construction tax for an incorporated city. Mr. Foli explained that since park construction tax has been implemented, there is only $1,000 collected in the unincorporated area in the city. While he is unsure if the city has their own park construction tax, Lyon County only levies it with in unincorporated areas in the county. Mason Valley and unincorporated areas don't have any parks other than city parks, and this is why the county is using park construction tax for the city.

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

Comm. Jacobson motioned to approve a request from the City of Yerington to use park construction tax in the amount of $30,000 for improvements for tennis and pickleball courts on East Goldfield Avenue, Comm. Hockaday seconded and the motion passed 5-0.

13.b. For Possible Action: Approve the purchase of phones for a new phone system in the amount of $47,701, to be funded from a budget transfer from the General Fund contingency.

Comptroller Josh Foli stated the current phone system that was installed in 2012 is out of life. This purchase of new phones will work with the current phone system. This is being brought to the commissioners now as it is anticipated to get more expensive as time passes.

Comm. Cassinelli asked what the life expectancy is for these phones. They last for a significant amount of time and at minimum, five years.

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

Comm. Jacobson motioned to approve the purchase of phones for a new phone system in the amount of $47,701, to be funded from a budget transfer from the General Fund contingency, Comm. Cassinelli seconded and the motion passed 5-0.

14. Facilities

14.a. For Possible Action: Approve the purchase of a portable baseball mound for Mark Twain Park from Park Construction Tax funds not to exceed $6,000. This was recommended for approval by the Central Lyon Parks and Recreation Board at their March 12, 2025 meeting.

Facilities Director Doug Homestead stated this can be used for softball, fast break and baseball.

Comm. Keller asked Mr. Homestead why the agenda item states "not to exceed $6,000", when the portable baseball mound only costs $3,795. Mr. Homestead responded at the time of submittal for the agenda item, it was unclear how much the portable mound would cost.

Comm. Cassinelli asked if the portable baseball mound will be removed every game. Mr. Homestead responded he will verify with District Manager, Judge Smith, that it will be stored when it is not in use to avoid it getting stolen.

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

Comm. Cassinelli moved to approve the purchase of a portable baseball mound for Mark Twain Park from Park Construction Tax funds not to exceed $6,000. This was recommended for approval by the Central Lyon Parks and Recreation Board at their March 12, 2025 meeting, Comm. Hockaday seconded and the motion passed 5-0.

15. Community Development

15.a. For Possible Action: Approve the Master Services Agreement (MSA) between DOWL and Lyon County for development-related services, including County Engineer, County Surveyor, Floodplain Management, and Inspection Services.

Community Development Director Gavin Henderson stated this item is to approve the master agreement with DOWL. This is the finalized agreement that was presented at the last BOCC meeting.

Comm. Hendrix asked if there will be an increase in cost this time to which Mr. Henderson responded no there is not.

Comm. Jacobson asked if there is a conflict with services provided and inspection services. Mr Henderson responded that a sub-consultant is hired who specifically provides inspection services.

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

Comm. Hockaday motioned to approve the Master Services Agreement (MSA) between DOWL and Lyon County for development-related services, including County Engineer, County Surveyor, Floodplain Management, and Inspection Services, Comm. Jacobson seconded and the motion passed 5-0.

15.b. For Possible Action: Approve the development of a comprehensive GIS-based Development Map, including associated software licensing, hardware, and professional consulting services, in the amount of $13,600, to be funded through a budget transfer from the General Fund Contingency.

Community Development Director Gavin Henderson stated this is a comprehensive platform that will allow his department to be more transparent with the public in regards to the development process and the planning process and provide that information to comply with NRS 239.010.

Comm. Jacobson asked if this will save Mr. Henderson and his staff time to which Mr. Henderson said yes.

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

Comm. Keller motioned to approve the development of a comprehensive GIS-based Development Map, including associated software licensing, hardware, and professional consulting services, in the amount of $13,600, to be funded through a budget transfer from the General Fund Contingency, Comm. Hendrix seconded and the motion passed 5-0.

16. County Manager

16.a. For Possible Action: Discussion and provide direction to the County Manager on the creation of a General Improvement District (GID) for the purpose of furnishing electric light and power to the Northern Nevada Industrial Center (NNIC). (Requested by NNIC)

Dave Brown, on behalf of the proponent NV Reno Industrial, LLC, provided his professional background and reviewed the planning area, the infrastructure and utilities plan, tax generation and revenue, electric capacity, wind studies, the phase 1 and phase 2 power supply development, the need for the creation and purpose of an Electric Microgrid GID, the county's benefits of creating a power specific GID, the future purchase by NV Energy and county dissolution of the GID, the organization and governance of a GID, the financial and legal protection for the county and limiting GID financial liability. He noted that the next steps and requirements within the next 30 days would be the creation of a resolution initiating the formation of a GID, initiating an ordinance establishing formal district boundaries and purposes, creating a service plan that details a financial model, operations, facilities, and services to be provided and the creation of a financial plan detailing initial and ongoing funding sources, ensuring economic viability without county financial obligations.

Comm. Cassinelli shared his concerns with other developments wanting to annex into this GID. Mr. Brown stated that is completely up to the county however they would not advocate for annexation.

Comm. Hendrix stated she is in support of this project and the positive impacts it would bring to the county.

Comm. Keller and Mr. Brown discussed that the proponent is not a power company however they are a developer that this is being done out of necessity.

Comm. Keller asked for public comment.

Chloe Chism, from NV Energy stated that NV Energy is currently not in favor of the creation of a general improvement district in Lyon County to furnish light and power to the Northern Nevada Industrial Center. As Nevada's electric utility, NV Energy has long-term plans for future development to serve Lyon County and its residents.

Comm. Jacobson encouraged the proponent, staff and NV Energy to have a meeting to review all the details and get all the info.

Comm. Keller noted that the Governor's Office of Economic Development (GOED) sent a letter of support that was signed by the Director of GOED and the Nevada Governor's Office of Energy. A letter of support was also sent from the Northern Nevada Development Authority, who is the county's development representative.

Bob Sweetin, Attorney for Davison Van Cleve, asked that in motion, the Commissioners direct the County Manager to work with NNIC to bring back a draft resolution and ordinance, to meet and confer with NV Energy and to the extent possible incorporate those partnership elements into that resolution and ordinance for the governing documents for the GID. He also asked that it be on the record that time is of the essence in this matter. The project has a critical partnership contract deadline in July and they are looking to move forward quickly. He noted that he has the draft documents ready to go and are ready to be sent to county manager for review and discussion.

Comm. Keller moved to direct the County Manager work toward the creation of a GID, including their draft ordinance and regulations, to meet with NV Energy and the applicant to determine other opportunities or partnerships and return back in a month before this board, Comm. Hockaday seconded and the motion passed 5-0.

16.b. For Possible Action: Approve to cancel or reschedule the June 19, 2025 Board of County Commissioners meeting due to the Juneteenth Holiday.

County Manager Andrew Haskin stated the 2nd meeting in June falls on Juneteenth, so the meeting will need to be cancelled or move to a different day.

Comm. Jacobson requested that the meeting not be moved to June 20th, 2025, to which all of the Commissioners agreed.

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

Comm. Hendrix moved to reschedule the June 19th, 2025 Board of County Commissioners meeting, due to the Juneteenth holiday, possibly to the 18th but leave it to staff for a final decision, Comm. Cassinelli seconded and the motion passed 5-0.

16.c. For Possible Action: Approve an Interlocal Agreement between Lyon County and Carson Area Metropolitan Planning Organization (CAMPO) for Surface Transportation Block Grant Program Funds (STBG) in the amount not to exceed $1,254,000 to complete a feasibility study for the Dayton Valley Chaves Road Bridge Project with a County match of $66,000. The match is proposed to be funded from Regional Transportation Commission (RTC) funds if approved at their next meeting or through a budget transfer from the General Fund contingency.

County Manager Andrew Haskin stated this is the next step in working toward a 2nd bridge in Dayton. When speaking to CAMPO about the design work for the second bridge, there are a number of steps that need to happen first. The scope of work for this would knock out most if not all of the pre-requirements for federal funding for design and construction. He stated it comes with a county match of $66,000 and is hoping to get it approved at the next Regional Transportation Commission meeting.

The Commissioners thanked Mr. Haskin for continuing to work on this.

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

Comm. Hendrix moved approve an Interlocal Agreement between Lyon County and Carson Area Metropolitan Planning Organization (CAMPO) for Surface Transportation Block Grant Program Funds (STBG) in the amount not to exceed $1,254,000 to complete a feasibility study for the Dayton Valley Chaves Road Bridge Project with a County match of $66,000. The match is proposed to be funded from Regional Transportation Commission (RTC) funds if approved at their next meeting or through a budget transfer from the General Fund contingency, Comm. Cassinelli seconded and the motion passed 5-0.

16.d. For Possible Action: Approve letters of support on behalf of the Board of Commissioners for Community Project Funding requests.

County Manager Andrew Haskin provided an update regarding the community project funding requests. Last year's funding requests did not get approved because the federal government is working off of a continuing resolution through the end of fiscal year. Several requests were received that did make it into the bill drafts however, those bills are not moving forward. He stated that last year's request is being resubmitted again this year and that is what these letters of support are for.

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

Comm. Hockaday moved approve letters of support on behalf of the Board of Commissioners for Community Project Funding requests, Comm. Hendrix seconded, passed 5-0.

RECESS TO RECONVENE AS SILVER SPRINGS GENERAL IMPROVEMENT DISTRICT BOARD

17. Public Participation

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

18. Utilities

18.a. For Possible Action: Authorize the Board Chair to sign a letter of support for the Utilities Department to submit a grant application to the Office of Financial Assistance at the Nevada Division of Environmental Protection for the Silver Springs General Improvement District Wastewater Plant Recycled Water Filter Rehabilitation Project.

Utilities Director David Bruketta stated that Nevada Division of Environmental Protection is accepting applications and Mr. Bruketta submitted an application last week on behalf of Silver Springs. As they are currently working on the Silver Springs Wastewater Recycle Project that is budgeted to be just under one million dollars, he will be asking for 80% reimbursement, which is just under $800,000. He thanked Utilities Engineer Kishora Panda for his hard work putting this application together.

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

Comm. Jacobson motioned to authorize the Board Chair to sign a letter of support for the Utilities Department to submit a grant application to the Office of Financial Assistance at the Nevada Division of Environmental Protection for the Silver Springs General Improvement District Wastewater Plant Recycled Water Filter Rehabilitation Project, Comm. Hockaday seconded and the motion passed 5-0.

Comm. Keller stated he is a part of the Silver Springs Municipal Water Company and will be abstaining from the next item.

Comm. Hendrix stated Comm. Keller left the chambers at 11:33 A.M.

18.b. For Possible Action: Discussion and possible action to direct staff to negotiate a contract with the Silver Springs Municipal Water Company to continue to provide billing and related services for the Silver Springs General Improvement District or to pursue and finalize another alternative for the Silver Springs General Improvement District.

Utilities Director David Bruketta stated he received a letter from the Silver Springs Mutual Water Company (SSMWC) with a request to increase the monthly rate from $3,000 to $6,000. There has not been a rate increase in almost 17 years. After negotiations, it was determined that an agreement can't be reached, the agreement for services will be terminated and Lyon County Utilities would take over the services outlined in the contract.

Comm. Jacobson and Mr. Bruketta discussed how the utilities department would absorb those billing and locate services and the impacts it would bring to staffing and normal procedures.

Comm. Hendrix asked if people employed by SSMWC would lose their jobs to which Mr. Bruketta stated he doesn't know what they would handle that.

Comm. Cassinelli shared his support for the Utilities Department to take over the services should an agreement not be met. He asked how many services this is to which Mr. Bruketta responded just under a thousand.

Mr. Bruketta noted that the contract does say that a 90-day period to terminate must be given, which would put the termination date on July 17th, 2025. The contract is renewed on a one year basis. He requested that the contract would be terminated on June 30th, 2025, should the SSMWC be amiable to it.

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

Comm. Hockaday moved to direct staff to negotiate a contract with Silver Springs Municipal Water Company to continue to provide billing and related services for the Silver Spring General Improvement District or to pursue and finalize an alternative contract with the Silver Springs General Improvement District, Comm. Jacobson seconded and the motion passed 4-0. Comm. Keller abstained.

19. Public Participation

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

ADJOURN TO RECONVENE AS LYON COUNTY BOARD OF COMMISSIONERS

20. Other

21. Agenda Requests

Comm. Hendrix would like the Commissioners to review the idea of requiring sloped roofs on apartment buildings in Lyon County.

Comm. Jacobson requested an update regarding the meeting that will take place with NNIC, NV Energy and staff.

22. Commissioner Comments

There were none at this time.

22. Public Participation

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

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

There was a closed session meeting at 12:03 P.M.

19. Adjourn

Meeting was adjourned at 11:57 A.M.

LYON COUNTY BOARD OF COMMISSIONERS

_____

SCOTT KELLER, Chairman

ATTEST

_____

STACI LINDBERG, Lyon County Clerk/Treasurer

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: May 1, 2025

Agenda Item Number:
10.e

Subject:
For Possible Action: Approve Interlocal Contract Amendment with Nevada Division of Health Care Financing and Policy (DHCFP) and Nevada Division of Welfare and Supportive Services in the amount not to exceed $4,484,650.61, to pay non-federal share of the costs for Aged, Blind, and Disabled recipients in institutional care, and clients eligible for State Waiver services related to independent living.

Summary:
DHCFP identified a need to amend the County Match contract between Lyon County Human Services and the Department of Health & Human Services/Division of Health Care Financing & Policy (DHCFP) and Division of Welfare & Supportive Services. Per the meeting on 3/13/2025 between DHCFP and the counties, the annual costs have increased more than anticipated. Therefore, the need to amend the contract based on those increases and updated projections for State Fiscal years 2026 and 2027.

This is the first amendment to the original revenue interlocal agreement which provides the non-federal share for medical care of indigent persons within the Medicaid County Match Program. This amendment increases the maximum amount from $2,079,643.83 to $4,484,650.61 due to increased medical care costs.

Financial Department Comments:
This still caps the County amount at 8 cents, which is $1,938,624 in fiscal year 2025-2026.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- FY24-26 Medicaid Match Lyon County Contract Amendment #1

CETS #:	**28564**
Agency Reference #:	

AMENDMENT # 1

TO INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

Between the State of Nevada
Acting By and Through Its

Public Entity #1:	**Department of Health and Human Services** **Division of Health Care Financing and Policy**
Address:	**4070 Silver Sage Drive**
City, State, Zip Code:	**Carson City, NV 89701**
Contact:	**Thomas Tilton, Certified Contract Manager**
Phone:	**(775) 684-3676 (main)**
Fax:	
Email:	**dhcfppcu@dhcfp.nv.gov**

Public Entity #2:	**Department of Health and Human Services** **Division of Welfare and Supportive Services**
Address:	**1470 E. College Parkway**
City, State, Zip Code:	**Carson City, NV 89706**
Contact:	**Monique Pomerleau, Certified Contract Manager**
Phone:	**(775) 684-0500 (main)**
Fax:	
Email:	**dwsscontracts@dwss.nv.gov**

Public Entity #3:	**Lyon County Human Services**
Address:	**PO Box 1141**
City, State, Zip Code:	**Silver Springs, NV 89429**
Contact:	**Shayla Holmes, Director**
Phone:	**(775) 577-5009**
Fax:	
Email:	**sholmes@lyon-county.org / jthomas@lyon-county.org**

1. **AMENDMENTS.** For and in consideration of mutual promises and other valuable consideration, all provisions of the original Contract dated February 13, 2024, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

   A. Provide a brief explanation for contract amendment.

   This is the first amendment to the original revenue interlocal agreement which provides the non-federal share for medical care of indigent persons within the Medicaid County Match Program. This amendment increases the maximum amount from $2,079,643.83 to $4,484,650.61 due to increased medical care costs.

CETS #:	**28564**
Agency Reference #:	

B. Current Contract Language:

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

Not to Exceed $.08 (eight cents)	Each $100.00 of assessed valuation of all taxable property as established by NRS 428.285

Total Contract Not to Exceed:	$2,079,643.83

Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

C. Amended Contract Language:

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

Not to Exceed $.08 (eight cents)	Each $100.00 of assessed valuation of all taxable property as established by NRS 428.285

Total Contract Not to Exceed:	$4,484,650.61

Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

2. **INCORPORATED DOCUMENTS.** Exhibit A (original Contract) is attached hereto, incorporated by reference herein and made a part of this amended contract.

3. **REQUIRED APPROVAL**. This amendment to the original Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

CETS #:	**28564**
Agency Reference #:	

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

LYON COUNTY HUMAN SERVICES

Authorized Signature	Date	Title

DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS)
DIVISION OF WELFARE AND SUPPORTIVE SERVICES (DWSS)

		Administrator
Robert H. Thompson	Date	Title

DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS)
DIVISION OF HEALTH CARE FINANCING AND POLICY (DHCFP)

		Administrator
Stacie Weeks, JD, MPH	Date	Title

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners

On: _____
Date

Approved as to form by:

Deputy Attorney General for Attorney General

On: _____
Date

EXHIBIT A

CETS #:	28564
Agency Reference #:	

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

Public Entity #1:	**Department of Health and Human Services Division of Health Care Financing and Policy**
Address:	**1100 E. William St., Suite 101**
City, State, Zip Code:	**Carson City, NV 89701**
Contact:	**Lisa Tuttle, Certified Contract Manager**
Phone:	**(775) 684-3676 (main)**
Fax:	
Email:	**dhcfppcu@dhcfp.nv.gov**

Public Entity #2:	**Department of Health and Human Services Division of Welfare and Supportive Services**
Address:	**1470 E. College Parkway**
City, State, Zip Code:	**Carson City, NV 89706**
Contact:	**Monique Pomerleau, Certified Contract Manager**
Phone:	**(775) 684-0500 (main)**
Fax:	
Email:	**dwsscontracts@dwss.nv.gov**

Public Entity #3:	**Lyon County Human Services**
Address:	**PO Box 1141**
City, State, Zip Code:	**Silver Springs, NV 89429**
Contact:	**Shayla Holmes, Director**
Phone:	**(775) 577-5009**
Fax:	
Email:	**sholmes@lyon-county.org / jthomas@lyon-county.org**

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada.

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

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

CETS #:	**28564**
Agency Reference #:	

2. **DEFINITIONS**

TERM	DEFINITION
State	The State of Nevada and any State agency identified herein, its officers, employees and immune contractors.
Contracting Entity	The public entities identified above.
Fiscal Year	The period beginning July 1st and ending June 30th of the following year.
Contract	Unless the context otherwise requires, 'Contract' means this document titled Interlocal Contract Between Public Agencies and all Attachments or Incorporated Documents.

3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in ***Section 4, Termination***.

Effective From:	July 1, 2023	To:	June 30, 2027

4. **TERMINATION**. This Contract may be terminated by either party prior to the date set forth in ***Section 3, Contract Term***, provided that a termination shall not be effective until **30** days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.

5. **NOTICE**. All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.

6. **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
ATTACHMENT B:	CONFIDENTIALITY ADDENDUM

Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligations of the State under this Contract, shall be void and unenforceable.

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

Not to Exceed $.08 (eight cents)	Each $100.00 of assessed valuation of all taxable property as established by NRS 428.285

Total Contract Not to Exceed:	$2,079,643.83

Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

8. **ASSENT**. The parties agree that the terms and conditions listed in the 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 expressly provided.

CETS #:	28564
Agency Reference #:	

9. **INSPECTION & AUDIT**

A. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and document as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.

B. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

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

10. **BREACH - REMEDIES**. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall not exceed $150.00 per hour.

11. **LIMITED LIABILITY**. The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.

12. **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, acts of public enemy, acts of terrorism, 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.

13. **INDEMNIFICATION**. Neither party waives any right or defense to indemnification that may exist in law or equity.

14. **INDEPENDENT PUBLIC AGENCIES**. The parties are associated with each other only for the purposes and to the extent 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 constructed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

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

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

CETS #:	28564
Agency Reference #:	

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

18. **OWNERSHIP OF PROPRIETARY INFORMATION.** Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

19. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

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

21. **FEDERAL FUNDING.** In the event, federal funds are used for payment of all or part of this Contract, the parties agree to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:

    A. The parties certify, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation Subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

    B. The parties and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.

    C. The parties and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

    D. 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).

22. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in ***Section 6, Incorporated Documents.***

23. **GOVERNING LAW – JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.

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

CETS #:	28564
Agency Reference #:	

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

LYON COUNTY HUMAN SERVICES

David Hockaday — 12/21/2023 (Date) — Chair, Lyon County Board of County Commissioners (Title)

David Hockaday

DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS)
DIVISION OF WELFARE AND SUPPORTIVE SERVICES (DWSS)

Robert H. Thompson — 12/29/2023 (Date) — Administrator (Title)

Robert H. Thompson

DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS)
DIVISION OF HEALTH CARE FINANCING AND POLICY (DHCFP)

Sandie Ruybalid, CPM for — 01/03/2024 (Date) — Administrator (Title)

Sandie Ruybalid, CPM for (Jan 3, 2024 09:49 PST)

Stacie Weeks, JD, MPH

Amy L. Stephenson

Signature – Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On: FEB 13 2024

Date

Approved as to form by:

Karen Griffin

Karen Griffin (Jan 2, 2024 16:53 PST)

Deputy Attorney General for Attorney General

On: 01/02/2024

Date

ATTACHMENT A
SCOPE OF WORK

COUNTY MATCH

A. PURPOSE AND OBJECTIVES:

The Department of Health and Human Services (DHHS) is the designated "single State agency" responsible for medical assistance provided in Nevada under authority of Title XIX of the Social Security Act. The Division of Welfare and Supportive Services (DWSS) and the Division of Health Care Financing and Policy (DHCFP) are responsible for implementing the State Plan under Title XIX, pursuant to Title 42, Chapter IV, Subchapter C of the Code of Federal Regulations, and Chapters 428 and 422 of Nevada Revised Statutes (NRS).

This Interlocal Agreement authorizes DWSS and DHCFP to provide the administrative services necessary to implement the program of medical assistance to individuals who meet financial and medical eligibility criteria as defined below and the County to provide the non-federal share to DHCFP for medical, administrative, and transaction costs incurred as a result of this medical assistance program.

B. DWSS AGREES:

1. To determine Medicaid eligibility based on criteria established and set forth in DHCFP's Title XIX State Plan and related policies and procedures. The criteria DWSS uses to determine eligibility includes a percentage of the Supplemental Security Income Federal Benefit Rate (SSI/FBR) prescribed annually by the DHHS Director. Eligible Medicaid recipients covered by this contract meet institutional level of care criteria and are provided with either institutional or community–based waiver services.

2. To determine county of residence in accordance with NRS 428.020. Disputes concerning county of residence shall be referred by the disputing County to the Nevada Association of Counties (NACO), which it is specifically agreed, has authority to issue a final decision.

3. To provide a copy of newly approved applications, either by paper or an electronic PDF document, or provide electronic access to the necessary eligibility information the County may need.

4. To provide DWSS's hearing process to those individuals or their guardians/authorized representatives who disagree with the eligibility determination.

5. Medicaid eligibility can only be determined to be effective no earlier than three months before the month of application.

C. DHCFP AGREES:

1. To process claims for medical services through the Medicaid fiscal agent.

2. To reimburse qualified providers for services covered in the Medicaid State Plan at the same rate as for all Medicaid patients.

3. To resolve provider inquiries and complaints regarding reimbursement.

4. To process patient liability for hospital and/or nursing home costs as determined by DWSS and to apply cost avoidance claims processing procedures when third party liability has been established.

5. To invoice the County retrospectively on or around the 15th of the following month for the non-federal share of Medicaid costs based on actual expenditures as determined by the criteria established and set forth in DHCFP's Title XIX State Plan and related policies and procedures.

6. To send monthly itemized reports retrospectively to the County that include the names of eligible county patients, dates of service, dates of payment, and total dollar amount of all payments made to Medicaid. The monthly reports shall reflect all credits or debits as a result of claim adjustments by the fiscal agent and medical services credits, including Medicaid Estate Recovery (MER) and Medicaid Qualified Income Trust (QIT) Recoveries, which shall be calculated and applied against the amount owed for the month.

7. To determine the amount owed by each County for the non-federal share of Medicaid costs, including medical claims payments, Medicare Part B premiums, Medicare Part D payments, and administrative costs.

    a. The federal share of medical claims payments, Medicare Part B premiums, and Medicare Part D payments are calculated by the Federal government at least annually.

    b. Administrative costs include, but are not limited to, the cost for staffing, processing claims, institutional audits, and mainframe computer use. Administrative costs shall be re-determined each fiscal year based on negotiation with the fiscal agent and DWSS studies. DHCFP shall notify the County of the administrative cost per case each fiscal year and provide the County with the methodology used to determine the administrative costs.

8. In order to meet State Fiscal Year End closing deadlines, DHCFP shall submit June invoices no later than July 8th of each year.

9. To determine and provide biennial projections to be included as an attachment to the contract. DHCFP shall monitor monthly invoices and projections to determine if a contract amendment is necessary to align with the requirements of NRS 428.

D. COUNTY AGREES:

1. To accept DWSS's criteria for Medicaid eligibility.

2. To allow eligibility disputes to be appealed through DWSS's hearing process by the applicant or authorized representative/guardian.

3. To refer disputes concerning county of residence to NACO whose decision shall be final. The disputing County originally billed is responsible for payment of claims until the dispute is resolved, at which time NACO shall issue a written determination to notify the counties involved in the dispute and to notify DHCFP to make adjusting entries.

4. To accept and abide by DHCFP's determination of medically necessary services.

5. Eligible recipients, pursuant to this Agreement, shall be entitled to receive the full range of medical services contained in the Nevada Medicaid Program State Plan.

6. No state appropriation is available to fund this program. From the time of billing, county funds shall be paid within 30 calendar days from the date of the invoice to be used as the non-federal share of costs.

7. Payments made by the County shall be derived from public funds that meet the requirements of 42 C.F.R. 433.51 and NRS Chapter 428, such as general county tax revenues or other general revenues of the County.

E. ALL PARTIES AGREE:

1. It is specifically understood this Agreement is designed to expand Medicaid income eligibility criteria to include those individuals whose net countable income is specified above in B.1, including Medicaid receiving institutional and community-based waiver services. It is further specifically understood that the non-federal share of Medicaid expenditures for those qualifying individuals shall be paid by the County from public funds per 42 C.F.R 433.51.

2. It is specifically understood by all parties that Medicaid eligibility can only be determined to be effective no earlier than three months before the month of application.

3. All payments under this Agreement are contingent upon the availability of the necessary funds from the federal government. In the event sufficient funds, as determined by DHCFP, are not available for any reason, DHCFP shall not be obligated to make any payments to the County under this Agreement. DHCFP shall notify the County of the insufficient funds as soon as practicable after making that decision. This provision is a condition precedent to DHCFP's obligation to make any payments under the Agreement. Nothing in this Agreement shall be construed to provide the County with a right of payment over any other entity. If payments, which are otherwise due to the County under this Agreement, are deferred because of the unavailability of sufficient funds, such payments shall be made to the County if sufficient funds later become available.

4. For all counties with a population below 100,000, the total billable amount for both populations shall not exceed the eight cent cap as established by NRS 428.285(4).

5. The parties shall cooperate to present an amendment to the Board of County Commissioners for consideration as needed to conform the contract amount if it exceeds or is anticipated to exceed projected values. The County shall not attempt to exceed the "not to exceed" value of the contract if an amendment has not been approved by the Board of County Commissioners to do the same.

ATTACHMENT B

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES

CONFIDENTIALITY ADDENDUM

BETWEEN

The Division of Health Care Financing and Policy
Herein after referred to as the "Division"

and

Lyon County Human Services
Herein after referred to as the "Contractor"

This CONFIDENTIALITY ADDENDUM (the Addendum) is hereby entered into between Division and Contractor.

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

NOW, THEREFORE, Division and Contractor agree as follows:

I. DEFINITIONS

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

1. **Agreement** shall refer to this document and that particular inter-local or other agreement to which this addendum is made a part.

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

3. **Contractor** shall the name of the organization described above.

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

II. TERM

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

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

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

IV. PERMITTED USES AND DISCLOSURES OF INFORMATION BY CONTRACTOR

Contractor shall be permitted to use and/or disclose the confidential information accessed, viewed or from Division for the purpose(s) required in fulfilling its responsibilities under the primary inter-local or other agreement.

V. USE OR DISCLOSURE OF INFORMATION

Contractor may use information as stipulated in the primary inter-local or other agreement if necessary for the proper management and administration of Contractor; to carry out legal responsibilities of Contractor; and to provide data aggregation services relating to the health care operations of Division. Contractor may disclose information if:

1. The disclosure is required by law; or

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

3. The Contractor has obtained written approval from the Division.

VI. OBLIGATIONS OF CONTRACTOR

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

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

3. **Reporting of Improper Use or Disclosure.** Contractor to notify the Division in writing immediately upon discovery of any use or disclosure of confidential information not provided for by Agreement.

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

5. Nothing herein abrogates or lessens any obligations related to confidential information as Required by Law.

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: May 1, 2025

Agenda Item Number:
10.f

Subject:
For Possible Action: Approve the adjusted grant award from the State of Nevada Department of Sentencing Policy, for FY25 Nevada Local Justice Reinvestment Grant Reentry Support Program, in the amount of $39,284 with a match of $11,742.

Summary:
Funds will be de-obligated back to the grantor and was approved in the amount of $153,884 with a match of $46,076 on June 20, 2024. The NLJR grant was originally presented as ongoing funding, being the first year LCHS did not commit payroll to this grant budget, only contracts, training, and travel. LCHS experienced difficulty onboarding and maintaining contractors as originally planned and requested a budget modification. NLJR was unsuccessful in their legislative attempt to continue funding and requested to deobligate as opposed to modify the budget to allow for successful spend down.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Approve the adjusted grant award from the State of Nevada Department of Sentencing Policy, for FY25 Nevada Local Justice Reinvestment Grant Reentry Support Program, in the amount of $39,284 and with a match of $11,742.

ATTACHMENTS

- FY25 Adjusted Nevada Local Justice Reinvestment Grant, Reentry Support Program

STATE OF NEVADA

DEPARTMENT OF SENTENCING POLICY

NEVADA LOCAL JUSTICE REINVESTMENT GRANT

Adjusted Grant Award

SUBRECIPIENT:	Lyon County Human Services	ALLOCATION NUMBER:	24NLJR03
ADDRESS:	620 Lake Ave Silver Springs NV, 89429		
		GRANT FUNDS:	$39,284
PROJECT TITLE:	Reentry Support	MATCHING FUNDS:	$11,742
GRANT PERIOD:	July 1, 2024, through June 30, 2025	TOTAL:	$51,026

APPROVED BUDGET FOR PROJECT

CATEGORY	**TOTAL PROJECT COSTS**
Personnel	$0.00
Consultant/Contractual Services	$27,562
Travel/Training	$8,222
Supplies/Operating/Matching	$2,025
Indirect	$0.00
Equipment	$0.00
Other	$1,475
Total:	**$51,026**

This award is subject to the requirements established by the Nevada Department of Sentencing Policy.

_✓_ SPECIAL CONDITIONS: This project is subject to such conditions or limitations as set forth on the attached page(s).

AGENCY APPROVAL	**SUB-GRANTEE ACCEPTANCE**
Jorja Powers, Executive Director Department of Sentencing Policy	Scott Keller, Chairman Lyon County Board of Commissioners
X	X
Signature of Approving Officer Date	Signature of Approving Officer Date

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: May 1, 2025

Agenda Item Number:
10.g

Subject:
For Possible Action: Approve a grant award amendment to adjust the funding amount to the FY25 Women, Infants, and Children (WIC) program award from the Division of Public and Behavioral Health from $164,569 to $324,801.

Summary:
This is an amendment to adjust the funding amount to the FY25 WIC grant award. This funding is 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 also 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:
Approve a grant award amendment to adjust the funding amount to the FY25 Women, Infants, and Children (WIC) program award from the Division of Public and Behavioral Health from $164,569 to $324,801.

ATTACHMENTS

- FY25 Women Infants & Children Notice of Subaward Amendment 2

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

Agency Ref, #: SG-2025-00727-2
Budget Account: 3214

SUBAWARD AMENDMENT # 2

Program Name: Women Infants & Children (WIC) Bureau of Child, Family and Community Wellness Kareen Filippi / kfilippi@health.nv.gov	**Subrecipient Name:** Lyon County Human Services Calli Pennine / cpennine@lyon-county.org
Address: 4150 Technology Way Carson City, Nevada 89706	**Address:** 620 Lake Ave Silver Springs, Nevada, 89429-9038
Subaward Period: 10/01/2024 through 09/30/2025	**Amendment Effective Date:** Upon approval by all parties.

This amendment reflects a change to: ☐ Scope of Work ☐ Term ☑ Budget ☑ Funding Source

Reason for Amendment: Adding remaining funding per full federal funding allocation.

Required Changes

Current Language: Total reimbursement through this subaward will not exceed $164,569.00. See Section B, C and D of the original subaward and amendment #1.

Amended Language: Total reimbursement through this subaward will not exceed $324,801.00. See attached Section C **revised on Feb 11, 2025.**

Approved Budget Categories	Current Budget	Amended Adjustments	Revised Budget
1. Personnel	$158,809.00	$158,809.00	$317,618.00
2. Travel	$3,664.00	$1,423.00	$5,087.00
3. Operating	$0.00	$0.00	$0.00
4. Equipment	$0.00	$0.00	$0.00
5. Contractual/Consultant	$0.00	$0.00	$0.00
6. Training	$2,096.00	$0.00	$2,096.00
7. Other	$0.00	$0.00	$0.00
TOTAL DIRECT COSTS	$164,569.00	$160,232.00	$324,801.00
8. Indirect Costs	$0.00	$0.00	$0.00
TOTAL APPROVED BUDGET	$164,569.00	$160,232.00	$324,801.00

Incorporated Documents:

Section B: Description of Services, Scope of Work and Deliverables revised on Feb 11, 2025

Section C: Budget and Financial Reporting Requirements revised on Feb 11, 2025

Section D: Request for Reimbursement revised on Feb 11, 2025

Section E: Audit Information Request revised on Feb 11, 2025

Section F: Current or Former State Employee Disclaimer revised on Feb 11, 2025

Section G: Business Associate Addendum revised on Feb 11, 2025

Section H: Matching Funds Agreement revised on Feb 11, 2025

Exhibit A: Original Notice of Subaward and all previous amendments

By signing this Amendment, the Authorized Subrecipient Official or their designee, Bureau Chief and DPBH 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.

Name	Signature	Date
Scott Keller, Chairman Lyon County Board		
Vickie Ives, Bureau Chief		

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

for Cody Phinney, Administrator, DPBH		

Federal Award Computation		Match	
Total Obligated by this Action:	$160,232.00	Match Required ☐ Y ☑ N	0.00%
Cumulative Prior Awards this Budget Period:	$164,569.00	Amount Required this Action:	$0.00
Total Federal Funds Awarded to Date:	$324,801.00	Amount Required Prior Awards:	$0.00
		Total Match Amount Required:	$0.00

Research and Development ☐ Y ☑ N

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

FOR AGENCY USE ONLY

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

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

Non-Federal Source Of Funds	% Funds	Amount	Budget Account	Category	GL	Function	Sub-Org
	0.00						

Job Number:	Description:

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

SECTION B

Description of Services, Scope of Work and Deliverables
revised on Feb 11, 2025

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

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

Scope of Work for Lyon County Human Services

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

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

2. Clinic Operations to include staff, facilities and equipment	Subgrantee shall operate clinic(s) in accordance with the State WIC Policy and Procedure Manual and 7CFR part 246, incorporated herein by reference as if set forth in full, subject to coordination and supervision of the State WIC Office. Facilities: Privacy: Subgrantee shall make provisions to ensure clinic space provides privacy and confidentiality for applicants during application and individual nutritional education procedures. Operating Hours: Full time clinics shall remain open for participant services a minimum of eight hours daily. Agencies are encouraged to provide staff manning during lunch period and give consideration to providing services prior to 8 AM and after 5 PM or on Saturday to meet the needs of participants receiving WIC benefits. Staff: Personnel Assigned: All staff changes must be preapproved. Terminations, replacements, or additions will be submitted to the State WIC Office prior to occurrence. The submitted information must include, at a minimum, staff title, rate of pay, and role duties. A pre-approval submission must be submitted, regardless of change in pre-approved budget. The WIC Director/manager or designated Local Agency personnel must notify the State WIC Office of any permanent changes with staff/staffing by completing the WIC Systems Application (WSA) and submitting it to WICGeneral@health.nv.gov. Personnel Assigned: Terminations, replacements or additions will be reported to the State WIC Office within seventy-two (72) hours of occurrence, and include affected employee's work location, position and work telephone number. Training: Subgrantee shall provide, or cause to be provided, training in accordance with State WIC program objectives and Value Enhanced Nutritional Assessment (VENA) guidance, for each appropriate WIC staff member during the term of this subgrant and will document such training. Training shall ensure that staff works toward meeting the six competency areas for WIC nutrition assessment; (1) principles of life-cycle nutrition; (2) nutrition assessment process; (3) anthropometric and hematological data collection; (4) communication; (5) multicultural awareness; (6) critical thinking. Budget: Subgrantee must submit to the State WIC Office for pre-approval an Authorization to Purchase prior to any purchases of non-budgeted / awarded items. Program Reviews: At least once every two years the Subgrantee's clinical operations, fiscal	09/30/2025	Any change in clinic location, including opening of a new clinic, must be approved in writing by State WIC Office at least 60 days prior to change in clinic location. A copy of the proposed lease must be forwarded to the State WIC Office for review prior to execution Laboratory Registration: All metropolitan area subgrantees must register all clinics with the United States Department of Health and Human Services in accordance with 42 CFR part 493 and with the Nevada Bureau of Health Care Quality and Compliance in accordance with Nevada Administrative Code 652. Rural clinics will make arrangements with nurses in their respective counties to perform hemoglobin tests in accordance with policy #CT: 13 of the State WIC Policy and Procedure Manual. Equipment: Title: All property purchased with funds provided by the State WIC program pursuant to this subgrant that are not fully consumed in performance of this subgrant shall be the property of the State WIC program. Inventory: Equipment having a useful life over one year purchased using WIC funds, will be inventoried, and reported annually, with clinic plan, to the State WIC Office prior to September 30th of the current subgrant year. The inventory list shall include date of purchase, cost, clinic location, and if available, State of Nevada inventory tag number and/or subgrantee inventory tag number. Loss: Subgrantee shall be responsible for all equipment purchased with funds provided by State WIC, insuring that said equipment is maintained in good repair and working order. In the event of loss of said equipment, due to theft or disaster, Subgrantee shall replace such equipment with equipment of like value at Subgrantee expense. Purchases: Equipment purchases and all purchases of computer software/ hardware must receive prior written approval from State WIC Office by completing an Authorization to Purchase.

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

	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. Employment: Subgrantee shall state in all solicitation or advertisements for employees placed by or on behalf of subgrantee that all applicants for employment shall receive consideration regardless of race, color, national origin, sex (including gender identity and sexual orientation, disability, age, or prior civil rights activity. Subgrantee must comply with the nondiscrimination assurances required by FNS Instruction 113-1 and Form FNS-339		https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by: o Mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; or o Fax: (833) 256-1665 or (202) 690-7442; or o Email: Program.intake@usda.gov

Goal: Growth and advancement of WIC participation

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

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

SECTION C
Budget and Financial Reporting Requirements
revised on Feb 11, 2025

Identify the source of funding on all printed documents purchased or produced within the scope of this subaward, using a statement similar to: "This publication (journal, article, etc.) was supported by the Nevada State Department of Health and Human Services through Grant # 7NV700NV7 from USDA WIC Admin 2025. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department nor USDA WIC Admin 2025."

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

Subrecipient agrees to adhere to the following budget:

Total Personnel Costs	Including Fringe					**Total:**	$317,618
Employee	Annual Salary	Fringe Rate	% of Time	Months	Annual % of Months worked	Amount Requested	Subject to Indirect? Fringe Salary
Calli Pennine Sr. Office Asst., Position Control #11729 Hourly Rate: $21.44 - 11 hrs/Pay Period Fringe Includes (annually): PERS $14,816; Workers Comp $2,577; Health $15,854; Medicare $641	$44,226.00	76.62%	20.00%	12.00	100.00%	$15,622.39	☐ ☐
Facilitates participant traffic and appointment check-in, scheduling, support for needs not scheduled, and WIC Voter Registrations.							
Candis Rogers Sr. Office Asst., Position Control #11703 Hourly Rate: $24.90 - 11 hrs/Pay Period Fringe Includes (annually): PERS $16,998; Workers Comp $2,577; Health $12,342; Medicare $736	$50,741.00	64.35%	20.00%	12.00	100.00%	$16,678.57	☐ ☐
Facilitates participant traffic and appointment check-in, scheduling, support for needs not scheduled, and WIC Voter Registrations.							
Carly Thom Program Super., Position Control #60150 Hourly Rate: $31.82 - 12 hrs/Pay Period Fringe Includes (annually): PERS $21,719; Workers Comp $2,577; Health $15,853; Medicare $941	$64,831.00	63.38%	15.00%	12.00	100.00%	$15,888.13	☐ ☐
Supervises the activities of assigned staff; coordinates, prioritizes and assigns tasks and projects; tracks and reviews work progress and activities. Assists in the development and implementation of goals, objectives, policies, procedures and work standards; analyzes information pertaining to program operations. Provides oral and written presentations on behalf of the program as required; represents the program with other agencies.							

Donna McCormick Sr. Office Asst., Position Control #11728 Hourly Rate: $21.56 - 11 hrs/Pay Period Fringe Includes (annually): PERS $14,871; Workers Comp $2,577; Health $12,342; Medicare $643	$44,392.00	68.56%	20.00%	12.00	100.00%	$14,965.43	☐	☐
Facilitates participant traffic and appointment check-in, scheduling, support for needs not scheduled, and WIC Voter Registrations.								
Maria Elena Rodarte (Fernley) WIC Specialist, Position Control #60200 Hourly Rate: $30.39 - 80 hrs/Pay Period Fringe Includes (annually): PERS $21.046; Workers Comp $2,578; Health $15,799; Medicare $666	$62,824.00	63.81%	100.00%	12.00	100.00%	$102,911.99	☐	☐
Provides nutrition education, breastfeeding support, supplemental food issuance and referrals to health and other social services. Educates participants regarding proper nutrition on an ongoing basis. Educates and supports participants in breastfeeding and issue/ train on breast pump usage as needed. Determines eligibility for services using guidelines provided by State WIC program. Weighs and measures pregnant women, infants and children using scales, recumbent boards and upright measuring boards. Issues WIC benefits on WIC EBT cards, which allows the participant, Parents/caretakers, or proxies to purchase food package from an authorized WIC vendor.								
Mirian Zarazua (Yerington) WIC Specialist, Position Control #60204 Hourly Rate: $31.23 - 48 hrs/Pay Period Fringe Includes (annually): PERS $11.136; Workers Comp $2,578; Health $15,853; Medicare $923	$63,339.00	47.91%	60.00%	12.00	100.00%	$56,210.83	☐	☐
Provides nutrition education, breastfeeding support, supplemental food issuance and referrals to health and other social services. Educates participants regarding proper nutrition on an ongoing basis. Educates and supports participants in breastfeeding and issue/ train on breast pump usage as needed. Determines eligibility for services using guidelines provided by State WIC program. Weighs and measures pregnant women, infants and children using scales, recumbent boards and upright measuring boards. Issues WIC benefits on WIC EBT cards, which allows the participant, Parents/caretakers, or proxies to purchase food package from an authorized WIC vendor.								
Rebecca Boehner (Dayton/Silver Springs) WIC Specialist, Position Control #60201 Hourly Rate: $27.68 - 80 hrs/Pay Period Fringe Includes (annually): PERS $19,092; Workers Comp $2,578; Health $15,851; Medicare $826	$56,991.00	67.29%	100.00%	12.00	100.00%	$95,340.24	☐	☐
Provides nutrition education, breastfeeding support, supplemental food issuance and referrals to health and other social services. Educates participants regarding proper nutrition on an ongoing basis. Educates and supports participants in breastfeeding and issue/ train on breast pump usage as needed. Determines eligibility for services using guidelines provided by State WIC program. Weighs and measures pregnant women, infants and children using scales, recumbent boards and upright measuring boards. Issues WIC benefits on WIC EBT cards, which allows the participant, Parents/caretakers, or proxies to purchase food package from an authorized WIC vendor.								

In-State Travel				**Total:**	$2,475
Destination of Trip: NWA Annual Conference in Las Vegas					
	Cost	# of Trips	# of Days	# of Staff	Total
Airfare: cost per trip (origin & designation) x # of trips x # of staff	$360.00	2		1	$720.00
Baggage fee: $ amount per person x # of trips x # of staff	$0.00				$0.00
Per Diem: $ per day per GSA rate for area x # of trips x # of staff	$86.00	1	4	2	$688.00
Lodging: $ per day + $ tax = total $ x # of trips x # of nights x # of staff	$126.00	1	3	2	$756.00
Ground Transportation: $ per r/trip x # of trips x # of staff	$50.00	1	2	1	$100.00
Mileage: (rate per mile x # of miles per r/trip) x # of trips x # of staff	$57.50	1		2	$115.00
Parking: $ per day x # of trips x # of days x # of staff	$12.00	1	4	2	$96.00
Carly Thom and Jenna Dykes will attend the NWA Conference in Las Vegas in April 2025. Airfare: 360x1x2=720 Per Diem: 86x1x2x2=344 Lodging: 126x1x4x2=1008 Motor Pool: 50x1x2x1= 100 Mileage: 57x1x2=115 Parking: 12x1x4x2=96					$2,475.00

Out of State Travel			OSMot Days	**Total:**	$2,612
Destination of Trip: Breastfeeding Conference in Baltimore					
	Cost	# of Trips	# of Days	# of Staff	Total
Airfare: cost per trip (origin & designation) x # of trips x # of staff	$419.00	1		2	$838.00
Baggage fee: $ amount per person x # of trips x # of staff	$0.00				$0.00
Per Diem: $ per day per GSA rate for area x # of trips x # of staff	$86.00	1	3	2	$516.00
Lodging: $ per day + $ tax = total $ x # of trips x # of nights x # of staff	$124.00	1	4	2	$992.00
Ground Transportation: $ per r/trip x # of trips x # of staff	$27.00	1	2	1	$54.00
Mileage: (rate per mile x # of miles per r/trip) x # of trips x # of staff	$58.00	1		2	$116.00
Parking: $ per day x # of trips x # of days x # of staff	$12.00	1	4	2	$96.00
Carly Thom and Becky Boehner will attend the Breastfeeding Conference in November 2024 in Baltimore.					$2,612.00

Operating	**Total:**	$0

Equipment	**Total:**	$0

Contractual/Contractual and all Pass-thru Subawards	**Total:**	$0

Training				**Total:**	$2,096
	Amount	# of FTE or Units	# of Months or Occurrences	Cost	
NWA Annual Conference	$449.00	2	1	$898.00	
Carly Thom will attend the NWA Conference in Las Vegas in April 2025.					
Breastfeeding Conference	$599.00	2	1	$1,198.00	
Carly Thom and Becky Boehner will attend the Breastfeeding Conference in November 2024 in Baltimore. Approved: $1,198 599x2x1					

Other				**Total:**	$0
				$0.00	☐

TOTAL DIRECT CHARGES	$324,801

Indirect Charges	Indirect Rate:	%	$0
Indirect Methodology: No indirect			

TOTAL BUDGET	**$324,801**

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

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

PROPOSED BUDGET SUMMARY

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

FUNDING SOURCES	Women Infants & Children (WIC)	Other Funding	Other Funding	Other Funding	Other Funding	Other Funding	Other Funding	Program Income	TOTAL
SECURED									
ENTER TOTAL REQUEST	$324,801.00								$324,801.00
EXPENSE CATEGORY									
Personnel	$317,618.00								$317,618.00
Travel	$5,087.00								$5,087.00
Operating	$0.00								$0.00
Equipment	$0.00								$0.00
Contractual/Consultant	$0.00								$0.00
Training	$2,096.00								$2,096.00
Other Expenses	$0.00								$0.00
Indirect	$0.00								$0.00
TOTAL EXPENSE	$324,801.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$324,801.00
These boxes should equal 0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
Total Indirect Cost	$0.00						Total Agency Budget		$324,801.00
							Percent of Subrecipient Budget		100.00%

B. Explain any items noted as pending:

C. Program Income Calculation:

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
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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).

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

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

- Total reimbursement through this subaward will not exceed $324,801.00;
- Requests for Reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred;
- Indicate what additional supporting documentation is needed in order to request reimbursement;
  - Subrecipient will submit monthly RFRs with backup documentation such as receipts and monthly invoices.; and
- Additional expenditure detail will be provided upon request from the Department.

Additionally, the Subrecipient agrees to provide:

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

The Department agrees:

- Identify specific items the program or Bureau must provide or accomplish to ensure successful completion of this project, such as:
  - Providing technical assistance, upon request from the Subrecipient;
  - Providing prior approval of reports or documents to be developed;
  - Forwarding a report to another party, i.e. CDC.
  - Providing additional information as it becomes available.
- The Department reserves the right to hold reimbursement under this subaward until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the Department.

Both parties agree:

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

Financial Reporting Requirements

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

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

SECTION D
Request for Reimbursement
revised on Feb 11, 2025

Program Name: Women Infants & Children (WIC)	Subrecipient Name: Lyon County Human Services
Address: 4150 Technology Way, Carson City, Nevada 89706	Address: 620 Lake Ave, Silver Springs, Nevada 89429-9038
Subaward Period: 10/01/2024 - 09/30/2025	Subrecipient's: EIN: 88-6000097 Vendor #: T40156600AA

FINANCIAL REPORT AND REQUEST FOR REIMBURSEMENT

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

Month(s)	Calendar Year

Approved Budget Category	A Approved Budget	B Total Prior Requests	C Current Request	D Year to Date Total	E Budget Balance	F Percent Expended
1. Personnel	$317,618.00	$0.00	$0.00	$0.00	$317,618.00	0.00%
2. Travel	$5,087.00	$0.00	$0.00	0.0000	$5,087.00	0.00%
3. Operating	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%
4. Equipment	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%
5. Contractual/Consultant	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%
6. Training	$2,096.00	$0.00	$0.00	$0.00	$2,096.00	0.00%
7. Other	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%
8. Indirect	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%
Total	**$324,801.00**	**$0.00**	**$0.00**	**$0.00**	**$324,801.00**	**0.00%**

MATCH REPORTING	Approved Match Budget	Total Prior Reported Match	Current Match Reported	Year to Date Total	Match Balance	Percent Complete
						0.00%

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

Authorized Signature | Title | Date

FOR DEPARTMENT USE ONLY

Is program contact required? ☐ Yes ☐ No Contact Person

Reason for contact:

Fiscal review/approval date:

Scope of Work review/approval date:

ASO or Bureau Chief (as required):

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

SECTION E

Audit Information Request

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

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

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

STATE OF NEVADA
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	Services

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

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

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

SECTION G

Business Associate Addendum

BETWEEN

Nevada Department of Health and Human Services

Hereinafter referred to as the "Covered Entity"

And

Lyon County Human Services

Hereinafter referred to as the "Business Associate"

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

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

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

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

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

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

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

individual. Refer to 45 CFR 160.103.

13. **Parties** shall mean the Business Associate and the Covered Entity.
14. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 CFR Parts 160 and 164, Subparts A, D and E.
15. **Protected Health Information** means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. Refer to 45 CFR 160.103 for the complete definition.
16. **Required by Law** means a mandate contained in law that compels an entity to make a use or disclosure of protected health information and that is enforceable in a court of law. This includes but is not limited to: court orders and court-ordered warrants; subpoenas, or summons issued by a court; and statues or regulations that require the provision of information if payment is sought under a government program providing public benefits. For the complete definition refer to 45 CFR 164.103.
17. **Secretary** shall mean the Secretary of the federal Department of Health and Human Services (HHS) or the Secretary's designee.
18. **Security Rule** shall mean the HIPAA regulation that is codified at 45 CFR Parts 160 and 164 Subparts A and C.
19. **Unsecured Protected Health Information** means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued in Public Law 111-5. Refer to 42 USC 17932 and 45 CFR 164.402.
20. **USC** stands for the United States Code.

II. OBLIGATIONS OF THE BUSINESS ASSOCIATE.

1. **Access to Protected Health Information.** The Business Associate will provide, as directed by the Covered Entity, an individual or the Covered Entity access to inspect or obtain a copy of protected health information about the Individual that is maintained in a designated record set by the Business Associate or, its agents or subcontractors, in order to meet the requirements of the Privacy Rule, including, but not limited to 45 CFR 164.524 and 164.504(e) (2) (ii) (E). If the Business Associate maintains an electronic health record, the Business Associate or, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to 42 USC 17935.
2. **Access to Records.** The Business Associate shall make its internal practices, books and records relating to the use and disclosure of protected health information available to the Covered Entity and to the Secretary for purposes of determining Business Associate's compliance with the Privacy and Security Rule in accordance with 45 CFR 164.504(e)(2)(ii)(H).
3. **Accounting of Disclosures.** Promptly, upon request by the Covered Entity or individual for an accounting of disclosures, the Business Associate and its agents or subcontractors shall make available to the Covered Entity or the individual information required to provide an accounting of disclosures in accordance with 45 CFR 164.528, and the HITECH Act, including, but not limited to 42 USC 17935. The accounting of disclosures, whether electronic or other media, must include the requirements as outlined under 45 CFR 164.528(b).
4. **Agents and Subcontractors.** The Business Associate must ensure all agents and subcontractors to whom it provides protected health information agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to all protected health information accessed, maintained, created, retained, modified, recorded, stored, destroyed, or otherwise held, transmitted, used or disclosed by the agent or subcontractor. The Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under 45 CFR 164.530(f) and 164.530(e)(1).
5. **Amendment of Protected Health Information.** The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the Business Associate or, its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of the Privacy Rule, including, but not limited to, 45 CFR 164.526.
6. **Audits, Investigations, and Enforcement.** The Business Associate must notify the Covered Entity immediately upon learning the Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency. The Business Associate shall provide the Covered Entity with a copy of any protected health information that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently with providing such information to the Secretary or other federal or state oversight agency. The Business Associate and individuals associated with the Business Associate are solely responsible for all civil and criminal penalties assessed as a result of an audit, breach, or violation of HIPAA or HITECH laws or regulations. Reference 42 USC 17937.
7. **Breach or Other Improper Access, Use or Disclosure Reporting.** The Business Associate must report to the Covered Entity, in writing, any access, use or disclosure of protected health information not permitted by the agreement, Addendum or the Privacy and Security Rules. The Covered Entity must be notified immediately upon discovery or the first day such breach or suspected breach is known to the Business Associate or by exercising reasonable diligence would have been known by the Business Associate in accordance with 45 CFR 164.410, 164.504(e)(2)(ii)(C) and 164.308(b) and 42 USC 17921. The Business Associate must report any improper access, use or disclosure of protected health information by: The Business Associate or its agents or subcontractors. In the event of a breach or suspected breach of protected health information, the report to the Covered Entity must be in writing and include the following: a brief description of the incident; the date of the incident; the date the incident was discovered by the Business Associate; a thorough description of the unsecured protected health information that was involved in the incident; the number of individuals whose protected health information was involved in the incident; and the steps the Business Associate is taking to investigate the incident and to protect against further incidents. The Covered Entity will determine if a breach of unsecured protected health information has occurred and will notify the Business Associate of the determination. If a breach of unsecured protected health information is determined, the Business Associate must take prompt corrective action to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately.
8. **Breach Notification Requirements.** If the Covered Entity determines a breach of unsecured protected health information by the Business Associate has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with 42 USC 17932 and 45 CFR 164.404 through 164.406. The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media,

when necessary, as specified in 45 CFR 164.404 and 45 CFR 164.406 has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others as well as costs associated with mitigating future breaches. The Business Associate must notify the Secretary of all breaches in accordance with 45 CFR 164.408 and must provide the Covered Entity with a copy of all notifications made to the Secretary.

9. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 USC 17934, if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Contract or Addendum, the Business Associate must immediately report the problem to the Secretary.
10. **Data Ownership.** The Business Associate acknowledges that the Business Associate or its agents or subcontractors have no ownership rights with respect to the protected health information it accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses.
11. **Litigation or Administrative Proceedings.** The Business Associate shall make itself, any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations under the agreement or Addendum, available to the Covered Entity, at no cost to the Covered Entity, to testify as witnesses, or otherwise, in the event litigation or administrative proceedings are commenced against the Covered Entity, its administrators or workforce members upon a claimed violation of HIPAA, the Privacy and Security Rule, the HITECH Act, or other laws relating to security and privacy.
12. **Minimum Necessary.** The Business Associate and its agents and subcontractors shall request, use and disclose only the minimum amount of protected health information necessary to accomplish the purpose of the request, use or disclosure in accordance with 42 USC 17935 and 45 CFR 164.514(d)(3).
13. **Policies and Procedures.** The Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA and the HITECH Act as described in 45 CFR 164.316 and 42 USC 17931.
14. **Privacy and Security Officer(s).** The Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include: monitoring the Privacy and Security compliance of the Business Associate; development and implementation of the Business Associate's HIPAA Privacy and Security policies and procedures; establishment of Privacy and Security training programs; and development and implementation of an incident risk assessment and response plan in the event the Business Associate sustains a breach or suspected breach of protected health information.
15. **Safeguards.** The Business Associate must implement safeguards as necessary to protect the confidentiality, integrity, and availability of the protected health information the Business Associate accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses on behalf of the Covered Entity. Safeguards must include administrative safeguards (e.g., risk analysis and designation of security official), physical safeguards (e.g., facility access controls and workstation security), and technical safeguards (e.g., access controls and audit controls) to the confidentiality, integrity and availability of the protected health information, in accordance with 45 CFR 164.308, 164.310, 164.312, 164.316 and 164.504(e)(2)(ii)(B). Sections 164.308, 164.310 and 164.312 of the CFR apply to the Business Associate of the Covered Entity in the same manner that such sections apply to the Covered Entity. Technical safeguards must meet the standards set forth by the guidelines of the National Institute of Standards and Technology (NIST). The Business Associate agrees to only use or disclose protected health information as provided for by the agreement and Addendum and to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate, of a use or disclosure, in violation of the requirements of this Addendum as outlined under 45 CFR 164.530(e)(2)(f).
16. **Training.** The Business Associate must train all members of its workforce on the policies and procedures associated with safeguarding protected health information. This includes, at a minimum, training that covers the technical, physical and administrative safeguards needed to prevent inappropriate uses or disclosures of protected health information; training to prevent any intentional or unintentional use or disclosure that is a violation of HIPAA regulations at 45 CFR 160 and 164 and Public Law 111-5; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of protected health information. Workforce training of new employees must be completed within 30 days of the date of hire and all employees must be trained at least annually. The Business Associate must maintain written records for a period of six years. These records must document each employee that received training and the date the training was provided or received.
17. **Use and Disclosure of Protected Health Information.** The Business Associate must not use or further disclose protected health information other than as permitted or required by the agreement or as required by law. The Business Associate must not use or further disclose protected health information in a manner that would violate the requirements of the HIPAA Privacy and Security Rule and the HITECH Act.

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

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

breaches of confidentiality of protected health information to the extent it has obtained knowledge of such breach. Refer to 45 CFR 164.502 and 164.504 and 42 USC 17934.

d. The Business Associate may use or disclose protected health information to report violations of law to appropriate federal and state authorities, consistent with 45 CFR 164.502(j)(1).

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

IV. OBLIGATIONS OF COVERED ENTITY

1. The Covered Entity will inform the Business Associate of any limitations in the Covered Entity's Notice of Privacy Practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of protected health information.
2. The Covered Entity will inform the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes may affect the Business Associate's use or disclosure of protected health information.
3. The Covered Entity will inform the Business Associate of any restriction to the use or disclosure of protected health information that the Covered Entity has agreed to in accordance with 45 CFR 164.522 and 42 USC 17935, to the extent that such restriction may affect the Business Associate's use or disclosure of protected health information.
4. Except in the event of lawful data aggregation or management and administrative activities, the Covered Entity shall not request the Business Associate to use or disclose protected health information in any manner that would not be permissible under the HIPAA Privacy and Security Rule and the HITECH Act, if done by the Covered Entity.

V. TERM AND TERMINATION

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

VI. MISCELLANEOUS

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

5. **Regulatory Reference.** A reference in this Addendum to a section of the HITECH Act, HIPAA, the Privacy Rule and Security Rule means the sections as in effect or as amended.
6. **Survival.** The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall survive the termination of this Addendum.

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

Section H is not applicable for this Subaward

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: May 1, 2025

Agenda Item Number:
10.h

Subject:
For Possible Action: Accept a subaward amendment to the Family Planning Grant with the Nevada Department of Health and Human Services, Division of Public & Behavioral Health, to deobligate $4,858 from the FY25 awarded amount of $27,540, with the final amount being $22,682.

Summary:
The Family Planning grant is intended to provide family planning and reproductive health services to help individuals in Lyon County with difficulties obtaining such services. Lyon County Human Services will contract with Healthy Communities Coalition of Lyon and Storey Counties to provide family planning education, awareness and outreach activities to the community on targeted family planning topics, and care coordination in collaboration with the Department of Public and Behavioral Health (DPBH) Community Health Nursing program throughout Lyon County.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Accept a subaward amendment to the Family Planning Grant with the Nevada Department of Health and Human Services, Division of Public & Behavioral Health, to deobligate $4,858 from the FY25 awarded amount of $27,540, with the final amount being $22,682.

ATTACHMENTS
- FY25 Family Planning Grant Award Amendment #1

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

Agency Ref, #: SG-2025-00601-1
Budget Account: 3155

SUBAWARD AMENDMENT # 1

Program Name: Family Planning Bureau of , Shayla Homes / sholmes@lyon-county.org	**Subrecipient Name:** Lyon County Human Services Shayla Holmes / sholmes@lyon-county.org
Address: 4150 Technology Way Carson City, Nevada 89706	**Address:** 620 Lake Ave Silver Springs, Nevada, 89429-9038
Subaward Period: 07/01/2024 through 06/30/2025	**Amendment Effective Date:** Upon approval by all parties.

This amendment reflects a change to: ☐ Scope of Work ☐ Term ☑ Budget ☑ Funding Source

Reason for Amendment: Lyon County Human Services has requested a deobligation of some funds.

Required Changes

Current Language: Total reimbursement through this subaward will not exceed $27,540.00. See Section B, C and D of the original subaward.

Amended Language: Total reimbursement through this subaward will not exceed $22,682.00. See attached Section C **revised on Sep 17, 2024.**

Approved Budget Categories	Current Budget	Amended Adjustments	Revised Budget
1. Personnel	$0.00	$0.00	$0.00
2. Travel	$0.00	$0.00	$0.00
3. Operating	$4,500.00	($4,500.00)	$0.00
4. Equipment	$0.00	$0.00	$0.00
5. Contractual/Consultant	$13,500.00	$0.00	$13,500.00
6. Training	$0.00	$0.00	$0.00
7. Other	$7,500.00	$1.00	$7,501.00
TOTAL DIRECT COSTS	$25,500.00	($4,499.00)	$21,001.00
8. Indirect Costs	$2,040.00	($359.00)	$1,681.00
TOTAL APPROVED BUDGET	$27,540.00	($4,858.00)	$22,682.00

Incorporated Documents:

Section B: Description of Services, Scope of Work and Deliverables revised on Sep 17, 2024

Section C: Budget and Financial Reporting Requirements revised on Sep 17, 2024

Section D: Request for Reimbursement revised on Sep 17, 2024

Section E: Audit Information Request revised on Sep 17, 2024

Section F: Current or Former State Employee Disclaimer revised on Sep 17, 2024

Section G: Business Associate Addendum revised on Sep 17, 2024

Section H: Matching Funds Agreement revised on Sep 17, 2024

Exhibit A: Original Notice of Subaward and all previous amendments

By signing this Amendment, the Authorized Subrecipient Official or their designee, Bureau Chief and DPBH 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.

Name	Signature	Date
Vida Keller, Chairman Board of County Commisioners		
Vickie Ives, Bureau Chief		
for Cody Phinney, Administrator, DPBH		

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

Non-Federal Source Of Funds	% Funds	Amount	Budget Account	Category	GL	Function	Sub-Org
General	100.00	$22,682.00	3155	29	8511	N/A	03
Job Number: N/A	**Description:** Account for Family Planning						

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

SECTION B

Description of Services, Scope of Work and Deliverables
revised on Sep 17, 2024

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

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

Scope of Work for Lyon County Human Services

Primary Goal: Provide family planning and reproductive health services in Lyon County, Nevada

Objective	Activities	Due Date	Documentation Needed
1. 1. Increase availability of family planning and reproductive health services, including education and outreach throughout Lyon County. Community Health Work (CHW) Program will increase the provision of family planning services in Dayton, Fernley, and Yerington once monthly. CHWs will provide family planning and outreach activities to employers, schools, before and after school programs, and the Boys and Girls Club of Mason Valley for Truckee Meadows 2. Increased access by reducing barriers to family planning services in Lyon County 3. Lyon County will participate in 4 quarterly calls with the Program Coordinator to monitor progress and address successes and challenges by June 29, 2025	1. CHW's will provide a minimum of 1 outreach activity per month in each community with at least 10 contacts logged at each event. 2. Remove barriers for patients by providing assistance with insurance co-pays and fees 3. Discuss success and challenges with Program Coordinator in 4 quarterly calls to be scheduled	06/30/2025	. Information to be included on all quarterly reports [All non-identifiable patient data must be reported broken down by the following and within the provided Excel Document given out by the program coordinator: -Age broken out by the following categories: 6-11, 12-17, 18-24, 25-29, 30-34, 35-39, 40-44, 45 and older. -Race: Native American, Hispanic, non-Hispanic white, non-Hispanic Black, non-Hispanic Asian, Other & Unknown -Ethnicity: Hispanic and non-Hispanic -Sex: male, female All Services provided using AFP funds must be broken down by the following: Birth Control: -Voluntary sterilizations -Surgical sterilizations for women -implantable rods -Copper-Based Intrauterine devices -Progesterone-based intrauterine devices -Injections -combined estrogen- and progestin- based drugs -Progestin based drugs -Extended or continuous-regimen drugs -Estrogen and progestin based patches -Vaginal contraceptive rings -diaphragms with spermicide -sponges with spermicide -cervical caps with spermicide -Condoms -Spermicide

			-combined estrogen and progestin-based drugs for emergency contraception or progestin based drugs for emergency contraception -Ulipristal acetate for emergency contraception Referrals: -preconception health services and assistance to achieve pregnancy -testing and treatment of sexually transmitted infections -consultation, examination, treatment, genetic counseling and prescriptions for the purpose of family planning Vaccinations: -any vaccinations recommended by the advisory committee on Immunization Practices of the Centers for Disease Control and Prevention of the United States Department of Health and Human Services Education: -education by a trained professional -distribution of information concerning family planning 2. Number of patients who received assistance with service fees 3. # of quarterly reports submitted timely # of calls conducted List of attendees Meeting notes

Account for Family Planning Program Scope of Work Template

Date: 04/27/2022 Version: 0.1

Account for Family Planning
Scope of Work for Lyon County (July 1, 2024 – June 30, 2025)

Baseline Narrative:						
Expected Outcomes:						
Goal 1: Provide family planning and reproductive health services in Lyon County, Nevada						
Objective	***Activities***	***Outputs***	***Timeline Begin/Completion***	***Target Population***	***Evaluation Measure (indicator)***	
1. Increase availability of family planning and reproductive health services, including education and outreach throughout Lyon County. Community Health Work (CHW) Program will increase the provision of family planning services in Dayton, Fernley, and Yerington once monthly. CHWs will provide family planning and outreach activities to	CHW's will provide a minimum of 1 outreach activity per month in each community with at least 10 contacts logged at each event.	Increased connection to services and referrals for family planning health services	07/01/2024 – 06/30/2025	Lyon County Residents	Information to be included on all quarterly reports [All non-identifiable patient data must be reported broken down by the following and within the provided Excel Document given out by the program coordinator: -Age broken out by the following categories: 6-11, 12-17, 18-24, 25-29, 30-34, 35-39, 40-44, 45 and older. -Race: Native American, Hispanic, non-Hispanic white, non-Hispanic Black, non-Hispanic Asian, Other & Unknown -Ethnicity: Hispanic and non-Hispanic -Sex: male, female All Services provided using AFP funds must be broken down by the following: Birth Control: -Voluntary sterilizations -Surgical sterilizations for women -implantable rods -Copper-Based Intrauterine devices -Progesterone-based intrauterine devices -Injections -combined estrogen- and progestin- based drugs -Progestin based drugs -Extended or continuous-regimen drugs	Quarterly reports due on: SFY24 October 15, 2024 January 15, 2025 April 15, 2025 June 30, 2025 Data must be reported on the excel sheet provided by DPBH Staff

employers, schools, before and after school programs, and the Boys and Girls Club of Mason Valley for Truckee Meadows					-Estrogen and progestin based patches -Vaginal contraceptive rings -diaphragms with spermicide -sponges with spermicide -cervical caps with spermicide -Condoms -Spermicide -combined estrogen and progestin-based drugs for emergency contraception or progestin based drugs for emergency contraception -Ulipristal acetate for emergency contraception Referrals: -preconception health services and assistance to achieve pregnancy -testing and treatment of sexually transmitted infections -consultation, examination, treatment, genetic counseling and prescriptions for the purpose of family planning Vaccinations: -any vaccinations recommended by the advisory committee on Immunization Practices of the Centers for Disease Control and Prevention of the United States Department of Health and Human Services Education: -education by a trained professional -distribution of information concerning family planning	
2. Increased access by reducing barriers to family planning services in Lyon County	Remove barriers for patients by providing assistance with insurance co-pays and fees	75% of individuals seeking assistance with service fees will received connection to an authorized provider	07/01/2024 – 06/30/2025	Lyon County Residents	Number of patients who received assistance with service fees	Case Files AWARDS Data report
1.2 Lyon County will participate in 4 quarterly calls with the	1.2.1 Discuss success and challenges with Program	Quarterly reports completed	07/01/2024 – 06/30/2025	Lyon County	# of quarterly reports submitted timely # of calls conducted List of attendees Meeting notes	Quarterly reports due on: SFY25

Program Coordinator to monitor progress and address successes and challenges by June 29, 2025	Coordinator in 4 quarterly calls to be scheduled	and submitted				October 15, 2024 January 15, 2025 April 15, 2025 June 30, 2025 Data must be reported on the excel sheet provided by DPBH Staff

STATE OF NEVADA
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SECTION C
Budget and Financial Reporting Requirements
revised on Sep 17, 2024

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

Any activities performed under this subaward shall acknowledge the funding was provided through the Department by Grant Number from .

Subrecipient agrees to adhere to the following budget:

Total Personnel Costs	Including Fringe	**Total:**	$0

In-State Travel	**Total:**	$0

Out of State Travel	OSMot Days	**Total:**	$0

Operating	**Total:**	$0

Equipment	**Total:**	$0

Contractual/Contractual and all Pass-thru Subawards				**Total:**	$13,500
Type:	Name: Healthy Communities				
Method of Selection: Sole Source					
Period of Performance: 7/1/2024 - 6/30/2025					
Scope of Work: Three Community Health Workers will provide one on one resource connection and education to youth and families connected through the school system and food pantries up to 4 hours/wk. Resource flyers/guide will be created and distributed through food pantries and to local providers.					
*Sole Source Justification: Only local Community Health Worker contractor working within the school system.					
Budget					
Personnel	$13,500.00				
Method of Accountability: HCC will provide quarterly updates to LCHS on outcomes for connections and resources. The resource/guide flyer will be distributed and made available for LCHS use as well.					Total: $13,500.00

Training	**Total:**	$0

Other				**Total:**	$7,501
Expenditure	Amount	# of FTE or Units	# of Months or Occurrences	Cost	Subject to Indirect
Other	$240.00	8	1	$1,920.00	☑
Barrier removal					
Other	$20.65	50	1	$1,033.00	☑
These non-latex condoms will be distributed to the community through our food pantries.					
Other	$17.00	150	1	$2,550.00	☑
These latex condoms will be distributed to the community through our food pantries.					
Other	$7.99	250	1	$1,998.00	☑
These over-the-counter pregnancy tests will be distributed to the community through our food pantries.					

TOTAL DIRECT CHARGES	$21,001

Indirect Charges	Indirect Rate:	8.0%	$1,681
Indirect Methodology: 8% of all direct expenses per Federally approved indirect agreement			

TOTAL BUDGET	**$22,682**

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

PROPOSED BUDGET SUMMARY

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

FUNDING SOURCES	Family Planning	Other Funding	Other Funding	Other Funding	Other Funding	Other Funding	Other Funding	Program Income	TOTAL
SECURED									
ENTER TOTAL REQUEST	$22,682.00								$22,682.00
EXPENSE CATEGORY									
Personnel	$0.00								$0.00
Travel	$0.00								$0.00
Operating	$0.00								$0.00
Equipment	$0.00								$0.00
Contractual/Consultant	$13,500.00								$13,500.00
Training	$0.00								$0.00
Other Expenses	$7,501.00								$7,501.00
Indirect	$1,681.00								$1,681.00
TOTAL EXPENSE	$22,682.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$22,682.00
These boxes should equal 0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
Total Indirect Cost	$1,681.00						Total Agency Budget		$22,682.00
							Percent of Subrecipient Budget		100.00%

B. Explain any items noted as pending:

C. Program Income Calculation:

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- Department of Health and Human Services policy allows no more than 10% flexibility of the total not to exceed amount of the subaward, within the approved Scope of Work/Budget. Subrecipient will obtain written permission to redistribute funds within categories. **Note: the redistribution cannot alter the total not to exceed amount of the subaward. Modifications in excess of 10% require a formal amendment.**
- Equipment purchased with these funds belongs to the federal program from which this funding was appropriated and shall be returned to the program upon termination of this agreement.
- Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. It is the Policy of the Board of Examiners to restrict contractors/ Subrecipients to the same rates and procedures allowed State Employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).

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

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

- Total reimbursement through this subaward will not exceed $22,682.00;
- Requests for Reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred;
- Indicate what additional supporting documentation is needed in order to request reimbursement;
  - 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 $22,682.00.
    • Requests for Reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred; receipts for expenditures;
    • Additional expenditure detail will be provided upon request from the Department.
    Additionally, the Subrecipient agrees to provide:
    • A complete financial accounting of all expenditures to the Department within 30 days of the CLOSE OF THE SUBAWARD PERIOD. Any un-obligated funds shall be returned to the Department at that time, or if not already requested, shall be deducted from the final award.
    • Any work performed after the BUDGET PERIOD will not be reimbursed.
    • If a Request for Reimbursement (RFR) is received after the 45-day closing period, the Department may not be able to provide reimbursement.
    • If a credit is owed to the Department after the 45-day closing period, the funds must be returned to the Department within 30 days of identification.
    • 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. June Request for Reimbursement is due July 12th.
    • 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
    ; and
- Additional expenditure detail will be provided upon request from the Department.

Additionally, the Subrecipient agrees to provide:

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

The Department agrees:

- Identify specific items the program or Bureau must provide or accomplish to ensure successful completion of this project, such as:
  - Providing technical assistance, upon request from the Subrecipient;
  - Providing prior approval of reports or documents to be developed;
  - Forwarding a report to another party, i.e. CDC.
  - The Department agrees:
  • Identify specific items the program or OCPG must provide or accomplish to ensure successful completion of this project, such as:
  - technical assistance, upon request from the Subrecipient;
  - Providing prior approval of reports or documents to be developed;
  - Forwarding a report to another party, i.e. CDC.
  • 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.
- 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.

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Both parties agree:

- The site visit/monitoring schedule may be clarified here. Both parties agree:
  • The site visit/monitoring will occur at a minimum bi-annually if no findings from prior monitor. If findings occur, an annual site visit is required.
  • The Subrecipient will, in the performance of the Scope of Work specified in this subaward, perform functions and/or activities that could involve confidential information; therefore, the Subrecipient is requested to fill out Section G, which is specific to this subaward, and will be in effect for the term of this subaward.
  • All reports of expenditures and requests for reimbursement processed by the Department are SUBJECT TO AUDIT.
  • This subaward agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subaward, provided the termination shall not be effective until 30 days after a party has served written notice upon the other party. This agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason the Department, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.
- The Subrecipient will, in the performance of the Scope of Work specified in this subaward, perform functions and/or activities that could involve confidential information; therefore, the Subrecipient is requested to fill out Section G, which is specific to this subaward, and will be in effect for the term of this subaward.
- All reports of expenditures and requests for reimbursement processed by the Department are SUBJECT TO AUDIT.
- This subaward agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subaward, provided the termination shall not be effective until 30 days after a party has served written notice upon the other party. This agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason the Department, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

Financial Reporting Requirements

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

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SECTION D
Request for Reimbursement
revised on Sep 17, 2024

Program Name: Family Planning	Subrecipient Name: Lyon County Human Services
Address: 4150 Technology Way, Carson City, Nevada 89706	Address: 620 Lake Ave, Silver Springs, Nevada 89429-9038
Subaward Period: 07/01/2024 - 06/30/2025	Subrecipient's: EIN: 88-6000097 Vendor #: T40156600AA

FINANCIAL REPORT AND REQUEST FOR REIMBURSEMENT

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

Month(s)	Calendar Year

Approved Budget Category	A Approved Budget	B Total Prior Requests	C Current Request	D Year to Date Total	E Budget Balance	F Percent Expended
1. Personnel	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%
2. Travel	$0.00	$0.00	$0.00	0.0000	$0.00	0.00%
3. Operating	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%
4. Equipment	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%
5. Contractual/Consultant	$13,500.00	$0.00	$0.00	$0.00	$13,500.00	0.00%
6. Training	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%
7. Other	$7,501.00	$0.00	$0.00	$0.00	$7,501.00	0.00%
8. Indirect	$1,681.00	$0.00	$0.00	$0.00	$1,681.00	0.00%
Total	**$22,682.00**	**$0.00**	**$0.00**	**$0.00**	**$22,682.00**	**0.00%**

MATCH REPORTING	Approved Match Budget	Total Prior Reported Match	Current Match Reported	Year to Date Total	Match Balance	Percent Complete
						0.00%

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

Authorized Signature | Title | Date

FOR DEPARTMENT USE ONLY

Is program contact required? ☐ Yes ☐ No Contact Person

Reason for contact:

Fiscal review/approval date:

Scope of Work review/approval date:

ASO or Bureau Chief (as required):

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SECTION E

Audit Information Request

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

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

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

STATE OF NEVADA
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SECTION F

Current or Former State Employee Disclaimer

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

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

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

YES	☐	If "YES", list the names of any current or former employees of the State and the services that each person will perform.
NO	☑	Subrecipient agrees that if a current or former state employee is assigned to perform work on this subaward at any point after execution of this agreement, they must receive prior approval from the Department.

Name	Services

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

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

STATE OF NEVADA
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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 Human Services

Hereinafter referred to as the "Business Associate"

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

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

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

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

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

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

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

individual. Refer to 45 CFR 160.103.

13. **Parties** shall mean the Business Associate and the Covered Entity.
14. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 CFR Parts 160 and 164, Subparts A, D and E.
15. **Protected Health Information** means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. Refer to 45 CFR 160.103 for the complete definition.
16. **Required by Law** means a mandate contained in law that compels an entity to make a use or disclosure of protected health information and that is enforceable in a court of law. This includes but is not limited to: court orders and court-ordered warrants; subpoenas, or summons issued by a court; and statues or regulations that require the provision of information if payment is sought under a government program providing public benefits. For the complete definition refer to 45 CFR 164.103.
17. **Secretary** shall mean the Secretary of the federal Department of Health and Human Services (HHS) or the Secretary's designee.
18. **Security Rule** shall mean the HIPAA regulation that is codified at 45 CFR Parts 160 and 164 Subparts A and C.
19. **Unsecured Protected Health Information** means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued in Public Law 111-5. Refer to 42 USC 17932 and 45 CFR 164.402.
20. **USC** stands for the United States Code.

II. OBLIGATIONS OF THE BUSINESS ASSOCIATE.

1. **Access to Protected Health Information.** The Business Associate will provide, as directed by the Covered Entity, an individual or the Covered Entity access to inspect or obtain a copy of protected health information about the Individual that is maintained in a designated record set by the Business Associate or, its agents or subcontractors, in order to meet the requirements of the Privacy Rule, including, but not limited to 45 CFR 164.524 and 164.504(e) (2) (ii) (E). If the Business Associate maintains an electronic health record, the Business Associate or, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to 42 USC 17935.
2. **Access to Records.** The Business Associate shall make its internal practices, books and records relating to the use and disclosure of protected health information available to the Covered Entity and to the Secretary for purposes of determining Business Associate's compliance with the Privacy and Security Rule in accordance with 45 CFR 164.504(e)(2)(ii)(H).
3. **Accounting of Disclosures.** Promptly, upon request by the Covered Entity or individual for an accounting of disclosures, the Business Associate and its agents or subcontractors shall make available to the Covered Entity or the individual information required to provide an accounting of disclosures in accordance with 45 CFR 164.528, and the HITECH Act, including, but not limited to 42 USC 17935. The accounting of disclosures, whether electronic or other media, must include the requirements as outlined under 45 CFR 164.528(b).
4. **Agents and Subcontractors.** The Business Associate must ensure all agents and subcontractors to whom it provides protected health information agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to all protected health information accessed, maintained, created, retained, modified, recorded, stored, destroyed, or otherwise held, transmitted, used or disclosed by the agent or subcontractor. The Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under 45 CFR 164.530(f) and 164.530(e)(1).
5. **Amendment of Protected Health Information.** The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the Business Associate or, its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of the Privacy Rule, including, but not limited to, 45 CFR 164.526.
6. **Audits, Investigations, and Enforcement.** The Business Associate must notify the Covered Entity immediately upon learning the Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency. The Business Associate shall provide the Covered Entity with a copy of any protected health information that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently with providing such information to the Secretary or other federal or state oversight agency. The Business Associate and individuals associated with the Business Associate are solely responsible for all civil and criminal penalties assessed as a result of an audit, breach, or violation of HIPAA or HITECH laws or regulations. Reference 42 USC 17937.
7. **Breach or Other Improper Access, Use or Disclosure Reporting.** The Business Associate must report to the Covered Entity, in writing, any access, use or disclosure of protected health information not permitted by the agreement, Addendum or the Privacy and Security Rules. The Covered Entity must be notified immediately upon discovery or the first day such breach or suspected breach is known to the Business Associate or by exercising reasonable diligence would have been known by the Business Associate in accordance with 45 CFR 164.410, 164.504(e)(2)(ii)(C) and 164.308(b) and 42 USC 17921. The Business Associate must report any improper access, use or disclosure of protected health information by: The Business Associate or its agents or subcontractors. In the event of a breach or suspected breach of protected health information, the report to the Covered Entity must be in writing and include the following: a brief description of the incident; the date of the incident; the date the incident was discovered by the Business Associate; a thorough description of the unsecured protected health information that was involved in the incident; the number of individuals whose protected health information was involved in the incident; and the steps the Business Associate is taking to investigate the incident and to protect against further incidents. The Covered Entity will determine if a breach of unsecured protected health information has occurred and will notify the Business Associate of the determination. If a breach of unsecured protected health information is determined, the Business Associate must take prompt corrective action to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately.
8. **Breach Notification Requirements.** If the Covered Entity determines a breach of unsecured protected health information by the Business Associate has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with 42 USC 17932 and 45 CFR 164.404 through 164.406. The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media,

when necessary, as specified in 45 CFR 164.404 and 45 CFR 164.406 has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others as well as costs associated with mitigating future breaches. The Business Associate must notify the Secretary of all breaches in accordance with 45 CFR 164.408 and must provide the Covered Entity with a copy of all notifications made to the Secretary.

9. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 USC 17934, if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Contract or Addendum, the Business Associate must immediately report the problem to the Secretary.
10. **Data Ownership.** The Business Associate acknowledges that the Business Associate or its agents or subcontractors have no ownership rights with respect to the protected health information it accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses.
11. **Litigation or Administrative Proceedings.** The Business Associate shall make itself, any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations under the agreement or Addendum, available to the Covered Entity, at no cost to the Covered Entity, to testify as witnesses, or otherwise, in the event litigation or administrative proceedings are commenced against the Covered Entity, its administrators or workforce members upon a claimed violation of HIPAA, the Privacy and Security Rule, the HITECH Act, or other laws relating to security and privacy.
12. **Minimum Necessary.** The Business Associate and its agents and subcontractors shall request, use and disclose only the minimum amount of protected health information necessary to accomplish the purpose of the request, use or disclosure in accordance with 42 USC 17935 and 45 CFR 164.514(d)(3).
13. **Policies and Procedures.** The Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA and the HITECH Act as described in 45 CFR 164.316 and 42 USC 17931.
14. **Privacy and Security Officer(s).** The Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include: monitoring the Privacy and Security compliance of the Business Associate; development and implementation of the Business Associate's HIPAA Privacy and Security policies and procedures; establishment of Privacy and Security training programs; and development and implementation of an incident risk assessment and response plan in the event the Business Associate sustains a breach or suspected breach of protected health information.
15. **Safeguards.** The Business Associate must implement safeguards as necessary to protect the confidentiality, integrity, and availability of the protected health information the Business Associate accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses on behalf of the Covered Entity. Safeguards must include administrative safeguards (e.g., risk analysis and designation of security official), physical safeguards (e.g., facility access controls and workstation security), and technical safeguards (e.g., access controls and audit controls) to the confidentiality, integrity and availability of the protected health information, in accordance with 45 CFR 164.308, 164.310, 164.312, 164.316 and 164.504(e)(2)(ii)(B). Sections 164.308, 164.310 and 164.312 of the CFR apply to the Business Associate of the Covered Entity in the same manner that such sections apply to the Covered Entity. Technical safeguards must meet the standards set forth by the guidelines of the National Institute of Standards and Technology (NIST). The Business Associate agrees to only use or disclose protected health information as provided for by the agreement and Addendum and to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate, of a use or disclosure, in violation of the requirements of this Addendum as outlined under 45 CFR 164.530(e)(2)(f).
16. **Training.** The Business Associate must train all members of its workforce on the policies and procedures associated with safeguarding protected health information. This includes, at a minimum, training that covers the technical, physical and administrative safeguards needed to prevent inappropriate uses or disclosures of protected health information; training to prevent any intentional or unintentional use or disclosure that is a violation of HIPAA regulations at 45 CFR 160 and 164 and Public Law 111-5; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of protected health information. Workforce training of new employees must be completed within 30 days of the date of hire and all employees must be trained at least annually. The Business Associate must maintain written records for a period of six years. These records must document each employee that received training and the date the training was provided or received.
17. **Use and Disclosure of Protected Health Information.** The Business Associate must not use or further disclose protected health information other than as permitted or required by the agreement or as required by law. The Business Associate must not use or further disclose protected health information in a manner that would violate the requirements of the HIPAA Privacy and Security Rule and the HITECH Act.

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

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

breaches of confidentiality of protected health information to the extent it has obtained knowledge of such breach. Refer to 45 CFR 164.502 and 164.504 and 42 USC 17934.

d. The Business Associate may use or disclose protected health information to report violations of law to appropriate federal and state authorities, consistent with 45 CFR 164.502(j)(1).

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

IV. OBLIGATIONS OF COVERED ENTITY

1. The Covered Entity will inform the Business Associate of any limitations in the Covered Entity's Notice of Privacy Practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of protected health information.
2. The Covered Entity will inform the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes may affect the Business Associate's use or disclosure of protected health information.
3. The Covered Entity will inform the Business Associate of any restriction to the use or disclosure of protected health information that the Covered Entity has agreed to in accordance with 45 CFR 164.522 and 42 USC 17935, to the extent that such restriction may affect the Business Associate's use or disclosure of protected health information.
4. Except in the event of lawful data aggregation or management and administrative activities, the Covered Entity shall not request the Business Associate to use or disclose protected health information in any manner that would not be permissible under the HIPAA Privacy and Security Rule and the HITECH Act, if done by the Covered Entity.

V. TERM AND TERMINATION

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

VI. MISCELLANEOUS

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

5. **Regulatory Reference.** A reference in this Addendum to a section of the HITECH Act, HIPAA, the Privacy Rule and Security Rule means the sections as in effect or as amended.
6. **Survival.** The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall survive the termination of this Addendum.

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

Section H is not applicable for this Subaward

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: May 1, 2025

Agenda Item Number:
10.i

Subject:
For Possible Action: Accept grant award from Aging and Disability Services Division, State of Nevada, for FY2025 Nutrition Services Incentive Program in the amount of $17,175.

Summary:
This is an annual Notice of Grant Award (NGA) for the Nutrition Services Incentive Program (NSIP) funding, and is utilized to offset the cost of food for meal preparation at Dayton, Fernley, Silver Springs and Yerington Senior Centers.

Financial Department Comments:
There is no match required for this grant.

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Accept grant award from Aging and Disability Services Division (ADSD), State of Nevada, for FY2025 Nutrition Services Incentive Program (NSIP) in the amount of $17,175.

ATTACHMENTS

- FY25 Nutrition Services Incentive Program Grant Award

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

Agency Ref. #: **11-001-57-NX-25**
Unit: 3278
Sub Unit: 17
GL: 8584
Reporting: 9305325

NOTICE OF SUBAWARD

Program Name: ADSD Office of Community Living (OCL) Grants Management Contact Name: Laurienne Riley, LRiley@adsd.nv.gov	**Subrecipient's Name:** Lyon County Contact Name: Scott Keller, County Commission Chair / skeller@lyon-county.org
Address: 1550 East College Parkway Carson City, NV 89706	**Address:** 27 South Main Street Yerington, NV 89447-2571
Subaward Period: 10/01/2024 - 09/30/2025 **Subaward Type:** Categorical	**Subrecipient's:** **EIN:** 88-6000097 **Vendor #:** T40156600 **UEI:** UT4JJJ9N6L69

Purpose of Award: Fiscal Year 2025 NSIP funding to purchase domestically produced food such as milk, fruit, vegetables, or protein products that are used in the subrecipient's Older Americans Act, Title III-C meal program(s).

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

Approved Budget Categories:	
1. Personnel	**$0.00**
2. Travel	**$0.00**
3. Operating	**$17,175.00**
4. Equipment	**$0.00**
5. Contractual/Consultant	**$0.00**
6. Other	**$0.00**
TOTAL DIRECT COSTS	**$17,175.00**
7. Indirect Costs	**$0.00**
TOTAL APPROVED BUDGET	**$17,175.00**

AWARD COMPUTATION:

Total Obligated by this Action:	$	17,175.00
Cumulative Prior Awards this Budget Period:	$	0.00
Total Federal Funds Awarded to Date:	$	17,175.00
Total State Funds Awarded to Date:	$	0.00
Total Funds Awarded:	$	**17,175.00**
Match Required ☐ Y ☒ N		0.00
Amount Required this Action:	$	0.00
Amount Required Prior Awards:	$	**0.00**
Total Match Amount Required:	$	

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

Federal Budget Period:
10/01/2024 - 09/30/2026
Federal Project Period:
10/01/2024 - 09/30/2026

FOR AGENCY USE, ONLY

Source of Funds:	**% Funds:**	**CFDA:**	**FAIN:**	**Federal Grant #:**	**Federal Grant Award Date by Federal Agency:**
Administration for Community Living (ACL); Older Americans Act, Nutrition Services Incentive Program (NSIP)	100%	93.053	N/A	2501NVOANS-01	3/19/2025

Agency Approved Indirect Rate: N/A

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 appropriated funds.
2. Expenditures must comply with any statutory guidelines, the DHHS Grant Instructions and Requirements, ADSD Requirements and Procedures for Grant Programs (RPGPs), and the State Administrative Manual.
3. Expenditures must be consistent with the narrative, goals and objectives, and budget as approved and documented.
4. Subrecipient must comply with all applicable Federal and State regulations.
5. Quarterly progress reports are due by the 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 Reimbursements must be submitted monthly or quarterly, unless specific exceptions are provided in writing by the grant administrator.

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

Authorized Subrecipient Official's Name, Title:	Signature	Date
Scott Keller, County Commission Chair -OR- Authorized Signer (Print Name and Title): _____		
Jeffrey S. Duncan, Agency Manager For Dena Schmidt, ADSD Administrator		04/18/2025

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

SECTION A

GRANT CONDITIONS AND ASSURANCES

General Conditions

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

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

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

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

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

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

Grant Assurances

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

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

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

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

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

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

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

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

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

9. Certification that neither the Recipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211).

10. Compliance with the Consolidated Appropriations Act, 2023, PL 117-328.

11. Compliance with the Trafficking Victims Protection Act of 2000, Section 106 (g), as amended (22 U.S.C. 7104(g)).

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

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

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

15. Should the collection of information require the use of an information technology system, the subrecipient will be expected to adhere to state and federal information security requirements to help ensure the security of any system used or developed by the subrecipient. In particular, if the data to be collected includes Personally Identifiable Information or Protected PII, the subrecipient must apply the appropriate security controls required to protect the privacy and security of the collected PII and/or Protected PII. (See 2 CFR 200.1 Definitions; 2 CFR 200.303 Internal Controls)

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

    - Any attempt to influence the outcome of any federal, state or local election, referendum, initiative or similar procedure, through in-kind or cash contributions, endorsements, publicity or a similar activity.
    - Establishing, administering, contributing to or paying the expenses of a political party, campaign, political action committee or other organization established for the purpose of influencing the outcome of an election, referendum, initiative or similar procedure.
    - Any attempt to influence:
        - The introduction or formulation of federal, state or local legislation; or
        - The enactment or modification of any pending federal, state or local legislation, through communication with any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation, including, without limitation, efforts to influence State or local officials to engage in a similar lobbying activity, or through communication with any governmental official or employee in connection with a decision to sign or veto enrolled legislation.
    - Any attempt to influence the introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity through communication with any officer or employee of the United States Government, the State of Nevada or a local governmental entity, including, without limitation, efforts to influence state or local officials to engage in a similar lobbying activity.
    - Any attempt to influence:
        - The introduction or formulation of federal, state or local legislation;
        - The enactment or modification of any pending federal, state or local legislation; or
        - The introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity**, by preparing, distributing or using** publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.
    - Legislative liaison activities, including, without limitation, attendance at legislative sessions or committee hearings, gathering information regarding legislation and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
    - Executive branch liaison activities, including, without limitation, attendance at hearings, gathering information regarding a rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity and analyzing the effect of the rule, regulation, executive order, program, policy or position, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.

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

    - Made in a speech, article, publication, or other material that is distributed and made available to the public, or through radio, television, cable television or other medium of mass communication; and
    - Not specifically directed at:
        - Any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation;
        - Any governmental official or employee who is or could be involved in a decision to sign or veto enrolled legislation; or
        - Any officer or employee of the United States Government, the State of Nevada or a local governmental entity who is involved in introducing, formulating, modifying or enacting a Federal, State or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity.

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

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

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

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

SECTION B

Description of Services, Scope of Work and Deliverables

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

Scope of Work for Lyon County

Indicate the staff responsible for each of the following:

Compliance Item	Due Date	Indicate Subrecipient Staff Responsible (Name and Title)
Reporting Schedule	Each report applicable to funded service, as outlined at http://adsd.nv.gov/uploadedFiles/adsdnvgov/content/Programs/Grant/Reporting/ReportingSchedule.pdf	
SAMS and/or Service-Specific Report	10th calendar day following the month of service	
Request for Reimbursement	15th calendar day following the month or quarter of service	
Request for Reimbursement – Advance	15th calendar day before the month of service	
General Service Specifications	Ongoing throughout subaward period – General guidelines for service provision	
Nutrition Service Specifications	Ongoing throughout subaward period – Service-specific guidelines for service provision to ensure meals are NSIP-eligible.	
NSIP Funding	Funds may only be used to purchase domestically produced food for the subrecipient's Title III-C meal program(s).	
NV DHHS Grant Instructions and Requirements (GIRS) - and - ADSD Requirements and Procedures for Grant Programs (RPGPs)	Ongoing throughout subaward period – General guidelines for management of the subaward GIRS: https://dhhs.nv.gov/uploadedFiles/dhhsnvgov/content/Programs/Grants/Grant%20Instructions%20and%20Requirements%20Revised%201.2025%20-%20FINAL%20(R).pdf RPGPs: https://adsd.nv.gov/uploadedFiles/agingnvgov/content/Programs/Grant/FiscalRequirements.pdf	

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

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

SECTION C

Budget and Financial Reporting Requirements

Identify the source of funding on all printed documents purchased or produced within the scope of this subaward, using a statement similar to: "This publication (journal, article, etc.) was supported by the Nevada State Department of Health and Human Services through Grant Number 11-001-57-NX-25 from the Aging and Disability Services Division (ADSD). Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department nor ADSD.

Any activities performed under this subaward shall acknowledge the funding was provided through the Department by Grant Number 11-001-57-NX-25 from Aging and Disability Services Division (ADSD).

Subrecipient agrees to adhere to the following budget:

Subrecipient Name:	Lyon County	Subaward & Service Type:	NSIP; Categorical

PROPOSED BUDGET NARRATIVE

Nutrition Services Incentive Program (NSIP)

Operating	Total:	$17,175.00
Domestically produced food such as milk, fruit, vegetables, or protein products that are used in an Older Americans Act, Title III-C meal.		$17,175.00

Administrative Expenses or Federal Indirect Cost Rate (FICR)	Total:	N/A

TOTAL BUDGET REQUEST	$17,175.00

PROPOSED BUDGET SUMMARY

Nutrition Services Incentive Program (NSIP)

A. FUNDING SOURCES	ADSD Funds	MATCH	N/A	N/A	N/A	TOTAL
PENDING OR SECURED	Pending	N/A	N/A	N/A	N/A	
ENTER TOTAL FUNDING	$17,175.00	$0.00	$0.00	$0.00	$0.00	$17,175.00
EXPENSE CATEGORY						
Personnel	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Travel/Training	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Operating	$17,175.00	$0.00	$0.00	$0.00	$0.00	$17,175.00
Equipment	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Contractual/Consultant	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Other Expenses	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Indirect	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL EXPENSE	**$17,175.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$17,175.00**

Total Indirect Cost	N/A	Total Agency Budget	$17,175.00
Indirect % of Budget	N/A	ADSD Percent of Agency Budget	100%

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

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

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

The Subrecipient agrees:

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

- Total reimbursement through this subaward will not exceed $17,175.00;
- 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.

Additionally, the Subrecipient agrees to provide:

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

The Department agrees:

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

Both parties agree:

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

Financial Reporting Requirements

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

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

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

SECTION D
Request for Reimbursement (RFR)

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

Agency Ref #: _____
Unit: _____
GL: _____
Draw #: _____
CFDA #: _____

Financial Status Report and Request for Reimbursement

Program Name:	**Subrecipient Name:**
ADSD OCL, Grants Management	
Program Address:	**Subrecipient Address:**
1550 East College Parkway, Carson City, NV 89706	
Subaward Period:	**Subrecipient's:**
{Enter Subaward Period}	EIN:
{Enter Service}	Vendor #:
{Enter type of subaward - Categorical or Fixed-Fee}	

FINANCIAL REPORT AND REQUEST FOR REIMBURSEMENT

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

Month(s): _____
Calendar Year: _____

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

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

Additional Financial Reporting - All Award Types

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

Additional Financial Reporting - Fixed-Fee Awards Only

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

☐ N/A

Advance Payment Reconciliation

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

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

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

OFFICE USE ONLY - DHHS - ADSD OFFICE USE ONLY

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

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

Payment Breakdown

Unit.Sub Unit / Reporting #	**Amount**
	$
	$
N/A	$
N/A	$
N/A	$
N/A	$
N/A	$
TOTAL	**$ -**

For Reference Only

SECTION E

Audit Information Request

1. Non-Federal entities that **expend** $1,000,000.00 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 $1,000,000 or more in all federal awards during your organization's most recent fiscal year? YES ☐ NO ☐
3. When does your organization's fiscal year end? _____
4. What is the official name of your organization? _____
5. How often is your organization audited? _____
6. When was your last audit performed? _____
7. What time-period did your last audit cover? _____
8. Which accounting firm conducted your last audit? _____

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

SECTION F

Notification of Utilization of Current or Former State Employee

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

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

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

NO ☐

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

Name	Services

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

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

SECTION G

Confidentiality Addendum

BETWEEN

Nevada Department of Health and Human Services

Hereinafter referred to as "Department"

and

Lyon County

Hereinafter referred to as "Subrecipient"

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

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

NOW, THEREFORE, Department and Subrecipient agree as follows:

I. DEFINITIONS

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

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

II. TERM

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

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

IV. PERMITTED USES AND DISCLOSURES OF INFORMATION BY SUBRECIPIENT

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

V. USE OR DISCLOSURE OF INFORMATION

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

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

VI. OBLIGATIONS OF SUBRECIPIENT

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

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

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

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

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

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

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: May 1, 2025

Agenda Item Number:
10.j

Subject:
For Possible Action: Approve a Right-of-Way Grant renewal from the Bureau of Land Management on a portion of APN 016-381-03 for the sewer plant.

Summary:
The right-of-way grant/temporary use permit (Serial Number NVN 046963) from BLM is on a potion of APN 016-381-03 for 85.78 acres for the South Dayton Wastewater Plant. This renewal extends the right-of-way grant for 30 years (until 12/31/2055).

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Move to approve a Right-of-Way Grant renewal from the Bureau of Land Management on a portion of APN 016-381-03 for the sewer plant.

ATTACHMENTS

- NVN046963 ROW grant

Form 2800-14
(August 1985)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

Issuing Office
Sierra Front Field Office

Serial Number
NVN 046963

1. A (right-of-way) (permit) is hereby granted pursuant to:

   a. ☑ Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761);

   b. ☐ Section 28 of the Mineral Leasing Act of 1920, as amended (30 U.S.C. 185);

   c. ☐ Other *(describe)* _____

2. Nature of Interest:

   a. By this instrument, the holder **Lyon County** receives a right to construct, operate, maintain, and terminate a **sewage plant** on public lands (or Federal land for MLA Rights-of-Way) described as follows:

   Within the following described lands:

   Mount Diablo Meridian, Nevada
   T. 16 N., R. 22 E.,
   Sec. 20: SENW,
   Sec. 20: Lot 5

   b. The right-of-way or permit area granted herein is **N/A** feet wide, **N/A** feet long and contains **85.78** acres, more or less. If a site type facility, the facility contains **N/A** acres.

   c. This instrument shall terminate on **12/31/2055**, **30** years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.

   d. This instrument ☑ may ☐ may not be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.

   e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

(Continued on page 2)

3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations parts 2800 and 2880.

b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 60 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.

c. Each grant issued pursuant to the authority of paragraph (1)(a) for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.

d. The stipulations, plans, maps, or designs set forth in Exhibit(s) A&B, dated --, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.

e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.

f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

Exhibit A: Terms & Conditions

Exhibit B: Map

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

(Signature of Holder)	(Signature of Authorized Officer)
(Title)	(Title)
(Date)	(Effective Date of Grant)

Exhibit A - Additional Terms and Conditions

Abbreviations

BLM U.S. Department of the Interior, Bureau of Land Management, Sierra Front Field Office
POD Plan of Development

Definitions

Grant: the instrument that the BLM has issued to the holder authorizing the use of public lands.

Holder: the entity to whom the BLM has issued grant no. NVN 046963.

Authorized officer: the individual to whom has been delegated the authority to approve all actions required for the granting and management of rights-of-way REFER TO BLM MANUAL 1203 within the Sierra Front Field Office, Carson City District. During the term of the grant, the holder shall contact the authorized officer through their designated representative:

Sierra Front Field Office
Attn: Assistant Field Manager
Lands and Realty
5665 Morgan Mill Road
Carson City, Nevada 89701
Telephone: (775) 885-6000

Right-of-way: the public lands that the BLM has authorized the holder to use or occupy under NVN 046963. The holder may only use the right-of-way for the specific use the grant authorizes, as determined by the authorized officer.

Facility: an improvement or structure, whether existing or planned, that is or would be owned and controlled by the holder within a right-of-way. For purposes of communication site rights-of-way or uses, facility means the building, tower, and related incidental structures or improvements authorized under the terms of the grant.

Substantial deviation: a change in the authorized location or use which requires:

1) Construction or use outside the boundaries of the right-of-way; or
2) Any change from, or modification of, the authorized use. Examples of substantial deviation may include: adding equipment, overhead or underground lines, pipelines, structures, or other facilities not included in the grant.

Surface disturbing activities: any authorized action that disturbs vegetation and/or surface soil.

General	
a.	This grant is subject to all valid rights existing on the effective date of the grant.
b.	This grant is issued subject to the holder also obtaining permits or clearances from applicable Federal agencies, State, Tribal, County, and other local authorities with regulatory authority over the approved land uses described herein.
c.	The holder shall contact the authorized officer, either in writing or by telephone, and obtain written approval prior to beginning any activity that is a substantial deviation from this grant or that will cause new surface disturbance.
d.	In case of change of address, the holder shall immediately notify the authorized officer in writing as previously described.
e.	The holder of this grant or the holder's successor in interest shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and the regulations of the Secretary of the Interior issued pursuant thereto.
f.	The holder shall conduct all activities associated with the construction, operation, and termination of the facility within the authorized limits of the right-of-way.
g.	The holder shall maintain the right-of-way in a safe, usable condition, as directed by the authorized officer.
h.	All design, material, and construction, operation, maintenance, and termination practices shall be in accordance with safe and proven engineering practices.
i.	The right-of-way shall be maintained in a sanitary condition at all times; waste material at those sites shall be properly contained and disposed of promptly at an appropriate waste disposal site. "Waste" means all discarded matter including, but not limited to, human waste, trash, garbage, refuse, oil drums, used petroleum products, ashes, and equipment.
j.	The holder shall not use the right-of-way as a road for purposes other than routine maintenance as determined necessary by the authorized officer in consultation with the holder.
k.	No signs or advertising devices shall be placed on the right-of-way or on adjacent public lands, nor on approved facilities, except those posted by or approved in writing by the authorized officer.
Holder's Representative	
l.	The holder shall designate a representative(s) who shall have the authority to act upon and to implement instructions from the authorized officer. The holder's representative shall be available for communication with the authorized officer within a reasonable time when construction or other surface disturbing activities are underway.
Public Access and Use of Lands	
m.	The holder shall permit free and unrestricted public access to and upon the right-of-way for all lawful purposes except for those specific areas designated as restricted by the authorized officer to protect the public, wildlife, livestock, or facilities constructed within the right-of-way.
n.	The holder shall provide for the safety of the public entering the right-of-way. This includes, but is not limited to, barricades for open trenches, flagmen/women with communication systems for single-lane roads without inter-visible turnouts, and signage of hazards.

o.	Existing roads and trails on public lands that are blocked as the result of the holder's construction, operations, or maintenance activities shall be rerouted or rebuilt as directed by the authorized officer.
Pipeline Accidents (Hazardous Liquid or Carbon Dioxide)	
p.	The holder shall inform the authorized officer within 48 hours of any accidents on federal lands that require reporting to the Department of Transportation as required by 49 CFR Part 195
Wildland Fire Management	
q.	The holder shall be responsible, as determined by the authorized officer, for fire suppression costs resulting from wildland fire caused by the holder, including employees, agents, and/or representatives, and by all clients, customers, and/or contractors under the holder's supervision or control.
r.	The holder shall be responsible for informing employees, agents, representatives, clients, customers, and/or contractors of the current fire danger and any required precautions or restrictions that may be placed in effect by the BLM or the State of Nevada. The holder may obtain current fire conditions from the Sierra Front Interagency Fire Dispatch Center online or by telephone at (775) 883-5995.
s.	The holder shall immediately report all wildland fires that start within the right-of-way to the Sierra Front Interagency Dispatch Center by telephone or to other local emergency response agencies if the Sierra Front Interagency Dispatch Center cannot be contacted.
t.	When directed by the authorized officer, the holder shall prepare a fire prevention and suppression plan that shall be reviewed, modified, and approved, as appropriate, by the authorized officer. The holder shall take into account such measures for prevention and suppression of fire on the right-of-way and other public land used or traversed by the holder in connection with operations of the right-of-way. Project personnel shall be instructed as to individual responsibility in implementation of the plan.
u.	During conditions of extreme fire danger, operations shall be limited or suspended in specific areas, or additional measures may be required by the authorized officer.
v.	When requested by the authorized officer, the holder shall make his/her equipment already at the site with operators, temporarily available for fighting fires in the vicinity of the project. Payment for such services will be made at rates determined by the authorized officer.
Hazardous Materials and Petroleum Products	
w.	The holder shall comply with all applicable Federal laws and regulations existing or hereafter enacted or promulgated. In any event, the holder shall comply with the Toxic Substances Control Act of 1976 as amended, 15 USC 2601 et seq. (1982) with regards to any toxic substances that are used, generated by or stored on the right-of-way or on facilities authorized under this grant. (See 40 CFR, Part 702-799 and especially, provisions on polychlorinated biphenyls, 40 CFR 761.1-761.193). Additionally, any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR, Part 117 shall be reported as required by the Comprehensive Environmental Response, Compensation, and Liability Act, section 102b. A copy of any report required or requested by any Federal agency or State government as a result of a reportable release or spill of any toxic substances shall be furnished to the Authorized

	Officer concurrent with the filing of the reports to the involved Federal agency or State government.
x.	The holder agrees to indemnify the United States against any liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq. or the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 at ag.) on the right-of-way (unless the release or threatened release is wholly unrelated to the holder's activity on the right-of-way. This agreement applies without regard to whether a release is caused by the holder, its agent, or unrelated third parties.
y.	The holder is prohibited from discharging oil or other pollutants into or upon the navigable waters of the United States, adjoining shorelines, or the waters of the contiguous zone in violation of Section 311 of the Clean Water Act as amended, 33 U.S.C. 1321, and the regulations issued thereunder, or applicable laws of the State of Nevada and regulations issued thereunder. The holder shall give immediate notice of any such discharge to the authorized officer and such other Federal and State officials as are required by law to be given such notice.
Termination	
z.	Six months prior to termination of the grant, the holder shall contact the authorized officer to arrange a joint inspection of the right-of-way. This inspection will be held to agree to an acceptable termination and rehabilitation plan. This plan shall include, but is not limited to, removal of facilities, drainage structures, or surface material, recontouring, topsoiling, or seeding. The authorized officer must approve the plan in writing prior to the holder's commencement of any termination activities. The holder shall be responsible for the cost and implementation of the approved rehabilitation plan.
Conveyance Out of Federal Ownership	
aa.	In the event that the public land underlying the right-of-way encompassed in this grant, or portion thereof, is conveyed out of Federal ownership and administration of the right-of-way or the land underlying the right-of-way is not being reserved to the United States in the patent/deed and/or the right-of-way is not within a right-of-way corridor being reserved to the United States in the patent/deed, the United States waives any right it has to administer the right-of-way, or portion thereof, within the conveyed land under Federal laws, statutes, and regulations, including the regulations in Title 43 CFR parts 2800 and 2880, as well as any rights to have the holder apply to the BLM for amendments, modifications, or assignments and for the BLM to approve or recognize such amendments, modifications, or assignments. At the time of conveyance, the patentee/grantee, and their successors and assigns, shall succeed to the interests of the United States in all matters relating to the right-of-way, or portion thereof, within the conveyed land and shall be subject to applicable State and local government laws, statutes, and ordinances. After conveyance, any disputes concerning compliance with the use and the terms and conditions of the right-of-way shall be considered a civil matter between the patentee/grantee and the holder.
Air Quality	
bb.	The holder shall meet Federal, State, and local emission standards for air quality.
Noxious Weeds and Pests	

cc.	The holder shall be responsible for controlling noxious and invasive weed infestations within the approved limits of the right-of-way and areas where infestations have spread from the right-of-way as a result of the holder's operations. The holder will consult with the authorized officer for planning acceptable weed control measures on all noxious and invasive weed infestations directly associated with the right-of-way.
dd.	The holder shall monitor the right-of-way at least annually during the growing season for the presence of noxious weed species listed on the Nevada Department of Agriculture Nevada Noxious Weed List. The holder shall maintain a record of monitoring dates, person/s completing the monitoring, qualifications of person/s completing the monitoring, species found, and the extent of infestations, e.g. number of plants found, acres of land that are infested, etc. If requested, the holder shall provide the above described monitoring data to the authorized officer annually or as specified by the authorized officer.
ee.	As soon as practicable after discovery of a noxious weed infestation, the holder shall report the infestation to the authorized officer by telephone. The holder shall develop and implement, as approved by the authorized officer, a noxious weed management plan to control the infestation through treatment (manual, mechanical, biological, chemical, prescribed fire, or other approved methods) and monitoring.
ff.	If vehicles and equipment are working in known noxious weed infestations, equipment will be washed prior to entering the project area to remove noxious weed propagules.
gg.	All equipment to be used in connection with this project during construction, operations, maintenance, and/or reclamation will first be cleaned thoroughly to minimize the introduction of new noxious weed species to the area. The holder shall provide written documentation of when and how equipment was cleaned at the request of the authorized officer.
hh.	In locations with known noxious weed infestations, all vehicles and equipment performing surface disturbing activities in connection with the right-of-way shall be thoroughly cleaned to reduce the spread of noxious weed species outside the right-of-way. The holder shall set up a cleaning station within the right-of-way in a location approved by the authorized officer. The holder shall provide written documentation of when and how equipment was cleaned at the request of the authorized officer.
ii.	All seed, hay, straw, gravel, or other earth materials used on the right-of-way shall be certified as noxious weed-free by the Nevada Department of Agriculture or equivalent state agency prior to being used on the right-of-way. The holder will provide documentation of noxious weed-free certification at the request of the authorized officer. If such certification cannot be obtained, the holder will consult with the authorized officer and obtain written approval of acceptable weed monitoring measures prior to using the materials on the right-of-way.
Pesticide or Biological Control Agent Use	
jj.	The use of pesticides shall comply with Federal and state laws governing their proper usage, storage and disposal, and any limitations imposed by the Secretary of the Interior. Prior to the use of pesticides or biological control agents, the holder will obtain from the authorized officer written approval of a Pesticide Use Proposal/Plan (PUP) or Biological Control Agent Use Proposal/Plan (BCUP) showing the type and quantity of material to be used, pest(s) to be controlled, method of application, location of storage and disposed-

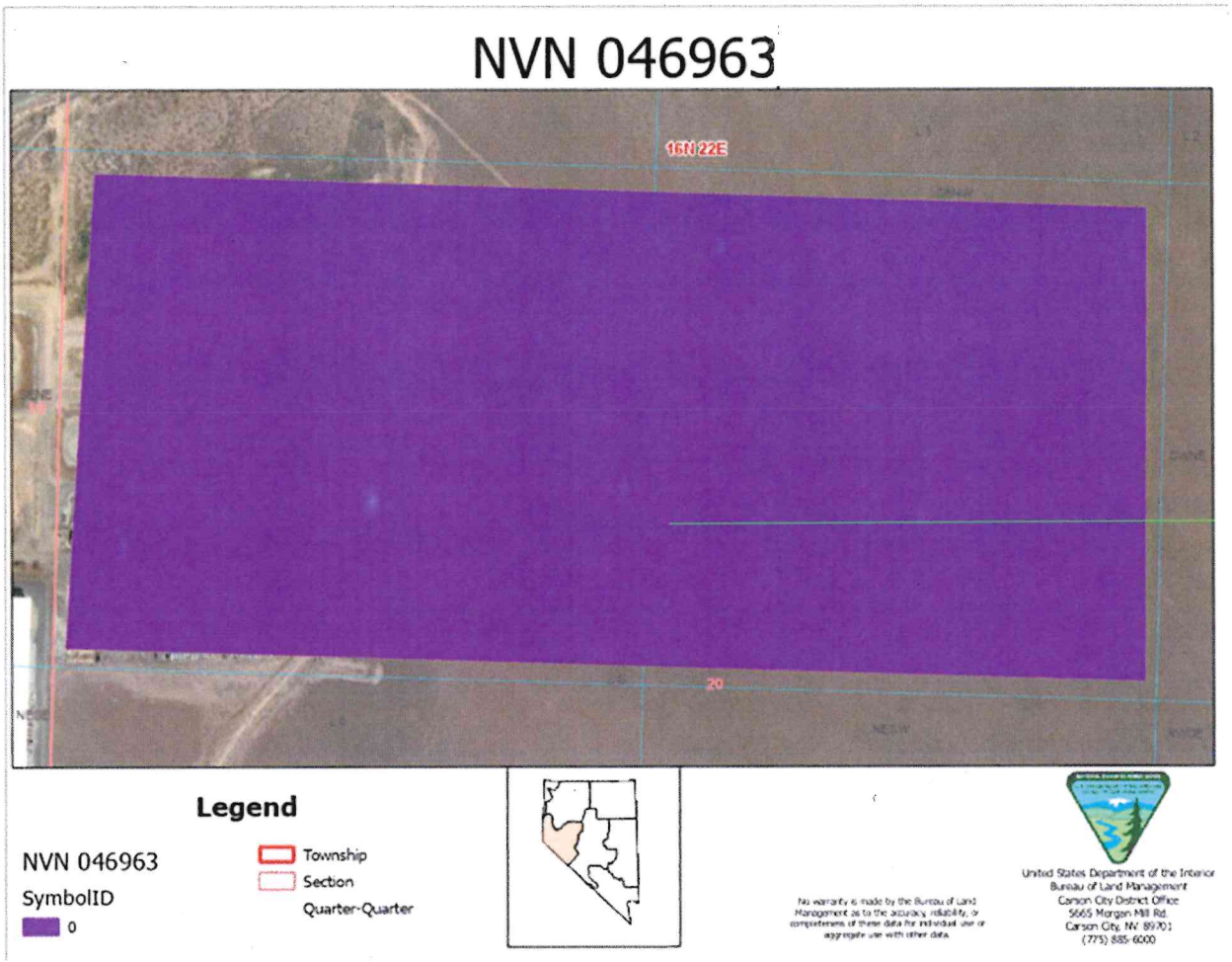
	of containers, and any other information deemed necessary by the authorized officer. Emergency use of pesticides shall be approved in writing by the authorized officer prior to such use and shall use BLM-approved mechanical methods or chemicals.
Cultural Resources	
kk.	The holder and persons working on their behalf shall not collect any historic (50 years or older) or prehistoric artifacts from federal lands. Collection of artifacts is a misdemeanor or felony under multiple federal laws, including the Archaeological Resources Protection Act of 1990 (16 U.S.C. 470aa-470mm; Public Law 96-95).
ll.	The holder, or persons working on their behalf, shall immediately report to the authorized officer any cultural (historic or prehistoric site or object) or paleontological (fossil) resources discovered during the course of activities on federal land. The discovery shall be reported to the authorized officer's designated representative by telephone, followed by written confirmation sent to the address listed above. The holder shall stop all surface disturbing activities in the immediate area (minimum 100-foot radius) of such discovery and protect it until an evaluation of the discovery can be made by the authorized officer. In addition, the following shall occur: • For discoveries of cultural resources **other than** human remains, the authorized officer will determine the significance of the discovery and what mitigation measures are necessary to comply with applicable laws. The authorized officer will notify the holder in writing when surface disturbing activities may resume. • **For discoveries involving human remains**, the holder or their representative shall stop all work within a 100-foot radius, then immediately notify the authorized officer's designated representative **and** the County Coroner by telephone, followed by written notification to the BLM. The holder must cover and protect the discovery location from photography; viewing by employees, contractors, the media, and the public; and further disturbance until the authorized officer notifies the holder in writing that work may resume. The holder is responsible for the cost of protection, evaluation, and mitigation. Any decision on treatment and/or mitigation of discoveries will be made by the authorized officer after consulting with the holder and other parties, including Native American tribes, as required by law.
mm.	The holder, their contractors, and any persons working on the holder's behalf shall not contact or provide information to the media about discoveries, shall not post pictures or information about discoveries via corporate or personal social media, and shall not take, or allow to be taken, any photographs other than those required to respond to the discovery (such as by law enforcement or the authorized officer's designated representative).
Cadastral Survey and Land Status	
nn.	The holder shall protect all survey monuments found within the right-of-way. Survey monuments include, but are not limited to, General Land Office and Bureau of Land

	Management Cadastral Survey Corners, reference corners, witness points, U.S. Coastal and Geodetic benchmarks and triangulation stations, military control monuments, and recognizable civil (both public and private) survey monuments. In the event of obliteration or disturbance of any of the above, the holder shall immediately report the incident, in writing, to the authorized officer and the respective installing authority if known. Where General Land Office or Bureau of Land Management right-of-way monuments or references are obliterated during operations, the holder shall secure the services of a registered land surveyor or a Bureau cadastral surveyor to restore the disturbed monuments and references using surveying procedures found in the Manual of Surveying Instructions for the Survey of the Public Lands in the United States, latest edition. The holder shall record such survey in the appropriate county and send a copy to the Authorized Officer. If the Bureau cadastral surveyors or other Federal surveyors are used to restore the disturbed survey monument, the holder shall be responsible for the survey cost.
Wildlife – General	
oo.	The holder shall notify the authorized officer and the Nevada Department of Wildlife within 24 hours of any injuries and/or mortalities of special status wildlife within the right-of-way during construction, operation, maintenance, or reclamation /decommissioning activities.
pp.	The holder shall remove only the minimum amount of vegetation necessary for the construction or maintenance of facilities. Topsoil shall be conserved during excavation and reused as cover on disturbed areas to facilitate regrowth of vegetation.
qq.	Construction holes left open overnight shall be covered. Covers shall be secured in place and shall be strong enough to prevent livestock or wildlife from falling into the hole or trench. If adequate cover cannot be installed, effective escape ramps shall be installed to allow livestock or wildlife to avoid entrapment.
rr.	All mammals, reptiles, and amphibians shall be removed from construction holes or trenches prior to backfilling.
ss.	Open-top vertical pipes, including vents, stacks, fence posts, and survey markers, of any diameter, shall be securely capped or screened to prevent unintentional trapping of wildlife.
tt.	Artificial facility lighting shall be shielded to direct light towards the ground within the approved facility boundary.
uu.	All guy wires shall be effectively marked to be visible to birds, wild horses and burros, and big game animals.
vv.	Fences, gates, brace panels, and cattleguards affected by the holder's use of the right-of-way shall be reconstructed to appropriate standards and/or specifications as determined by the authorized officer.
ww.	Fences, gates, brace panels, and cattleguards affected by the holder's use of the right-of-way shall be re-constructed to appropriate BLM standards and/or specifications as determined by the authorized officer. The holder shall use the wire spacing standard shown in Illustration 2 of BLM Handbook H-1741-1 (Fencing) for "Combination of Cattle (Requiring Greater Restriction of Livestock Movements) With Deer, Elk, Moose, or Antelope" when constructing or re-constructing fences which control the movement of livestock. The holder shall disconnect fence wires from all fence posts between

	bracing structures prior to stretching wires to ensure adequate tensioning. When re-constructing or modifying wire fences, the holder shall repair or replace bracing structures to ensure the integrity of the fence.
Wildlife – Migratory Birds and Raptors	
xx.	Unless otherwise agreed to by the authorized officer in writing, powerlines shall be constructed in accordance to standards outlined in Avian Power Line Interaction Committee (APLIC) guidelines (Suggested Practices for Avian Protection on Power Lines (2006) and Reducing Avian Collisions with Power Lines (2012)). The holder shall assume the burden and expense of proving that pole designs not shown in the above publication are raptor safe. Such proof shall be provided by a raptor expert approved by the authorized officer. The BLM reserves the right to require modifications or additions to all powerline structures placed on this right-of-way, should they be necessary to ensure the safety of large perching birds. Such modifications and/or additions shall be made by the holder without liability or expense to the United States.
yy.	The holder shall report observed raptor or other bird nests on existing facilities to the authorized officer as soon as practicable. The holder may be directed by the authorized officer to remove nests from facilities (e.g. power lines, communications towers, buildings, etc.) outside of nesting seasons.
Visual Resource Management	
zz.	Colors on all above-ground structures not subject to safety requirements, such as buildings, antennas, towers, and microwave dishes, shall be earth/vegetative tones compatible with existing natural site features and complementary colors. The holder shall use Standard Environmental Color Chart CC-001 (June 2013 or most recent edition) to obtain paint colors to use on the right-of-way. Copies of Standard Environmental Color Chart CC-001 may be obtained from the BLM at the address listed above. The holder shall not use Carlsbad Canyon, Juniper Green, or Carob Brown without prior written authorization from the authorized officer.
aaa.	Paint colors shall not be more glossy than a semi-gloss finish. Paint colors that have faded from sun exposure shall be repainted to restore the approved color from Standard Environmental Color Chart CC-001.
bbb.	Structures which cannot be painted or require a non-compatible color to operate in accordance with manufacturer specifications shall be immediately reported to the authorized officer. The authorized officer will work with the holder to establish alternate means of reducing the visual impact, such as constructing a screening fence to block the view or installing a cover. Alternative means to reduce visual impacts shall be approved by the BLM prior to use on the right-of-way.
Soil	
ccc.	No construction or routine maintenance activities shall be performed during periods when the soil is too wet to adequately support construction equipment. If such equipment creates ruts in excess of three (3) inches deep, the soil shall be deemed too wet to adequately support construction equipment.
ddd.	Earthwork and grading, including road surfacing, drainage structures, and ditch profiles, shall not block natural drainage systems nor change the character of natural drainage

	systems. Earthwork, grading, erosion control structures (e.g. culvert pipes, wing ditches, etc.), and stream crossings, including crossings with either perennial or intermittent flows, shall not cause excessive siltation that damages fish and/or wildlife habitat in waterways or water bodies.

Exhibit B


NVN 046963
16N 22E
20
Legend
NVN 046963
SymbolID
0
Township
Section
Quarter-Quarter
No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual use or aggregate use with other data.
United States Department of the Interior
Bureau of Land Management
Carson City District Office
5665 Morgan Mill Rd.
Carson City, NV 89701
(775) 885-6000

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: May 1, 2025

Agenda Item Number:
10.k

Subject:
For Possible Action: Accept the donation of a tree and the installation worth $500 to be planted in the Santa Maria Park in memory of Kay Winters from the Desert Gardeners Club of Carson City.

Summary:
Accept the donation of a tree and the installation worth $500 to be planted in the Santa Maria Park in memory of Kay Winters from the Desert Gardeners Club of Carson City. Kay Winters was a founding member of this organization.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Accept the donation of a tree and the installation worth $500 to be planted in the Santa Maria Park in memory of Kay Winters from the Desert Gardeners Club of Carson City.

ATTACHMENTS
- Desert Garderners Club donation

Donation of Tree to Dayton Township in Lyon County
in honor of Kay Winters by the Desert Gardeners of Carson City

To Judge Smith,

The Desert Gardeners, a Garden Club in Carson City, was founded in 1952 by a group of women who wanted to ensure that Carson City Parks and open areas had trees and greenery to brighten up the city. Kay Winters was one of the founders of our club. She had remained a member up until her death in 2024. The Founding ladies had all designated a favorite type of tree or bush to be donated to Carson City parks or public places upon their death. Kay was the last of the Founders and because she lived her later years in Dayton and because there are few places in Carson that are in need of a tree, the current members of the Desert Gardeners would like to donate a tree (Mountain Ash – if possible) to Dayton to place in the Santa Maria Park. The reason for picking that location is that the land had been owned by the Winters family and the tree will grow in sight of the Winters house.

The Desert Gardeners have several questions:
1. Is the type of tree (Mountain Ash) a good species for the Santa Maria Park location and if not, select the best possible tree to place in that particular location?
2. Should our club purchase a tree from the Lyon County nursery or from another source?
3. Price of tree (Mountain Ash or species that is more compatible?)
4. We have a budget of $500 (for tree, planting, etc.)
5. What is needed for permission to place the tree?
6. Would like to have our members and Kay's family be at site when tree is planted and have a short ceremony to honor Kay.
What further information is required?

Many thanks,
Donna Brand, Desert Gardener Member, and friend of Kay Winters
775-841-4683
775-220-0484
djbrand@aol.com

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: May 1, 2025

Agenda Item Number:
10.1

Subject:
For Possible Action: Approve renewal agreement with Westlaw for legal research subscription for the District Attorney's Office for a three year term at the rate of $2,376 per month for the first year, $2,447.28 per month for the second year and $2,520.70 per month for the third year, and authorize the County Manager to sign amendments to reduce the monthly amount based on the attorneys in the district attorney's office using the service based on actual staffing levels.

Summary:
The Westlaw agreement is expiring on June 30, 2025. The District Attorney's Office uses the subscription for legal research and legal updates. The cost is shared 10% by the child support office. This renewal includes some new features. The District Attorney's Office has used this service for many years. The amount is included in the 2026 budget.

Financial Department Comments:
This is included in the budget.

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Approve agreement. Authorize the County Manager to authorize any reduction in the contract amount based on the number of attorneys in the district attorney's office using the service.

ATTACHMENTS
- Lyon County DA - 8 attorney Precision renewal West Order Form 2025-04-21

Thomson Reuters™

Order Form

Order ID: Q-09797788

Contact your representative jeff.picha@thomsonreuters.com with any questions. Thank you.

Sold To Account Address
Account #: 1000594917
LYON COUNTY
DISTRICT ATTORNEY
31 S MAIN ST
YERINGTON NV 89447-2571 US

"Customer"

Shipping Address
Account #: 1000594917
LYON COUNTY
DISTRICT ATTORNEY
31 S MAIN ST
YERINGTON NV 89447-2571 US

Billing Address
Account #: 1000594917
LYON COUNTY
DISTRICT ATTORNEY
31 S MAIN ST
YERINGTON, NV 89447-2571
US

This Order Form is a legal document between Customer and

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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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For non-federal customers the following shall apply: Thomson Reuters General Terms and Conditions (http://tr.com/us-general-terms-and-conditions) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

ProFlex Products
See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	$2,376.00	36

Bridge Products

Material #	Product	Quantity	Unit	Bridge Monthly Charges	Bridge Term (Months)
40757482	West Proflex	1	Each	$1,627.20	6

Bridge Terms

Bridge Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in the calendar month, if any. The Bridge Monthly charges will continue for the number of complete calendar months listed in the Bridge Term column above and will be in addition to the Monthly Charges and Minimum Term outlined above. At the end of the Bridge Term, your Monthly Charges and the Minimum term will begin on the first full calendar month following the Bridge Term as described in the Product grid above. All other terms and conditions of the Order Form remain unchanged. For purposes of clarification, your total Term will be the Bridge Term plus the Minimum Term.

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 plus any Bridge Term that may be outlined 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

Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term"), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term starts. You are also responsible for all Excluded Charges.

Federal government subscribers that chose a multi-year Minimum Term, those additional years will be implemented at your option pursuant to federal law. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

Banded Product Subscriptions. You certify your total number of attorneys (full-time and part-time partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges to the market rate for all of your attorneys.

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 shall be interpreted under Minnesota state law and any claim by one of us shall exclusively be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply, and any claim may be brought in any federal court.

Material Change. If, at any time during the Minimum Term or the Renewal Term, there is a material change in your organizational structure including, but not limited to merger, acquisitions, combination, significant increase in the number of attorneys at a location covered by the agreement, divestitures, downsizing or dissolution, we will modify your rates proportionally. If you acquire the assets of, or attorneys from, another entity that is a current subscriber, you assume all obligations under the agreements that apply to those assets and attorneys, and you will pay the invoiced charges on both those agreements as they become due, until a superseding agreement is negotiated in good faith.

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 document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 the General Terms and Conditions.

https://legal.thomsonreuters.com/content/dam/ewp-m/documents/legal/en/pdf/other/plan-2-pro-govt-agencies.pdf

http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf

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.

Confidentiality of Ordering Document. You understand that disclosure of the terms contained in this ordering document would cause competitive harm to us, and you agree not to disclose these terms to any third person.

Product Specific Terms

Document Intelligence Product Specific Terms: The following product specific terms shall apply to the Document Intelligence products on this order form, and are incorporated by reference: http://www.thomsonreuters.com/document-intelligence-PST.

Additional Terms for Services with Generative AI Skills: The following additional terms shall apply to Thomson Reuters Products with Generative AI Skills (including but not limited to all CoCounsel branded Products; all Products with AI Assisted Research; Practical Law or Practical Law Connect, with Dynamic Tool Set; Practical Law UK Premium; Practical Law Global Premium), listed on this order form, and are incorporated into this order form by reference: http://tr.com/genai-terms.

CoCounsel Core and CoCounsel Drafting Product Specific Terms: The following product specific terms shall apply to CoCounsel Core and CoCounsel Drafting and are incorporated into this order form by reference: http://tr.com/cocounselcore-and-drafting-product-specific-terms.

Product Specific Terms and Service Levels: The following product specific terms and service levels shall apply to the HighQ products on this order form, and are incorporated by reference:

- HighQ Product Specific Terms http://tr.com/HighQ-PST
- HighQ Service Level**s:** Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at: http://tr.com/HighQ-SLA. Note that Sections 3.3 of the SLA does not apply to any HighQ Light packages

The Federal Product Specific Terms can be found here: http://tr.com/federal-product-specific-terms

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.

- Campus Research
- 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

Drafting Tools Product Specific Terms: The following product specific terms shall apply to the Drafting Tools products (Drafting Assistant, Clause Finder, Clause Finder: Internal Agreements) on this order form, and are incorporated by reference: https://www.thomsonreuters.com/draftingassistant-and-clausefinder-pst.

Amended Terms and Conditions

Government Non-Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Acknowledgement: Order ID: Q-09797788

Signature of Authorized Representative for order	**Title**
Printed Name	**Date**

This Order Form will expire and will not be accepted after 4/30/2025.

Thomson Reuters™

Attachment Order ID: Q-09797788

Contact your representative jeff.picha@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:
Payment Method: Bill to Account
Account Number: 1000594917
This order is made pursuant to:

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

Order Confirmation Contact (#28)
Contact Name: Rye, Steve
Email: srye@lyon-county.org

eBilling Contact
Contact Name Steve Rye
Email **srye@lyon-county.org**

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1000594917	LYON COUNTY	31 S MAIN ST YERINGTON NV 89447-2571 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
8	Attorneys	43102993	Westlaw Precision Preferred with CoCounsel National Primary Law, Enterprise access, Government
8	Attorneys	41933475	Westlaw Litigation Collection, Enterprise access, Government
8	Attorneys	42077755	Westlaw All Analytical, Enterprise access, Government

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
STEVE	RYE	srye@lyon-county.org	EML PSWD CONTACT

Lapsed Products

Sub Material	Active Subscription to be Lapsed
40757481	West Proflex

Charges During Minimum Term

Material #	Product Name	Year 1 Charges per Billing Freq	% incr Yr 1-2*	Year 2 Charges per Billing Freq	% incr Yr 2-3*	Year 3 Charges per Billing Freq	% incr Yr 3-4*	Year 4 Charges per Billing Freq	% incr Yr 4-5*	Year 5 Charges per Billing Freq	Billing Freq
40757482	West Proflex	$2,376.00	3.00%	$2447.28	3.00%	$2520.70	N/A	N/A	N/A	N/A	Monthly

Charges During Minimum Term

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. Refer to Order Form for Billing Frequency Type.

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: May 1, 2025

Agenda Item Number:
10.m

Subject:
For Possible Action: Approve up to $20,000 of Park Construction Tax funds for the Dressler Park Arena for the installation and spreading of additional soil to make the arena safe for the horses and riders. This was approved by the Smith Valley Park and Recreation Board at their April 7, 2025 meeting.

Summary:
Approve up to $20,000 of Park Construction Tax funds for the Dressler Park Arena for the installation and spreading of additional soil to make the arena safe for the horses and riders. This was approved by the Smith Valley Park and Recreation Board at their April 7, 2025 meeting.

Financial Department Comments:
There are sufficient funds and budget available for this request.

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Approve up to $20,000 of Park Construction Tax funds for the Dressler Park Arena for the installation and spreading of additional soil to make the arena safe for the horses and riders. This was approved by the Smith Valley Park and Recreation Board at their April 7, 2025 meeting.

ATTACHMENTS
- CAB letter of transmittal SVPark Arena Footing 250407

Citizen Advisory Board

Letter of Transmittal

Meeting Date: 04/07/25

Advisory Board: Smith Valley Park and Recreation

Please select which board this item is to be brought before:

Board of Commissioners [✔], (and/or) Planning Commission [ ]

Agenda Item:

11) For Possible Action: Purchase, hauling and leveling of additional footing material at the arena.

Recommended Motion and/or Report:

a) After discussion, Alice moved that we approve spending up to $20,000.00 of our remaining budget to acquire and install / spread the needed footing material in the arena. This will get the depth of material up to the level needed for the safety of the horses and riders. Celeste seconded the motion and all approved.

Advisory Board or Public Concerns:

Submitted By: Mark Phillips - Secretary

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: May 1, 2025

Agenda Item Number:
11.a

Subject:
For Possible Action: Approve a contract with Paul Cavin Architect LLC for professional design services for the Justice Complex secure parking lot expansion for a total fee of $62,500.

Summary:
This is proposed for architectural services for the Justice Complex secured parking expansion.

Financial Department Comments:
This will be paid from the existing budget in the Capital Improvements Fund.

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Approve a contract with Paul Cavin Architect LLC for professional design services for the Justice Complex secure parking lot expansion for a total fee of $62,500.

ATTACHMENTS

- Contract with Paul Cavin Architect LLC

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 16th day of April in the year 2025
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Lyon County Board of Commissioners
27 South Main Street
Yerington, Nevada 89447

and the Architect:
(Name, legal status, address and other information)

Paul Cavin Architect LLC
1575 Delucchi Lane, Suite 120
Reno, Nevada 89502

for the following Project:
(Name, location and detailed description)

Lyon County District Court Site Improvements
911 Harvey Lane
Yerington, Nevada 89447

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The overall scope of work will be based on the Paul Cavin Architect LLC Proposal for Professional Design Services dated February 26, 2025 (P25009R1).

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

911 Harvey Lane, Yerington, Nevada.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

To be determined.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

To be determined.

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.2 Construction commencement date:

To be determined.

.3 Substantial Completion date or dates:

To be determined.

.4 Other milestone dates:

To be determined.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Deign-Bid-Build.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

None.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Doug Homestead and/or
Josh Foli
County Manager's Office
27 South Main Street
Yerington, Nevada 89447

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

None.

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Not Applicable.

.2 Civil Engineer:

The Civil Engineer will be hired by Paul Cavin Architect LLC.
Lumos & Associates

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308 North Curry Street, Suite 200
Carson City, Nevada 89703

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

None.

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Paul Cavin, AIA and/or
Arlee Fisher, AIA
Paul Cavin Architect LLC
1575 Delucchi Lane, Suite 120
Reno, Nevada 89502

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Not Applicable.

.2 Mechanical Engineer:

Not Applicable.

.3 Electrical Engineer:

PK Electrical, Inc.
681 Sierra Rose Drive, Suite B
Reno, Nevada 89511

§ 1.1.11.2 Consultants retained under Supplemental Services:

None.

§ 1.1.12 Other Initial Information on which the Agreement is based:

Paul Cavin Architect LLC Proposal for Professional Design Services dated February 26, 2025 (P25009R1).

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and

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construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million ($ 1,000,000) for each occurrence and Two Million ($ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million ($ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million ($ 1,000,000) each accident, One Million ($ 1,000,000) each employee, and One Million ($ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million ($ 1,000,000) per claim and One Million ($ 1,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The

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additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

~~§ 3.2 Schematic Design Phase Services~~

~~§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.~~

~~§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.~~

~~§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.~~

~~§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.~~

~~§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may~~

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~~include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.~~

~~§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.~~

~~§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.~~

~~§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.~~

~~§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.~~

§ 3.3 Design Development Phase Services

§ 3.3.1 ~~Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the~~ Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

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§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 facilitating the distribution of Bidding Documents to prospective bidders;

.2 organizing and conducting a pre-bid conference for prospective bidders;

.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

~~§ 3.5.3 Negotiated Proposals~~

~~§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~

~~§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:~~

~~.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;~~

~~.2 organizing and participating in selection interviews with prospective contractors;~~

~~.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and;~~

~~.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

~~§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

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§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

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§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1)

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consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.
(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	Not Provided
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	Not Provided
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Not Provided
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided

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§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Not Applicable.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Not Applicable.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of entities providing bids or proposals;

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.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 Two (2) visits to the site by the Architect during construction

.3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall

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include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

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§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that

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the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall

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proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

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§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

None.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

The Architect will retain the Instruments of Service per NRS 623 and NAC 623.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that

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jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

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.1 Stipulated Sum
(Insert amount)

Sixty-Two Thousand Five Hundred Dollars and Zero Cents ($62,500.00).

~~.2 Percentage Basis~~
~~*(Insert percentage value)*~~

~~( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.~~

~~.3 Other~~
~~*(Describe the method of compensation)*~~

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Based on a specific Scope of Work and associated fixed fee proposal.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Based on a specific Scope of Work and associated fixed fee proposal.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus - percent (- %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

Based on a specific Scope of Work and associated fixed fee proposal.

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

~~Schematic Design Phase~~		~~percent (%)~~
Design Development Phase	$23,600.00	percent (%)
Construction Documents Phase	$20,300.00	percent (%)
Procurement Phase	$8,400.00	percent (%)
Construction Phase	$10,200.00	percent (%)
Total Basic Compensation	$62,500.00 one hundred percent	(100.00 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

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(If applicable, attach an exhibit of hourly billing rates or insert them below.)

If Time and Materials are considered for Additional Services, then a current fee schedule will be presented for each discipline.

Employee or Category	Rate ($0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
.12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Fifteen percent (15 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

Not Applicable.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

~~**§ 11.10.1.2** If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. ~~Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.~~
~~*(Insert rate of monthly or annual interest agreed upon.)*~~

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~~%~~

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

Not Applicable.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

~~.2 Building Information Modeling Exhibit, if completed:~~

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

~~[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:~~
~~*(Insert the date of the E204-2017 incorporated into this agreement.)*~~

[X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Paul Cavin Architect LLC Proposal for Professional Design Services dated February 26, 2025 (P25009R1).

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

None.

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

BY: |

(Printed name and title)

ARCHITECT *(Signature)*

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BY: Paul Cavin, AIA Nevada License #6284

(Printed name, title, and license number if required)

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Lyon County Board of County Commissioners Agenda Summary

Meeting Date: May 1, 2025

Agenda Item Number:
12.a

Subject:
For Possible Action: Approve Instrastate Interlocal Agreement between the Department of Health and Human Services, Division of Welfare and Supportive Services, and the Lyon County District Attorney, Child Support Division for the period July 1, 2025 through June 30, 2029, with the State agreeing to pay $2,651,519 to Lyon County for the provision of child support services.

Summary:
The State contracts with the Lyon County District Attorney's Office Child Support Services to provide child support services in Lyon County as part of the Title IV, Part D of theSocial Security Act IV-D program. Lyon County has participated in this program for many years. The County pays a match for the program that is part of the annual budget.

Financial Department Comments:
Lyon County provides a 1/3 match for these grant funds.

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Approve agreement and auhtorize Chairman to sign

ATTACHMENTS
- State Contract

INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting By and Through Its

Department of Health and Human Services
Division of Welfare and Supportive Services
1470 College Parkway
Carson City, NV 89706

and

Lyon County District Attorney, Child Support Division
31 South Main Street
Yerington, Nevada 89447

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada;

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

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

2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.

3. CONTRACT TERM. This Contract shall be effective: **Retroactive to July 1, 2025 (subject to Board of Examiners' approval)** to **June 30, 2029**, unless sooner terminated by either party as set forth in this Contract.

4. TERMINATION. The Contract may be terminated or not renewed by either party prior to the date set forth in paragraph (3), pursuant to NRS 425.375(2). Each party remains fully responsible for their performance under the terms of this contract during that time period. The parties expressly agree that this contract may be terminated immediately if for any reason DWSS, State and/or Federal funding ability to satisfy this Contract is withdrawn, limited, or impaired. All property purchased partially or fully with CSEP federal funds as indicated on the most recent inventory plus purchases in the interim time period will be disposed of in full compliance with federal laws, rules and regulations.

5. NOTICE. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.

6. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: SCOPE OF WORK
ATTACHMENT B: BUDGET AND REIMBUIRSEMENT SCHEDULE
ATTACHMENT C: PENALTY/NOTICE/APPLEAL PROCESS
ATTACHMENT D: POLICY AND FORMS DEVELOPMENT AND APPEAL PROCESS
ATTACHMENT E: INCENTIVE PAYMENTS
ATTACHMENT F: CASE RESPONSIBILITIES
ATTACHMENT G: INDIRECT COST RATE
ATTACHMENT H: IRS SAFEGUARDING CONTRACT LANGUAGE
ATTACHMENT I: FEDERAL LAWS AND AUTHORITIES
ATTACHMENT J: SUBRECIPIENT FEDERAL AWARD FUNDING

7. CONSIDERATION. LYON COUNTY through the District Attorney's Office agrees to provide the services set forth in paragraph (6) at a cost of actual per invoice, with the total Contract or installments payable monthly, not exceeding **$2,651,519.00**; with the anticipated annual cost of $643,376.00 for FY26, $656,220.00 for FY27, $669,294.00 for FY28, and $682,629.00 for FY29 (the approved annual budget). Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

8. 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 expressly provided.

9. INSPECTION & AUDIT.

a. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the other party, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable regulations and statutes.

b. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the other party, the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

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

10. BREACH; REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs.

11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

12. 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.

13. INDEMNIFICATION. Neither party waives any right or defense to indemnification that may exist in law or equity.

14. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent 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.

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

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

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

18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law or this Contract, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

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

21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

22. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.

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

[This section intentionally left blank]

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

Name: Date	Chairman, Board of Lyon County Commissioner Title
Name: Date	Board Clerk, Lyon County Title
Stephen Rye Date	Lyon County District Attorney Title
Robert H. Thompson Date	Administrator, Division of Welfare and Supportive Services Title

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners

On: _____

Date

Approved as to form by:

On: _____

Deputy Attorney General for Attorney General

Date

ATTACHMENT A

SCOPE OF WORK

The grant award from which this contract is paid is from the Child Support Enforcement, Catalog of Federal Domestic Assistance (CFDA) number 93.563. The federal agency that provides this grant is the Administration for Children and Families, Department of Health and Human Services. The expenditure of funds under this program are subject to the annual audit requirements under the Super Circular 2 CFR part 200, subpart F (Audit Requirements). Super Circular 2 CFR part 200, subpart F states in part: non-federal entities that expend $1,000,000 or more in a fiscal year in federal awards shall have a single or program-specific audit conducted for that year in accordance with the provision of this part.

If sub-recipients are used for the execution of this contract, the DA must notify the sub-recipient of the above information.

The following acronyms/definitions are used throughout the attachments to this contract:

Chief	Chief of Child Support Enforcement
CFR	Code of Federal Regulations
CSEP	Child Support Enforcement Program
DA	District Attorney
DHHS	State of Nevada, Department of Health and Human Services
GSA	U.S. General Services Administration
DWSS	Division of Welfare and Supportive Services
Federal Funds	Federal Financial Participation & Child Support Incentive Fund Payments
FTI	Federal Tax Information
GASB/GAAP	Government Accounting Standards Board/Generally Accepted Accounting Principles, and used as applicable.
IV-D	Social Security Act, Title IV, Part D
NOMADS	Nevada Operations of Multi-Automated Data Systems
NVKIDS	New, Statewide, Nevada Child Support Enforcement Automated System, replacing NOMADS
OCSE	Federal Office of Child Support Enforcement
OMB	Office of Management and Budget
PAO	Program Area Office for the Child Support Enforcement Program
PA	Public Assistance Cases
SDU	State Disbursement Unit
State	State of Nevada
TANF	Temporary Assistance for Needy Families

I. The County Agrees:

A. To allocate funds for the provision of services contracted in this Contract with the understanding that federally recognized administrative costs shall be reimbursed and incentive payments shall be paid by DHHS-DWSS, at the level authorized by Congress for Title IV, Part D, of the Social Security Act IV-D.

B. To assure that funding levels allow for an organizational structure and sufficient staff to fulfill child support enforcement functions as outlined in this Contract.

C. Any federal penalties and interest assessed by a federal agency against the State of Nevada, Division of Welfare and Supportive Services (DWSS), Child Support Enforcement Program (CSEP), TANF Block Grant may be shared between the County and the State based upon their relative responsibility.

D. Any federal financial penalties assessed to counties may be appealed as outlined in Attachment C. No recovery is to occur prior to exhausting the appeal process. Upon exhausting the appeal process, if it is determined the County is responsible for repayment, reasonable notice will be provided indicating the method by which the penalty will be recovered.

E. To have in place and maintain accounting standards and systems consistent with uniform accounting procedures prescribed by federal and state requirements. These standards must conform to GASB and/or GAAP as applicable and as established by the American Institute of Certified Public Accountants.

F. To maintain accounting and fiscal record keeping systems sufficient to ensure that claims for available funds are submitted in accordance with applicable state and federal requirements and retain such records as required by applicable state and federal regulations.

G. To have policies and procedures to ensure timely tracking and monitoring of expenditures compared to budgeted/allocated amounts.

H. To ensure building facilities providing child support services are accessible to individuals with disabilities and identified by the international symbol of accessibility or provide services at an alternate accessible site when structural modifications are not practical.

I. To comply with Americans with Disability Act and all regulations adopted pursuant thereto.

II. The District Attorney Agrees:

A. NRS 425.370 and 425.380(1) require counties to provide child support enforcement services for local applicants. Under this Interlocal Contract the county offices will receive the approved federal reimbursement for providing IV-D services for these local cases, intrastate and interstate cases as defined under 45 CFR 304.20. All services performed by county staff shall be approved IV-D services. Federal reimbursement for services under this section is subject to all federal statutes and regulations regarding the IV-D program. Also any records relating to these services shall comply with requirements of federal statutes, regulations as well as this Interlocal Contract and the attachments contained herein.

B. Cases will be assigned to the County based on Attachment F.

C. To provide services to any case, prepare and maintain procedures and records in accordance with Title IV, Part D of the Social Security Act, federal regulations and policy, as maintained by OCSE, state statutes, regulations and DWSS policies, policy transmittals, policy & procedures and regulations including but not limited to establishing paternity, establishing a support obligation, and/or the enforcement of a support obligation, and/or to establish or enforce medical support.

D. To input IV-D child support information, orders and accurate balances into the statewide computer system (NVKIDS). The responsibility for errors and the related cost of those errors, if they can be determined with substantial certainty to be county error, will be reimbursed by the County through reduction of federal financial participation. The notice of appeal process is outlined in Attachment C.

E. To process all undistributed collections within the DA's control, as set forth in the federal regulations.

F. To follow policy, review and make reasonable efforts to ensure orders and balances are accurate prior to transferring from one office to another.

G. To provide for the administration and management of CSEP within the county and any other county cases that may be assigned to the DA, contained in Section II, Part B.

H. To act as the coordinating agency within the county to assure compliance with the management requirements of this Contract, and to submit all claims for reimbursement in accordance with Attachment B.

I. To use the federal and state mandated forms generated from the statewide computer system (NVKIDS). The Counties are not permitted to develop forms.

J. To permit authorized state and federal personnel to monitor and/or audit the activities, procedures, cases and accounting records that are subject to this Contract; to provide all requested information within their possession and control during the complete audit process; and to develop corrective action plans to rectify any exceptions noted in monitoring and/or audit reports that place their office out of

compliance with this Contract, federal statutes or regulations, or state statutes or regulations, to the extent that the noted exceptions are unique to the local office; and to assist in the development of corrective action plans by the State and to implement said plans to the extent that the noted exceptions are systemic throughout the state. Audit reports include federally mandated self-assessment reviews, financial audits, and other audits, reviews or studies authorized by the Chief. If requested information is not provided and/or corrective action plans are not submitted in a timely manner, federal and state reimbursements and/or incentive payments may be withheld until requested information and/or acceptable corrective action plans are submitted and approved.

K. To participate in the State Child Support Enforcement Annual Strategic Planning process.

L. To send staff to state or national conferences on child support issues, training workshops, classes or discussion groups on child support issues, as determined by the county's or state's needs which include but are not limited to management, attorneys and case managers. Additional staff will be allowed and encouraged to attend these training conferences, based on the need for representation in the different program areas.

M. To comply with federal statutes, federal regulations, state statutes, state regulations and program policies established by the Chief to the extent they do not violate the U.S. Constitution or Nevada Constitution.

N. To notify the Chief within five (5) working days of any known appeal or writ of a child support action to the Nevada Court of Appeals or the Nevada Supreme Court.

O. To provide a copy of the Employee Performance Bond with the annual budget request to the State.

P. To notify the Chief of all ordinances, policies, and state legislation proposed by the county that may have an impact on CSEP.

Q. To assure that persons responsible for handling cash receipts of child support collections do not participate in accounting or operation functions which would permit them to conceal in the accounting records the misuse of child support receipts.

R. To assure compliance with Title IV-D performance standards as identified in 45 CFR 302 and 303, except for those duties assigned to SDU.

S. To assist the DWSS in publicizing the program in compliance with 45 CFR 302.30.

T. To present IV-D cases in court proceedings in accordance with Attachment F, including but not limited to, federal court, bankruptcy court, family court or any other hearing or administrative processes regarding child support issues concerning these cases.

U. To assist with inquiries including those generated by the governor's office, the administrator's office or other government official's office, if the information being sought is not in the automated system, by responding to inquiries within two (2) business days.

V. To notify DWSS of negotiations of proposed settlements in active or former public assistance cases and refrain from entering into compromises or settlements of debts to the State, until approved by the State as outlined in state policy.

W. The purchase of any type of system technology to process child support cases, either with incentive dollars or for which CSEP federal funds are being sought for reimbursement, is disallowed and will be denied.

X. To lodge any disagreements with draft policy or forms in compliance with Attachment D.

Y. To maintain an ongoing inventory of all county equipment purchases with an individual unit cost as defined in the State Administrative Manual, Chapter 1500, and where CSEP federal funds were used.

Z. To maintain inventory items for the full duration of its useful life, as defined by state budgeting procedures, OMB circular A-87, and Subpart G of 45 CFR, Part 95. The approval of the Chief must be secured if use of the item is intended to be transferred outside the responsibilities of CSEP or the item is to be excessed before the end of its useful life.

AA. To support DWSS, local hospitals and birthing centers to improve paternity establishment percentages in accordance with policy.

BB. To comply with Americans with Disability Act and all regulations adopted pursuant thereto.

CC. To comply with federal requirements pertaining to limited English proficiency in accordance with Title VI of the Civil Rights Act of 1964 and 45 CFR 80.

DD. To comply with state policy regarding Administrative and Civil Rights complaint procedures.

EE. To agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

(a) Any federal, state, county or local agency, legislature, commission, council or board;
(b) Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
(c) Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

Nothing in paragraph one (1) above precludes a county from providing outreach activities or education pursuant to federal law and guidance documents issued by OCSE.

FF. To comply with current federal requirements pertaining to safeguarding and maintaining the confidentiality of federal tax information in accordance with the Internal Revenue Code and Internal Revenue Service Publication 1075 including Exhibit 7 of IRS Publication (Attachment H).

III. DWSS Agrees:

A. To provide statewide administration and secure compliance for all IV-D functions under the State Plan.

B. To provide services through the Nevada Central Registry per 45 CFR 302.36, including receiving the interstate referral packet, reviewing the documents, entering case information into the automated system, requesting any additional information needed from the referring state agency, and forwarding the referral packet to the appropriate county within the time frames set forth in 45 CFR 303.7.

C. To receive, distribute, and disburse payments through SDU in accordance with state and federal requirements.

D. To provide the required services for non-IV-D cases, including accurately entering the case information into the statewide computer system (NVKIDS) for Federal Case Registry, the correct receipt and timely disbursement of payments, and prompt handling of case inquiries.

E. To coordinate with county staff regarding complaints or clarifying federal/state policy in a timely manner. Requests for payment information or case status may be referred to the voice response unit or to the appropriate office.

F. To provide parent locate services per 45 CFR 302.35.

G. To provide complete, accurate and timely federal reports and self-assessment reports by using a valid, random sample of reliable data.

H. To provide training, and training regions including written materials, instructions and directions, related to the use of the automated system or state policy as requested by the county and approved by the Chief, as necessary for compliance with the terms of this agreement, prior to implementation of enhancement or code promotion.

I. To forgo the promotion of automation changes pending consultation with DAs to determine concerns and readiness for code introduction.

J. To coordinate the development and submission of legislative proposals in concert with the State's Courts and DAs and to timely notify the counties of any proposed legislation concerning child support enforcement prior to legislative hearings.

K. To be the liaison agency with the Federal OCSE in implementing and disseminating new regulations; coordinating federal audits; and developing correctional plans to keep the Program in compliance with federal regulations.

L. To distribute incentive payments as outlined in Attachment E within thirty (30) days of receipt of federal incentive funds, and reimburse county expenses within thirty (30) days of receiving reimbursement requests, for current billings.

M. To post complete and accurate reports and information on the State Child Support web pages and to provide the DA's office complete and accurate reports, and information including, but not limited to, development of case processing matrix reports by federal functional area (locate, establishment, paternity establishment, medical support, enforcement) sorted at the office, unit, team and case manager levels.

N. To operate, maintain and update and/or replace the child support enforcement computer system; to provide user access to online programs within DWSS' control; to develop, implement and make available, through the State intranet, complete and accurate system training documentation and such information as necessary to research the cause of any suspect data; and, to provide fixes and/or enhancements as requested by the DA and approved by the Chief as necessary for the DA's office to fulfill its contractual obligations.

O. To publicize the Program in compliance with 45 CFR 302.30.

P. To notify all participating county Child Support DAs within five (5) working days of any known Supreme Court appeal or writ to the Nevada Court of Appeals or the Nevada Supreme Court.

Q. To provide training and/or written instructions to the DA's office on any planned changes, new policy or procedure prior to implementation of the change, new policy or procedure in accordance with Attachment D.

R. To develop a statewide corrective action plan in the event that noted federal audit exceptions may be systemic throughout the state, and are not limited to the operation and management of a single office.

S. To rebate to the county its proportionate share of federal incentive monies which were withheld, and/or penalties imposed, if those monies are rebated to the State by the federal government following implementation of the corrective action plan or a successful appeal, waiver or setting aside of the federal financial action.

T. To provide regular and ongoing oversight, including onsite reviews and the provision of technical assistance and training.

IV. All Parties mutually agree:

A. DWSS shall notify the DA's office in writing of DA's office's:

1) Failure to submit required reports or requested data;

2) Failure or violation of federal or state program requirements or the requirements of this Interlocal Contract; or

3) Failure to meet minimum federal standards on a federal performance measure.

The letter shall specifically identify the relevant failure or violation.

B. DWSS shall require the submittal of a corrective action plan by the DA's office within a period of time specified in the letter. The corrective action plan must identify actions to be taken by DWSS and/or DA to remedy deficiencies and anticipated time frames for those actions to be completed and be approved by the Chief. Refusal to provide and implement an acceptable corrective action plan within the required time period will be grounds for DWSS to withhold CSEP federal funds.

C. Prior to withholding any CSEP federal funds, DWSS will provide an additional notice in writing to the DA's office specifying the failure to provide or implement the corrective action plan.

D. The appeal process specified in Attachment C, Sections 5-10, must be exhausted prior to withholding CSEP federal funds.

ATTACHMENT B

BUDGET AND REIMBURSEMENT SCHEDULE

I. FUNDING

Federal Financial Participation will be provided at the applicable matching rate, which is currently 66% for approved IV-D activities, this includes county staff performing these activities (IV-D Staff). The County will be responsible for the remaining balance.

II. BUDGET

A. An annual DA's budget for child support must be submitted to the Chief by April 15 of each year or 30 days after receipt of annual instructions provided by the Chief, whichever is later. The budget must follow the annual instructions. Reimbursements will not be made until the budget has been approved by the Chief

B. During even numbered years the DA must provide projected two-year budgets commencing on July 1 of the even numbered years and ending on June 30 two years later. This information will be used to obtain authority from the state legislature to reimburse the counties.

C. Out-of-state travel in which Title IV-D reimbursement is requested, requires prior approval by the Chief of the CSEP or designee. The travel must be for the purpose of administration of the Title IV-D Program. Travel is approved at the prevailing GSA rate.

D. Expenditures requiring prior approval are outlined in 2 CFR Part 200, 45 CFR 95.611 and State Administrative Manual, chapter 1500.

E. The DA must maintain appropriate records pertaining to expenditures. These records shall include time and accounting of all IV-D Staff performing non-reimbursable tasks or services. Federal reimbursable tasks or services are defined in 45 CFR 304.20.

F. Claims must be submitted in the state approved format within thirty days of the end of the month in which the expenses are incurred, unless the Chief grants an approval for an extension. Claims not submitted within 90 days of the end of the month in which the funds are expended will be rejected and no reimbursement will occur.

G. Delay in claim payment may occur for the prior State Fiscal Year (SFY), which ends on June 30, for claims submitted after the end of the third week in July of each year.

H. All budgeted items must be reasonable and necessary for the operation of the program and accomplishing its goals and objectives.

I. All budgeted items must be allowable under federal regulation and state policy.

J. The county will be reimbursed 100% of paternity testing costs. The county may also be reimbursed 100% for other paternity related costs upon prior approval of the Chief. Fees collected by the county for such costs must be forwarded directly to the state to ensure the county does not collect from both the Title IV-D program and the natural father.

ATTACHMENT C

PENALTY/NOTICE/APPEAL PROCESS

I. Any federal penalties and interest assessed by a Federal agency against the State of Nevada may be shared between the counties and the state based upon their relative responsibility. The assessment for each county through the DA's office will be deducted first from undistributed incentive payments until exhausted and then from monthly CSEP Federal Funds thereafter until the penalty is fully collected. Offices will be notified thirty (30) days prior to any withholding of CSEP Federal Funds. The pass through of any federal penalties which may be imposed as the result of audits will be governed by terms of the agreements in effect during the audited year(s) in question. The Chief will provide written notice to counties announcing the intent to pass through a federal penalty not later than 60 days after the penalty is final.

II. Penalties or interest assessed against counties will not be withheld until federal corrective action periods are exhausted and the federal agency confirms satisfactory corrective action has not been achieved.

A. Penalties or interest assessed against counties will be limited to the percentage of TANF recipients in the responsible county for the federal fiscal year coinciding with the penalty year multiplied by the total TANF block grant awarded to Nevada for the federal fiscal year against which the penalty is being assessed multiplied by the percentage of federal penalty imposed against the Nevada TANF block grant OR the amount of the current state fiscal year county match (34%), whichever is less.

EXAMPLE:
In FFY17, the TANF population in county X is 1.6% of Nevada's total TANF recipients. The total TANF block grant in FFY 17 is $42,194,077. The federal penalty assessed against Nevada in FFY 17 is $1,200,000. County X's penalty is $19,240 which is less than the current state fiscal year county match (34%).

III. Prior to any penalty being imposed by the Chief, counties determined to be responsible, as set forth in Section I of Attachment C, must enter into good faith discussions with the Chief to establish relative level of responsibility and proper assignment of penalties and interest.

IV. If negotiations under Section II of this Attachment fail, the Chief will notify the County through the DA's office, in writing of any penalties or interest to be assessed against the County. The Chief's notice will include a detailed explanation of the reason for the assessment of penalties and interest and, if the penalties and

interest are pro-rated throughout the state, a statement of the pro-ration. The Chief will provide written notice thirty (30) days prior to recovery of penalties or interest.

V. If the County disagrees with the Chief's final decision to recover penalties or interest, the county may within thirty (30) calendar days from the date of the notice, submit a written appeal to the Administrator DWSS. The County appeal must contain arguments and documentation why the Chief should not recover penalties or interest. If the County fails to submit an appeal within the specified timeframes, the Chief will pursue the recovery of penalties or interest.

VI. The Administrator of DWSS may request additional information and will make a written decision specifically addressing the arguments and documentation submitted by the County within sixty (60) calendar days after receipt of the appeal or all requested information is received, whichever is later.

VII. If the County disagrees with the Administrator's decision it may file a written request within fifteen (15) calendar days after issuance of the Administrator's decision seeking reconsideration by the Penalty Review Committee. The counties must file their request for reconsideration with the Chief. The Penalty Review Committee will be comprised of seven total members made up of the following: 1) Three members from the counties being assessed a penalty; 2) Three members from the state; 3) One member to serve as chairperson of the committee who is mutually acceptable to both the state and involved counties. The committee will confer and review information presented by the parties relevant to the assessment of penalties and prepare a written recommendation of resolution for presentation to the Director of DHHS. The Committee may request additional information and will make a written recommendation specifically addressing the arguments and documentation submitted by the parties within sixty (60) calendar days after receipt of the appeal or receipt of all requested information, whichever is later.

VIII. The Director of DHHS may request additional information and will make a written decision giving consideration to the Counties written appeals to the Administrator, the Administrator's decision and the recommendation of the Committee. The Director will issue a written decision within sixty (60) calendar days after receipt of the recommendation from the Committee or when all requested information is received, whichever is later. The Directors decision shall contain specific findings and conclusions if it deviates from the recommendation forwarded by the Committee.

IX. The decision of the Director of DHHS issued pursuant to section VIII of this Attachment is the final agency decision and may be appealed to District Court.

X. DWSS agrees to forego the recovery of assigned penalties or interest from a county until all levels of appeal outlined in this Attachment have been exhausted.

ATTACHMENT D

POLICY AND FORMS DEVELOPMENT AND APPEAL PROCESS

I. Draft policy or forms will be provided to the DA offices by DWSS with a minimum of a thirty (30) day comment period.

II. During the comment period the DA offices must provide information in writing if they disagree with or have comments on the draft proposal initiated by DWSS. The response must provide arguments and documentation why the draft policy should be changed. Any written comments received after the comment period, unless an extension is granted by the Chief, may not delay implementation of the draft proposal or be eligible for the appeal process.

III. The Chief will issue a decision in writing and within thirty (30) days after reviewing all timely comments on policy or form proposals initiated by DWSS and to all policy proposals initiated by the DA offices indicating what action will be taken.

IV. If the County through the DA's office disagrees with the Chief's decision on timely comments on policy or forms initiated by DWSS or rejection of a policy initiated by the DA offices, an appeal may be submitted in writing to the Administrator of DWSS within fifteen (15) days of receipt of the Chief's decision referred to in paragraph III. The appeal must contain written arguments and documentation why the Chief should not take the action described in paragraph III.

V. The Administrator of DWSS may request additional information and will make a written decision within thirty (30) days of receipt of the appeal or all information, whichever is later. The decision by the Administrator of DWSS is final and unappealable

VI. This appeal procedure does not apply to the adoption of regulations which follow the public hearing process or which are mandated by federal regulation.

ATTACHMENT E

INCENTIVE PAYMENTS

The Child Support Performance Act of 1998 and 45 CFR 305 requires incentive payments to be based on the states' performance. The state's distribution of incentives will be limited to the amount of a federal award granted to and received by Nevada. This attachment describes how incentives will be calculated and disbursed to the Nevada IV-D offices.

I. CALCULATION OF INCENTIVES

The incentives will be distributed to the IV-D offices (DA and state) based on their performance in four areas: 1) Paternity Establishment; 2) Cases with Orders; 3) Collections on Current Support; and 4) Collections on Arrears. Fifteen (15) percent of any incentives awarded and received after the effective date of this contract will be retained by the Program for statewide program enhancements. Recommendations for statewide enhancements may be introduced by any manager from any child support office and brought to the attention of the Chief. The Chief will set up a meeting to discuss the recommendation. The recommendation for statewide enhancements shall require an agreement of the majority of child support offices present in the meeting). The DWSS Administrator is the final authority on deciding how to spend the statewide incentive funds after reviewing the recommendation. The state will calculate IV-D office incentives based on information provided by the automated system. The office figures will be posted monthly on the Child Support Enforcement website. The final annual report and completed worksheets (Exhibit B) will be provided to the IV-D offices within thirty (30) days of when the state's incentive information is received by the state from the Federal Government.

A. Definitions of Performance Measurements

1. Paternity Establishment Percentage (PEP)

   Total number of children in IV-D caseload as of the end of the Federal Fiscal Year, who were born-out-of-wedlock with paternity established or acknowledged divided by the total number of children in the IV-D caseload as of the end of the preceding Federal Fiscal Year who were born out-of-wedlock. The PEP is a measure of children in the caseload at a point-in time. Paternities include those established by: 1) voluntary acknowledgment; and 2) all types of order, including court, administrative, and default. However, a paternity can only be counted once either when a voluntary acknowledgment is completed or when an order determining paternity is established.

2. Cases with an Order

Number of IV-D cases with child support orders divided by the total number of IV-D cases. Support orders include all types of legally enforceable orders, including court, default and administrative. Since the measure is a case count at a point-in-time, modifications to an order do not affect the count.

3. Collections on Current Support

Total dollars collected for current support in IV-D cases divided by total dollars owed for current support in IV-D cases. Measures the amount of current support collected as compared to the total amount owed. Current support is money applied to current support obligations and does not include payment plans for payment toward arrears. This measure would be computed monthly and the total of all months reported at the end of the year.

4. Collection on Arrears

Total number of eligible IV-D cases paying toward arrears divided by the total number of IV-D cases with arrears due. This measure would include those cases where all of the past-due child support was disbursed to the family, or all of the past due child support was retained by the state because all the past due child support was assigned to the state. If some of the past due child support was assigned to the state and some was owed to the family, only those cases where some of the support actually was disbursed to the family would be included.

This measure would be computed monthly and the total of all months reported at the end of the year.

B. Completing Incentive Worksheet

The state will complete the Incentive Worksheet (Exhibit B) as follows:

1. Determine IV-D Office Performance Level

For the four performance measurements, determine the IV-D office performance level.

2. Determining Applicable Percentage With Respect To The Four Performances Measures

Use the federal charts (Exhibit A) to determine the appropriate percentage for each performance level.

3. Determining Total Incentive Collections

The collection base for the IV-D office is determined by multiplying collections for Nevada TANF and former TANF cases by three and adding collections for all other case types.

4. Determining IV-D Office Collection Base

The total incentive collections are multiplied by the applicable percentage for each performance measurement. The total for each are then added together to determine the total collection base.

5 Determining the IV-D office Percentage of the Incentive Pool

Add the collection base for all IV-D offices to determine the state collection base. Divide the IV-D office collection base by the state collection base to arrive at the IV-D office percentage of incentive pool (Exhibit B).

6. Determining IV-D Office Incentives

Multiply the amount of incentives awarded by OCSE, by the IV-D office percentage of the incentive pool to determine the IV-D office's incentives for the year.

II. DISTRIBUTION OF INCENTIVES TO THE IV-D OFFICES

A. Reinvestment

Section 458A (f) of the Social Security Act requires states to use incentive payments to supplement and not supplant funds used by the state in its IV-D Program. The act requires states to maintain or exceed program expenditures for the base federal fiscal year 1998.

If the state fails to meet this requirement, incentives will be reduced by OCSE to Nevada. These reduced incentives will be the amount disbursed to the offices by the formula described in I. B.

B. Data Reliability

Section 452 (g) (2) (c) of the Social Security Act requires data to be complete and reliable. If OCSE determines the data reported is not reliable and incentives are not distributed to the State, no incentives will be distributed to the IV-D offices. OCSE will evaluate the data for the outcome measurements proposed in 45 CFR 305. Federal audit staff may determine data is unreliable for specific measurements.

C. Case Assignment Rules

Federal regulations require that a case can only be counted once within the state for reporting and incentive purposes. Interstate cases may be included in both the initiating and responding states' caseload. Cases will be assigned to the appropriate county or program area office (PAO) based on the following rule:
Intrastate Cases

If the IV-D office transfers a case to another County office or PAO to provide services, the case will be included in the receiving County or PAO caseload.

EXHIBIT A

To determine the applicable percentage for each performance measurement, use the following tables:

If the paternity establishment performance level is:

At least	But less than	The applicable percentage is
80%		100%
79%	80%	98%
78%	79%	96%
77%	78%	94%
76%	77%	92%
75%	76%	90%
74%	75%	88%
73%	74%	86%
72%	73%	84%
71%	72%	82%
70%	71%	80%
69%	70%	79%
68%	69%	78%
67%	68%	77%
66%	67%	76%
65%	66%	75%
64%	65%	74%
63%	64%	73%
62%	63%	72%
61%	62%	71%
60%	61%	70%
59%	60%	69%
58%	59%	68%
57%	58%	67%
56%	57%	66%
55%	56%	65%
54%	55%	64%
53%	54%	63%
52%	53%	62%
51%	52%	61%
50%	51%	60%
0%	50%	0%

Notwithstanding the preceding sentence, if the paternity establishment performance level of a IV-D office for a fiscal year is less than 50% but exceeds by at least 10 percentage points the paternity establishment performance level of the IV-D office for the immediately preceding fiscal year, then the applicable percentage with respect to the IV-D office's paternity establishment performance level is 50%.

If the support order performance level is:

At least	But less than	The applicable percentage is
80%		100%
79%	80%	98%
78%	79%	96%
77%	78%	94%
76%	77%	92%
75%	76%	90%
74%	75%	88%
73%	74%	86%
72%	73%	84%
71%	72%	82%
70%	71%	80%
69%	70%	79%
68%	69%	78%
67%	68%	77%
66%	67%	76%
65%	66%	75%
64%	65%	74%
63%	64%	73%
62%	63%	72%
61%	62%	71%
60%	61%	70%
59%	60%	69%
58%	59%	68%
57%	58%	67%
56%	57%	66%
55%	56%	65%
54%	55%	64%
53%	54%	63%
52%	53%	62%
51%	52%	61%
50%	51%	60%
0%	50%	0

Notwithstanding the preceding sentence, if the support order performance level of a IV-D office for a fiscal year is less than 50% but exceeds by at least 10 percentage points the support order performance level of the IV-D office for the immediately preceding fiscal year, then the applicable percentage with respect to the IV-D office's support order performance level is 50%.

If the current payment performance level is:

At least	But less than	The applicable percentage is
80%		100%
79%	80%	98%
78%	79%	96%
77%	78%	94%
76%	77%	92%
75%	76%	90%
74%	75%	88%
73%	74%	86%
72%	73%	84%
71%	72%	82%
70%	71%	80%
69%	70%	79%
68%	69%	78%
67%	68%	77%
66%	67%	76%
65%	66%	75%
64%	65%	74%
63%	64%	73%
62%	63%	72%
61%	62%	71%
60%	61%	70%
59%	60%	69%
58%	59%	68%
57%	58%	67%
56%	57%	66%
55%	56%	65%
54%	55%	64%
53%	54%	63%
52%	53%	62%
51%	52%	61%
50%	51%	60%
49%	50%	59%
48%	49%	58%
47%	48%	57%
46%	47%	56%
45%	46%	55%
44%	45%	54%
43%	44%	53%
42%	43%	52%
41%	42%	51%
40%	41%	50%
0%	40%	0

Notwithstanding the preceding sentence, if the current payment performance level of a IV-D office for a fiscal year is less than 40% but exceeds by at least 10 percentage points the current payment performance level of the IV-D office for the immediately preceding fiscal year, then the applicable percentage with respect to the IV-D office's current payment performance level is 50%.

If the arrearage payment performance level is:

At least	But less than	The applicable percentage is
80%		100%
79%	80%	98%
78%	79%	96%
77%	78%	94%
76%	77%	92%
75%	76%	90%
74%	75%	88%
73%	74%	86%
72%	73%	84%
71%	72%	82%
70%	71%	80%
69%	70%	79%
68%	69%	78%
67%	68%	77%
66%	67%	76%
65%	66%	75%
64%	65%	74%
63%	64%	73%
62%	63%	72%
61%	62%	71%
60%	61%	70%
59%	60%	69%
58%	59%	68%
57%	58%	67%
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52%	53%	62%
51%	52%	61%
50%	51%	60%
49%	50%	59%
48%	49%	58%
47%	48%	57%
46%	47%	56%
45%	46%	55%
44%	45%	54%
43%	44%	53%
42%	43%	52%
41%	42%	51%
40%	41%	50%
0%	40%	0

Notwithstanding the preceding sentence, if the arrearage payment performance level of a IV-D office for a fiscal year is less than 40% but exceeds by at least 10 percentage points the arrearage payment performance level of the IV-D office for the immediately preceding fiscal year, then the applicable percentage with respect to the IV-D office's arrearage payment performance level is 50%.

EXHIBIT B
Incentive Worksheet

IV-D Office:_____

Performance Area	IV-D Office Performance Level	Applicable %		Total Incentive Collections		Collection Base
a. Paternity			X		=	
b. Cases with Orders			X		=	
c. Collection on Current Support			X		=	
d. Collection on Arrears			X		=	
			Total Collection Base		=	

A. DETERMINING TOTAL INCENTIVE COLLECTIONS

Nevada TANF/Former TANF collection X 3 =
Other collections =
Total Incentive Collections =

This total is shown in the total incentive collection column.

Total statewide collection base

B. IV-D OFFICE PERCENTAGE OF INCENTIVE POOL

IV-D office collection base divided by statewide collection base = %

C. IV-D OFFICE INCENTIVES

Incentive paid by feds $
Office % of incentive pool x_____%
Minus 15% Statewide Enhancements
Total Incentives Award $_____

EXHIBIT C

Example

IV-D Office:_____

Performance Area	IV-D Office Performance Level	Applicable %		Total Incentive Collections		Collection Base
a. Paternity	72%	84%	X	$15m	=	12.6
b. Case with Orders	59%	69%	X	$15m	=	10.3
c. Collection on Current Support	44%	54%	X	$15m	=	8.1
d. Collection on Arrears	42%	51%	X	$15m	=	7.6
						38.6
				Total collection base		

A. DETERMINING TOTAL INCENTIVE COLLECTIONS

Nevada TANF/Former TANF collections $1m x 3 = $3m
Other collections = $12m
Total incentive collections = $15m

This total is shown in the total incentive collection column.

B. DETERMINING THE IV-D OFFICE PERCENTAGE OF THE INCENTIVE POOL

In this example the total IV-D office collection base is 100. Dividing the IV-D office collection base by the total statewide collection base [assume 100] (38.6 ÷ 100 = .39) is equal to 39%.

C. DETERMINING IV-D OFFICE INCENTIVES

Incentive paid by feds = $2m
Office % of incentive pool x .39 =$780,000
Minus 15% Statewide Enhancements = $117,000
Total Incentives Award $663,000

Under this example the IV-D office would receive $ 663,000 in incentives.

ATTACHMENT F

CASE RESPONSIBILITIES

I. GENERAL RESPONSIBILITIES

The County agrees to serve all:

A. Applicants who make application in a county for which they have assigned responsibilities.

B. Cases which have been transferred to their county due to jurisdiction or conflict reasons.

C. Cases which are assigned to their county by NVKIDS for interstate case services.

II. SPECIFIC RESPONSIBILITIES

The County agrees to assume responsibility for and perform:

A. Locate services for all Lyon County non-assistance IV-D cases.

B. Establishment services for all Lyon County non-assistance IV-D cases.

C. Enforcement services for all Lyon County non-assistance IV-D cases.

ATTACHMENT G

INDIRECT COST RATE

The parties acknowledge that a standard 10% indirect cost rate provides a safe harbor under the applicable Federal rules governing the use of such rates and that the use of an actual indirect cost rate higher than 10% may be subject to federal audit and action. Accordingly, in regard to the calculation of County's indirect cost rate for the fiscal years covered by this Contract, the Division agrees that a rate of more than 10% may be approved, based upon the supporting materials and calculations submitted with County's indirect cost rate proposal and subject to and contingent upon approval of the indirect cost rate by the Chief, which approval will not be unreasonably withheld, and the provisions of this section.

I. Indemnification. County agrees to indemnify the Divisions for any costs related to and arising from federal audit findings, disallowances, sanctions or penalties that are attributable to County's use of an indirect cost rate in excess of the 10% standard rate.

II. Independent Auditor. County agrees to assume the costs associated with an independent auditor performing the necessary work to provide annual specific assurances that an indirect cost rate in excess of the 10% standard rate is appropriate.

III. Participation in Audit. County agrees to participate in any audit of its indirect rate and to provide all supporting information upon which an indirect cost rate in excess of the 10% standard rate is based.

ATTACHMENT H

IRS SAFEGUARDING CONTRACT LANGUAGE
CONTRACT LANGUAGE FOR GENERAL SERVICES

I. PERFORMANCE

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by officers or employees with the following requirements:

(1) All work will be performed under the supervision of the contractor.

(2) The contractor and contractor's officers or employees to be authorized access to FTI must meet background check requirements defined in IRS Publication 1075. The contractor will maintain a list of officers or employees authorized access to FTI. Such list will be provided to the agency and, upon request, to the IRS.

(3) FTI in hardcopy or electronic format shall be used only for the purpose of carrying out the provisions of this contract. FTI in any format shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection or disclosure of FTI to anyone other than the contractor or the contractor's officers or employees authorized is prohibited.

(4) FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related output and products require the same level of protection as required for the source material.

(5) The contractor will certify that FTI processed during the performance of this contract will be completely purged from all physical and electronic data storage with no output to be retained by the contractor at the time the work is completed. If immediate purging of physical and electronic data storage is not possible, the contractor will certify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized disclosures.

(6) Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the agency. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency with a statement containing the date of destruction, description of material destroyed, and the destruction method.

(7) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.

(8) No work involving FTI furnished under this contract will be subcontracted without the prior written approval of the IRS.

(9) Contractor will ensure that the terms of FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.

(10) To the extent the terms, provisions, duties, requirements, and obligations of this contract apply to performing services with FTI, the contractor shall assume toward the subcontractor all obligations, duties and responsibilities that the agency under this contract assumes toward the contractor, and the subcontractor shall assume toward the contractor all the same

obligations, duties and responsibilities which the contractor assumes toward the agency under this contract.

(11) In addition to the subcontractor's obligations and duties under an approved subcontract, the terms and conditions of this contract apply to the subcontractor, and the subcontractor is bound and obligated to the contractor hereunder by the same terms and conditions by which the contractor is bound and obligated to the agency under this contract.

(12) For purposes of this contract, the term "contractor" includes any officer or employee of the contractor with access to or who uses FTI, and the term "subcontractor" includes any officer or employee of the subcontractor with access to or who uses FTI.

(13) The agency will have the right to void the contract if the contractor fails to meet the terms of FTI safeguards described herein.

II. CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that FTI disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any FTI for a purpose not authorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution.

(2) Each officer or employee of a contractor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an official need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.

(3) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of $1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each officer or employee understands the agency's security policy and procedures for safeguarding FTI. A contractor and each officer or employee must maintain their authorization to access FTI through annual recertification of their understanding of the agency's security policy and procedures for safeguarding FTI. The initial certification and recertifications must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, a contractor and each officer or employee must be advised of the provisions of IRC sections 7213, 7213A, and 7431 (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training on the agency's security policy and procedures provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For the initial certification and the annual recertifications, the contractor and each officer or employee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. Based on the inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with FTI safeguard requirements.

ATTACHMENT I – FEDERAL LAWS AND AUTHORITIES

FEDERAL LAWS AND AUTHORITIES WITH WHICH THE AWARDED VENDOR SHALL BE REQUIRED TO COMPLY, AS APPLICABLE.

1.1. Archeological and Historic Preservation Act of 1974, PL 93-291
1.2. Clean Air Act, 42 U.S.C. 7506(c)
1.3. Endangered Species Act 16 U.S.C. 1531, ET seq.
1.4. Executive Order 11593, Protection and Enhancement of the Cultural Environment
1.5. Executive Order 11988, Floodplain Management
1.6. Executive Order 11990, Protection of Wetlands
1.7. Farmland Protection Policy Act, 7 U.S.C. 4201 ET seq.
1.8. Fish and Wildlife Coordination Act, PL 85-624, as amended.
1.9. National Historic Preservation Act of 1966, PL 89-665, as amended.
1.10. Safe Drinking Water Act, Section 1424(e), PL 92-523, as amended.
1.11. Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended.
1.12. Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants or Loans
1.13. Age Discrimination Act, PL 94-135
1.14. Civil Rights Act of 1964, PL 88-352
1.15. Section 13 of PL 92-500; Prohibition against sex discrimination under the Federal Water Pollution Control Act
1.16. Executive Order 11246, Equal Employment Opportunity
1.17. Executive Orders 11625 and 12138, Women's and Minority Business Enterprise
1.18. Rehabilitation Act of 1973, PL 93, 112
1.19. Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646
1.20. Executive Order 12549 – Debarment and Suspension
1.21. Davis-Bacon Act 40 U.S.C. 3141-3148
1.22. Contract Work Hours and Safety Standards Act 40 U.S.C. 3701-3708
1.23. Rights to Inventions Made Under a Contract or Agreement 37 CFR §401.2(a)
1.24. Byrd Anti-Lobbying Amendment 31 U.S.C. 1352
1.25. The E-Government Act of 2002
1.26. The Privacy Act of 1974

ATTACHMENT J

SUBRECIPIENT FEDERAL AWARD FUNDING

According to the definition in 2 CFR Part 200 Subpart A 200.93 the Child Support Enforcement Program services which your organization performs constitutes a subrecipient and not a contractual relationship, as such, your award is hereby modified to include the following information:

Project Description: To provide child support enforcement services for local applicants through county participation. Under this award, the above-named entity will receive the approved federal reimbursement pass-through from the State of Nevada, Division of Welfare and Supportive Services for providing IV-D services for local, intrastate, and interstate cases as defined under 45 CFR 304.20 and described within the interlocal agreement and it's incorporated attachments.

Performance Period(s): July 1, 2025 – June 30, 2026
July 1, 2026 – June 30, 2027
July 1, 2027 – June 30, 2028
July 1, 2028 – June 30, 2029

Source of Funds: Administration for Children and Families, Child Support Enforcement

CFDA #: 93.563

Unique Entity Identification # (UEI#): UT4JJJ9N6L69

66% Award	FFY26	FFY27	FFY28	FFY29
FAIN #:				
Federal Grant #:				
Federal Grant Award Date by Federal Agency:				
Total Amount of Federal Funds Obligated	$424,628.00	$433,105.00	$441,734.00	$450,535.00

Research & Development: This award does not contain any Research and Development.

Each Fiscal Year over the term of the contract, the Division of Welfare and Supportive Services Child Support Enforcement Program will send the Subrecipient an amended Attachment J with the current grant award information electronically via email.

The Subrecipient must acknowledge receipt of the amended attachment and respond to the original email notification from the Child Support Enforcement Program. The correspondence shall be printed and attached as back up documentation to the contract for tracking and reporting purposes.

Item 12a

Gmail

Steve Rye <srye@lyon-county.org>

Fwd: Revised - DWSS - Lyon Co - CSEP Agreement - Attachment I

1 message

Bridget Hill <bhill@lyon-county.org> Mon, Apr 28, 2025 at 9:27 AM
To: Steve Rye <srye@lyon-county.org>

State Contract

FYI - Revised Attachment I. I have included the Revised Attachment.

Bridget

---------- Forwarded message ---------
From: **Bridget Hill** <bhill@lyon-county.org>
Date: Mon, Apr 28, 2025 at 9:26 AM
Subject: Re: Revised - DWSS - Lyon Co - CSEP Agreement - Attachment I
To: Susan Potts <spotts@dwss.nv.gov>
Cc: Kiersten Gallagher <KGALLAGHER@dwss.nv.gov>, DWSS Contracts <dwsscontracts@dwss.nv.gov>

Thank you

On Mon, Apr 28, 2025 at 9:23 AM Susan Potts <spotts@dwss.nv.gov> wrote:

> Good Morning,
>
> There has been a minor change to Attachment I. Per federal guidelines, the Equal Employment Opportunity Executive Order (EO 11246) has been revoked. Due to this, we revised Attachment I, Federal Laws and Authorities. Executive Order 11246 has been removed. No other changes have been made to the contract. Please replace the previously sent Attachment I with the version attached here.
>
> Please contact me if you have any questions.
>
> Thank you,

Susan Potts

Fiscal Business Professional Trainee III

Nevada Certified Contract Manager

Nevada Department of Health and Human Services

Division of Welfare and Supportive Services

1470 College Pkwy |Carson City, NV 89706-7924
T: (775) 684-8771 |F: (775) 684-0627|E: spotts@dwss.nv.gov

dhhs.nv.gov | dwss.nv.gov

"Working for the Welfare of ALL Nevadans"

Find help 24/7 by dialing 2-1-1; texting 898-211; or visiting www.nevada211.org

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This message and accompanying documents are covered by the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521, may be covered by the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and may contain confidential information or Protected Health Information intended for the specified individual(s) only. If you are not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, copying, or the taking of any action based on the contents of this information is strictly prohibited. Violations may result in administrative, civil, or criminal penalties. If you have received this communication in error, please notify sender immediately by e-mail, and delete the message.

Lyon Co DA - Attachment I - Federal Laws and Authorities - Revised_4.25.25.pdf
97K

ATTACHMENT I – FEDERAL LAWS AND AUTHORITIES

FEDERAL LAWS AND AUTHORITIES WITH WHICH THE AWARDED VENDOR SHALL BE REQUIRED TO COMPLY, AS APPLICABLE.

1.1. Archeological and Historic Preservation Act of 1974, PL 93-291
1.2. Clean Air Act, 42 U.S.C. 7506(c)
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1.11. Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended.
1.12. Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants or Loans
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1.17. Rehabilitation Act of 1973, PL 93, 112
1.18. Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646
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1.20. Davis-Bacon Act 40 U.S.C. 3141-3148
1.21. Contract Work Hours and Safety Standards Act 40 U.S.C. 3701-3708
1.22. Rights to Inventions Made Under a Contract or Agreement 37 CFR §401.2(a)
1.23. Byrd Anti-Lobbying Amendment 31 U.S.C. 1352
1.24. The E-Government Act of 2002
1.25. The Privacy Act of 1974

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: May 1, 2025

Agenda Item Number:
12.b

Subject:
For Possible Action: Approve engagement with McDonald Carano Law Firm to provide legal services to Lyon County for complex zoning, planning and community development issues.

Summary:
The Community Development Department has requested additional legal services with complex planning, land use and development issues. McDonald Carano is willing to provide these services on an as-needed basis at the rate of $315 per hour, which is a reduction from the regular rates for the services. The Community Development is moving foward with a plan to charge these fees to the developer where applicable. This will improve the services provided by the Community Development Department and the services will also improve projects in Lyon County.

Financial Department Comments:
This is anticipated to be a pass-through cost to developers.

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Approve engagement letter and authorize Chairman to sign the letter.

ATTACHMENTS

- Engagement Letter with McDonald Carano - Lyon County (Land Use Matters)

Matthew C. Addison
maddison@mcdonaldcarano.com

Reply to Reno

March 14, 2024

Via Email

Steve Rye
Lyon County District Attorney
Lyon County
31 S. Main Street
Yerington, NV 89447

srye@lyon-county.org

Re: Engagement - Lyon County

Dear Mr. Rye:

We are pleased that Lyon County ("Client") has decided to engage McDonald Carano LLP ("the Firm") to represent Lyon County with respect to the Nevada law matter(s) described below. Experience has shown the attorney client relationship works best when there is a formal, mutual understanding about fees, payment terms and the scope of services to be provided. This letter ("Agreement") constitutes the agreement relating to the services the Firm has agreed to provide.

I. Scope of Engagement.

The scope of the Firm's engagement (the "Engagement") involves representing Client in connection with land use matters, on an as-needed basis, as requested by the District Attorney, including advising Client on issues involving planning, zoning, subdivision regulations, development agreements, and other similar or related issues. The services to be provided by the Firm in connection with the Engagement will encompass those services normally and reasonably associated with this type of Engagement that the Firm is requested and able to provide and that are consistent with its ethical obligations. The scope of our Engagement does not include litigation or appeals of any kind, whether in court, in administrative hearings, or before governmental agencies or arbitration tribunals, or other types of legal work (tax, corporate transactions, estate planning, etc.). If Client requests the Firm's assistance with any other legal matters, we may request a separate engagement letter for such work. If, however, Client asks us to perform extended services on this matter or any legal work on any other matter and no separate letter is executed, the terms

and conditions set forth herein apply to all such work and remain binding on both Client and the Firm.

The Engagement also does not include assisting Client with any compliance or reporting obligations under the Corporate Transparency Act ("CTA") discussed further in the attached General Terms and Conditions, if applicable to Lyon County 's Nevada entities.

II. Personnel.

Chris Molina will be principally responsible for and actively involved in the Engagement. Additional lawyers or paralegals may be involved as needed. Whenever appropriate and consistent with the proper representation of our clients, we use less senior attorneys, paralegals, investigators, and staff members in order to minimize the impact of the hourly rates of more senior attorneys. We believe the utilization of those members of the Firm, in consultation with and under supervision of the Firm's more experienced attorneys, enables us to maintain economically and efficiently the high quality of our legal representation, while permitting us to avoid sacrificing the quality of our work for lower fees and to avoid assigning senior attorneys to tasks which can be performed proficiently by less senior attorneys, paralegals or staff members.

III. Fees and Expenses.

Mr. Molina's standard hourly rate is $450, but we are reducing it for this specific engagement, and as a courtesy to you and the County, by 30% to $315, for this calendar year only. If this engagement continues beyond 2025, Mr. Molina's hourly rate for this engagement will be discounted by 20% from standard hourly rate for 2026, and by 10% for 2027 and any subsequent years Services will be rendered at our standard hourly rates for other personnel (such as paralegals and assistants) applicable at the time services are rendered, subject to a 30% discount for 2025, a 20% discount for 2026, and 10% discount for 2027 and any subsequent years. The time charges will be for all time actually expended. In addition to charges for legal services, the Firm is entitled to payment or reimbursement for costs, disbursements and other charges incurred in performing services. The rates for our services and other charges are set forth in the attached General Terms and Conditions of Engagement. We generally review our hourly rates annually and, if appropriate, adjust them effective January 1, to reflect increases in seniority, experience, market factors and other relevant criteria. While we may estimate fees or prepare a budget to assist Clients in planning, such estimates are subject to change and are not binding unless otherwise expressly stated in writing.

To commence representation of Client in the Engagement, the Firm will not require a retainer, again as a courtesy to you and the County, but reserves the right to require a retainer in the future. Any retainer will be maintained in the Firm's client trust account as security for payment of the final invoice(s) for representation in the Engagement.

Our Firm has always operated with the intention to deliver the best possible legal services in a timely fashion and at a reasonable cost. In return, we require payment of our invoices within thirty (30) days of receipt. We request that you review the statements upon receipt to determine if you have any questions or comments about them. If you do, please contact me. If not, we will assume you are satisfied with the quality and quantity of work for which you were billed and will promptly pay our invoices.

IV. Conflict Waivers and Related Matters.

Attorneys owe duties of loyalty and of confidentiality to their clients. It is unavoidable that, from time to time, conflicts of interest develop between or among our clients, or between our clients, former clients, and prospective clients we wish to represent. In these circumstances, we are required, to disclose the conflicts to our clients, former clients and prospective clients and consult with them and to obtain the clients' or former clients' consents before we may proceed.

As we've discussed, there are a few matters which may constitute conflicts, or potential future conflicts, that I do not view as prohibitive of this representation, but please let me know immediately if you disagree at all. Please accept the following as our good faith effort to make full disclosures in this area. Mr. Molina advises the City of Fernley on a wide range of land use issues, including annexation requests, special assessment districts, and other matters that could potentially impact the County's interests. In the past, Mr. Molina has advised the City of Fernley regarding interlocal and other agreements between the City and the County. Finally, Mr. Molina advises the City on matters that may from time to time require coordination and communication with various officers and departments of Lyon County, such as the county recorder and county assessor. If this matter requires a formal conflict waiver from the County, I will accept your execution and return of this letter as such a waiver unless you expressly notify me otherwise. Thus, again, I don't believe any of these matters constitute prohibitive or actual conflicts, but please let me know if you disagree at all.

A. Waiver for "Permitted Adverse Representations."

The Firm represents a broad base of clients on a variety of matters. Absent an effective conflict waiver, conflicts of interest may arise that could adversely affect Client's ability and the ability of other clients to choose the Firm as its counsel and preclude the Firm from representing Client or other clients in pending or future matters. Given that possibility, and desiring to be fair both to Client and other clients, this letter will confirm our mutual agreement that the Firm may represent other present or future clients on matters other than those for which it had been or is then engaged by Client, whether or not on a basis adverse to Client or any affiliate, including litigation, legal or other proceedings or matters so long as such is not prohibited by law or involves claims against Client in the same litigation or proceeding as the Engagement (referred to as "Permitted Adverse Representation"). Client agrees that they will not assert the Firm's representation of Client as a basis for disqualifying the Firm from representing another party in any Permitted Adverse

Representation and agree that any Permitted Adverse Representation does not constitute a breach of duty.

B. Affiliates and Related Parties.

Unless otherwise agreed to in writing, the Firm is only representing the Client named in this Agreement and not Client's relatives, affiliates, subsidiaries, partners, joint venturers, employees, directors, officers, shareholders, members, owners, agencies, departments, or divisions. Accordingly, the Firm may be adverse to these related parties or their legal interests, unless precluded by reason of the Rules of Professional Conduct. We anticipate, however, that in the course of our representation of Client in this Engagement we may provide information or advice to Client's directors, officers or employees in their corporate capacities.

Based upon the disclosure of the names of persons and entities potentially involved in this matter, we have not discovered any conflict which requires further action before undertaking our representation. Please advise us, at or before the time you return the signed copy of this Agreement, if you know of any other individuals or entities which may be involved in this matter. In addition, please inform us at once if you learn in the future of other persons or entities who may be involved so we can make a conflict of interest search with respect to them.

V. Terminate/Withdrawal/Completion.

Client may discharge the Firm at any time. The Firm may withdraw from its representation of Client at any time, including on its breach of this Agreement, its failure to cooperate with the Firm or provide the necessary information, its failure to timely pay legal fees, costs and other charges payable under this Agreement, or its failure to follow the Firm's advice on a material matter or any fact or circumstance that would render the Firm's continuing representation unlawful, unethical, or otherwise impair our ability to represent Client. The Firm may also withdraw for any reason permitted by the Nevada Rules of Professional Conduct.

Upon completion of the Engagement, the Firm will provide Client a letter confirming our mutual understanding that the Firm's services in this matter have been concluded together with either copies or originals, at Client's option, of the documents, and instruments prepared.

VI. Other Terms.

The general terms and conditions of our representation are set forth in the attached schedule of General Terms and Conditions of Engagement, which are incorporated into this Agreement by reference. If this Agreement is satisfactory, please confirm your agreement to its terms and attached schedule by signing this Agreement and returning it to us. If this Agreement does not accurately reflect your understanding of the terms of our agreement, please call me promptly so that we may discuss it further.

We recognize that you have the opportunity to obtain services from other firms, and very much appreciate that you have chosen our Firm. We will endeavor to represent you promptly and efficiently and look forward to the opportunity of working with you.

Sincerley,

McDONALD CARANO LLP

Matthew C. Addison

MCA:JCM

CLIENT'S AGREEMENT TO
TERMS AND CONDITIONS OF REPRESENTATION

I hereby acknowledge that I have had an adequate opportunity to review and understand the above **Agreement and accompanying schedule of terms and conditions**, and that I am duly authorized by Lyon County, to bind it and execute this Agreement on its behalf. I further acknowledge that I have had the opportunity to consult with counsel of my own choosing prior to executing it. Therefore, on behalf of Client, I agree to be legally bound by the terms, limitations, and conditions, including without limitation the conflict waivers and dispute resolution procedures, set forth therein.

Date: _____

Lyon County

By: _____

Name: _____

Its: _____

GENERAL TERMS AND CONDITIONS OF ENGAGEMENT

1. Engagement - Lyon County.

2. Hourly Rates For Personnel. Standard rates effective as of January 1, 2025.[1]

Of Counsel, Chris Molina – $450.00 per hour

Others:

Partners	$400 to $800 per hour
Of Counsel	$450 to $750 per hour
Associates	$350 to $500 per hour
Law Clerks	$185 per hour
Paralegals	$130 to $250 per hour
IT Professionals	$160 per hour

3. Billing Increments. We charge for our time in minimum units of 6 minutes.

4. Costs and Expenses. We reserve the right to charge for costs and expenses that the Firm may advance or incur on behalf of Client, which may include, but is not limited to: copying charges, electronic research (i.e. Westlaw), deposition transcripts and hearing transcripts, mileage for courier services, travel expense, expert witnesses, and any other expenses incurred in connection with the Engagement. Clerical staff overtime necessary for extraordinary matters will be charged at 1.5 times the base hourly rate.

5. Billing Statements; Carrying Charges. Billing statements will normally be rendered to Client on a monthly basis. Fees will generally be billed within thirty (30) days following the month in which the services are rendered, and disbursements and other charges will generally be billed within thirty (30) to sixty (60) days after they are incurred by us. Payment is due upon Client's receipt of our statement and is not contingent upon the outcome or completion of a matter for which the firm has been engaged. The Firm does not extend credit to clients. If fees are not paid promptly (within 30 days of the date of invoice), a carrying charge of 1.5% per month (subject to adjustment from time to time as indicated in our billing statements) will be assessed on the unpaid balance of the statement from the date of invoice. Payments will be accepted by cash, check, money order, bank draft, wire transfer and credit card.

[1] These rates are subject to the percentage discounts described in page 2. All fees charged pursuant to this Agreement will be reduced in accordance with such percentage discounts based upon the standard rates in effect at the time the work is performed.

6. IOLTA Participation. The Firm will maintain and safeguard a trust account from which any interest earnings are forwarded to the IOLTA program run by the Nevada Law Foundation. Any interest earned on your trust fund balance will be forwarded to the program.

7. Rates Subject to Change. The rates on this schedule are subject to change. We usually review the Firm's rates on an annual basis and may adjust the rates effective in January. If Client declines to pay any increased rates, we reserve the right to withdraw. The rates on this schedule are subject to change on thirty (30) days written notice.

8. No Guarantees. We must emphasize that it is impossible to provide any promise or guarantee about the outcome of your representation. Nothing in this Agreement or any statements by our staff or attorneys constitutes a promise or guarantee. Any comments about the outcome of your matter are expressions of opinion only.

9. Communication. During the course of our representation, we will endeavor to keep Client fully advised as to the status and progress of this matter and our recommendations as to an appropriate course of action in view of the facts, circumstances and issues involved. We will send copies of all material documents generated in connection with our representation, and I ask that you call the Firm, at any time, should you wish to discuss the matter, our invoices or bills, or any other aspect of this representation. If, for some reason, I am not available, another attorney in this office will generally be available and familiar with the matter sufficiently to consult with Client as desired. Client agrees that all means of communication are, to some degree, susceptible to misdirection, delay or interception, and email, facsimile transmissions and cellular telephone communications present special risks of inadvertent disclosure. However, in order to maximize speed, efficiency, and convenience of these methods of communication in this matter, Client consents to our use of email, cellular phones, and facsimile transmissions communications in representing Client in this matter.

10. Disputes. This Agreement and any disputes arising hereunder, including but not limited to disputes about the fees and costs invoiced to Client, are governed by Nevada law. By entering into this Agreement, unless otherwise agreed in writing by Client and Firm or unless otherwise decided by a Nevada court of competent jurisdiction on a motion for the award of fees, Client and Firm agree that any dispute about the amount or payment of legal fees or costs in this Engagement shall be submitted for final and binding arbitration before the State Bar of Nevada's Fee Dispute Arbitration Program ("Bar Arbitration"). Such Bar Arbitration shall determine only the issue of the amount of fees and charges properly chargeable to and payable by Client.

Other than fee disputes, Client and Firm further agree that any dispute arising hereunder or in any way relating to the Engagement, including alleged professional malpractice, errors or omissions, breach of contract, breach of fiduciary duty, fraud or violation of any statute shall be submitted for mediation and, if unsuccessful, final and binding arbitration through JAMS Mediation, Arbitration and ADR Services in Reno or Las Vegas, Nevada.

11. Records and File Retention. All records and files will be retained and disposed of in compliance with our policy in effect from time to time. Subject to future changes, it is our current policy not to retain records for more than seven (7) years from the date the matter is closed. Upon prior written request, we will return records to Client prior to destruction. As it is not administratively feasible to advise Client of record disposal, we recommend that you maintain your own files for reference. If you have any questions concerning record retention, please contact us.

12. Client Responsibilities. Client agrees to cooperate with us, to keep us informed of all developments material to the Engagement (especially communication to or from other legal counsel, material undertakings, and agreements), to communicate and disclose fully all relevant matters relating to our Engagement, to abide by this agreement, and to advise the firm concerning any disputed fee or cost charged in this matter. Our firm will rely upon materials and matters provided and communicated to us by Client, its agents, and other representatives, as well as your representations to us that arise during the course of our representation of Client in this matter. The firm undertakes no obligation or duty of independent inquiry to confirm or verify such representations and matters. It is extremely important that Client provide us with complete and accurate information on a timely basis since our representation, analysis and advice to Client will be based upon such information, and could change if factual circumstances are different.

13. Termination. Client has a right at any time to terminate our services and representation upon written notice to the Firm, and we may also terminate our services upon written notice at any time for any reason. Client remains liable for all unpaid charges for services provided and expenses advanced or incurred prior to the date of termination or withdrawal. If Client does not meet its obligation of timely payments or deposits under this engagement letter, we reserve the right to suspend services and/or withdraw from representation on that basis alone, subject to any required judicial, administrative, or other approvals. In the event of termination, Client agrees to take all steps necessary to free us of any obligation to perform further, including the execution of any documents (including forms for substitution of counsel) necessary to complete our withdrawal. In addition, our representation will end at the earliest of (a) Client's termination of our representation; (b) our withdrawal or termination; or (c) unless we are engaged to represent Client in other matters, upon substantial completion of our work on the Engagement whether or not we send Client a letter to confirm the termination of our representation. Unless subsequently re-engaged, we undertake no further responsibility to advise Client concerning developments which may impact your matter and the legal representation we provided to Client. From time to time, we may provide Client general topical information concerning recent legal developments as a courtesy. These communications do not create an attorney client relationship nor should it be construed as legal advice or an opinion on specific situations. If Client does not wish to receive future law updates and alerts, please contact the Firm asking to be removed from the mailing list.

14. MERITAS. Our firm is a member of MERITAS ("Meritas") which is a network of over 185 independent commercial law firms located in major cities throughout the world. Meritas members are not engaged in the joint practice of law and do not share fees among themselves. Membership in Meritas gives us, and our clients, access to legal resources in other jurisdictions so that our

clients' need for legal services can be managed virtually anywhere our clients conduct business. We will only utilize the services of another Meritas firm in this matter with Client's express knowledge and consent. Further information about Meritas can be obtained at the organization's website at www.meritas.org.

15. Governmental Affairs. In addition to the services already set forth in this engagement letter, the Firm may need to utilize the expertise of our Governmental Affairs Team to advance the objectives of Client's engagement with the Firm. Be advised that prior to requesting assistance from the Governmental Affairs Team, Client will be counseled as to why this is necessary and/or advisable and be given an opportunity to elect their services. The fee for the members of our Governmental Affairs Team are in addition to fees for legal services.

16. Electronic Discovery Services. Lawsuits today involve the production of all available electronic information relating to the subject matter of the lawsuit, including documents, emails, text messages, photographs and other digital materials, commonly referred to as Electronically Stored Information ("ESI"), stored on servers, desktop computers, laptop computers, tablets and smart phones. Both Client and the opposing party will be required to produce all ESI as part of the discovery process. The production of ESI involves the collection, processing, review, analysis and production of all ESI relevant to the litigation, which can amount to thousands of documents. Many third-party vendors provide ediscovery services to law firms and their clients. The Firm also provides ediscovery services to its clients through our ediscovery section, within our IT Department. Whether provided by the Firm or an outside provider, the Firm utilizes ediscovery technology for technology-assisted review, keyword searching, deduplication and email threading to locate responsive and privileged documents in a more cost efficient and accelerated manner. Handling ediscovery through the Firm can result in substantial savings to Client. The fees charged by the Firm are set forth on the term sheet attached hereto as Exhibit "A." If and when it becomes necessary to utilize ediscovery services, the responsible Firm attorney handling your case will discuss this with you. If Client elects to use the Firm, a separate service agreement will be required to be executed by Client with the Firm to define the scope of the services and the cost of such services. In addition to the attorney's fees charged by the Firm, Client will be responsible for all costs and expenses relating to ediscovery, whether provided by the Firm or an outside provider.

17. Corporate Transparency Act. The Engagement does not include any legal or other services related to the Corporate Transparency Act ("CTA"), which went into effect as of January 1, 2024. The CTA may require an entity to file reports with the Department of Treasury's Financial Crimes Enforcement Network ("FinCEN"). Some exemptions are available. Assisting you with your compliance and reporting obligations under the CTA, including determining your beneficial owners and reviewing, preparing and filing a Beneficial Ownership Information Report, is not within the scope of the Engagement. Client has sole responsibility for compliance with the CTA, if applicable, including the collection of relevant ownership information, preparing and filing an initial Beneficial Ownership Information Report with FinCEN, and any subsequent required filings. The Firm shall have no liability resulting from Client's failure to comply with the CTA. Information regarding the Beneficial Ownership Information Report requirements can be found at

fincen.gov/boi. For additional information on the CTA, we invite you to visit: Corporate Transparency Act: New Law and New Requirements | McDonald Carano.

18. Miscellaneous. This Agreement is governed by Nevada law and sets forth our entire agreement for rendering professional services. It can be amended or modified only in writing. Each party signing this Agreement is jointly and severally responsible for all obligations due us and represents that each has full authority to execute this Agreement so that it is binding. This Agreement may be signed in one or more counterparts and binds each party signing it whether or not any other proposed signatory ever executes it. If any provision of this Agreement or the application thereof is held invalid or unenforceable, the invalidity or unenforceability shall not affect other provisions or applications of this Agreement which can be given effect without such provisions or application, and to this end the provisions of this Agreement are declared to be severable. We are not advising Client with respect to this Agreement because we would have a conflict of interest in doing so. If Client wishes advice, Client should consult independent counsel of Client's choice.

WIRE INSTRUCTIONS:

Nevada State Bank
1 West Liberty Street
Reno, Nevada 89502

BA Routing Number – 122400779
Swift Code No. ZFNBUS55

McDonald Carano LLP
Trust Account Number – 54201-7994

Exhibit A
Schedule of Westlaw Legal Research and Ediscovery Costs

Westlaw Legal Research	Unit	Price
Westlaw Legal Search	Per search	$55
Public Records Search	Per search	$17

Other less common types of legal research performed in Westlaw, such as Basic Content, Secondary Law, Litigation Materials, and Premium Content, will be charged on a per-document basis at an 80% discount off Westlaw's listed rates.

Ediscovery		
Processing		
ESI (Electronically Stored Information) Processing (includes OCR, email threading, multimedia transcription, PDF generation, deduplication, and analytics)	Per GB	Included
Storage		
Monthly hosting (for cases under 5 GB)	Flat fee per month	$125
Monthly hosting (for cases from 5–99 GB)	Per GB per month	$25
Monthly hosting (for cases from 100–999 GB)	Per GB per month	$23
Monthly hosting (for cases larger than 1000 GB)	Per GB per month	$20
Early Case Assessment (ECA) hosting*	Per GB per month	$10
Productions		
TIFF, PDF or native export (includes redactions and endorsements)	Per GB	Included
Optical media, flash drives, secure transfer	Per item	$0
External hard drive (for productions larger than 32 GB)	Per item	$75
Technician Time		
Litigation technical support	Per hour	$225

*ECA data can be used for large datasets to allow for reviewing and culling of ESI data at an affordable rate. Likely responsive documents that need to be coded, redacted, or produced will need to be promoted to "Monthly hosting" rates.

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: May 1, 2025

Agenda Item Number:
12.c

Subject:
For Possible Action: Approve Settlement Agreement and Release of All Claims made by and among Christopher K. Miller, Lyon County Sheriff Employee Association and Lyon County.

Summary:

Financial Department Comments:
This settlement amount would be paid out the insurance line item in the General Fund.

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Approve Settlement Agreement and Release of All Claims

ATTACHMENTS

-

Item 12c

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims ("*Agreement*") is made by and among CHRISTOPHER K. MILLER ("*EMPLOYEE*"), LYON COUNTY SHERIFF'S EMPLOYEE ASSOCIATION ("*ASSOCIATION*") and LYON COUNTY ("*EMPLOYER*") (each party individually a "*Party*" and collectively referred to as the "*Parties*").

RECITALS

A. EMPLOYEE was employed by EMPLOYER as a sworn law enforcement officer for the Lyon County Sheriff's Office ("*LCSO*"), most recently as a sergeant.

B. EMPLOYEE was the subject of Internal Investigation ("*IA*") [redacted] regarding allegations of [redacted].

C. EMPLOYEE was also the subject of IA [redacted] regarding allegations [redacted].

D. On May 3, 2024, EMPLOYER, through the LCSO Sheriff, terminated EMPLOYEE based on the allegations in IA [redacted] and IA [redacted].

E. EMPLOYEE, through the ASSOCIATION, timely requested arbitration and contended that there was no just cause to terminate EMPLOYEE.

F. On April 22, 2025, EMPLOYEE and EMPLOYER commenced the arbitration before the assigned Arbitrator, Paul Roose.

G. During a break in the arbitration, the Arbitrator facilitated the Parties into engaging in settlement negotiations and reaching terms of a settlement agreement, which were placed on the record during the arbitration.

H. The Parties are memorializing the terms of the settlement agreement reached during the arbitration and have mutually determined with the advice of counsel and/or their representative that it is in the best interest of all Parties to settle this matter pursuant to the terms herein.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated herein, and the mutual covenants and conditions set forth herein, and other good and valuable consideration, it is agreed by and among the Parties as follows:

1. In lieu of EMPLOYEE's termination of employment based on the allegations contained in IA [redacted], the Parties agree that EMPLOYEE shall resign from his employment with EMPLOYER, retroactively effective to May 3, 2024.

2. EMPLOYER shall purge all documents contained in IA [redacted], which are currently in securely locked custody of the LCSO, and EMPLOYER shall further remove all documents which reference IA [redacted] from EMPLOYEE's personnel file.

3. EMPLOYER shall pay EMPLOYEE a lump sum of ten thousand dollars ($10,000.00) within ten (10) business days of the approval of this Agreement by the Board of County Commissioners of Lyon County ("*BOCC*") under Section 6 below. EMPLOYEE shall be solely responsible for any tax consequences of such payment.

4. EMPLOYEE agrees that he shall never accept any employment which requires him to act as a sworn law enforcement officer within the boundaries of Lyon County (including but not limited to employment by the Townships of Fernley and Dayton and the City of Yerington) at any time after full execution of this Agreement.

5. EMPLOYEE waives or relinquishes any and all equitable, legal, and administrative rights and/or causes of action he may have against the EMPLOYER and any of its employees, agents, independent contractors, or any other entities that may have arisen during EMPLOYEE's employment with EMPLOYER with the exception of unemployment compensation and workers' compensation pursuant to NRS 612.700 and NRS 616B.609, respectively. This Agreement is entered into as the resolution of all claims among the Parties. EMPLOYEE hereby releases, discharges, and waives any right and any other claim or entitlement related in any way to his employment with EMPLOYER, which EMPLOYEE may have against EMPLOYER, its employees and agents not specifically referred to in this Agreement, whether known or unknown. This release is full and complete and EMPLOYEE's signature on this Agreement constitutes a full waiver, release, and relinquishment of any and all claims, rights, or entitlements arising out of the facts and incidents which led to this Agreement.

6. This Agreement is subject to, and contingent upon, the express approval by the BOCC in an open session. This Agreement shall be null and void in the event the BOCC fails to vote to approve the Agreement. Under such circumstances, the Parties shall re-engage Paul Roose to serve as arbitrator to the disputes over the termination of EMPLOYEE's employment.

7. In the event of a breach of this Agreement, the prevailing Party, as determined by a Court, in any action to enforce the terms of this Agreement is entitled to reasonable attorney's fees and costs of suit. Any action to enforce the terms of this Agreement will be filed in the Third Judicial District Court in Lyon County, Nevada. This Agreement shall be construed in accordance with and governed by the laws of the State of Nevada. This Agreement will be construed as if all Parties jointly drafted all terms, conditions and language used herein.

8. The Parties expressly deny any liability or wrongdoing, and this Agreement is not to be deemed or construed as an admission of any liability or wrongdoing; a concession regarding any legal or factual argument related to the personnel actions described herein; a violation of any federal, state or local law, regulation, order or other requirement of law; breach of contract, actual or implied; commission of any tort; or any other civil wrong on the part of either Party.

9. This Agreement is freely and voluntarily executed by the Parties. The Parties further represent that this Agreement is not executed under duress.

10. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original. Facsimile and scanned signatures shall be acceptable.

11. If any provision contained in this Agreement is held to be unenforceable by a court of competent jurisdiction, this Agreement shall be construed as if such provision did not exist, and the non-enforceability of any such provision shall not be held to render any other provision(s) of this Agreement unenforceable so long as the Parties' intent can be fulfilled under the remaining enforceable provisions.

12. EMPLOYEE warrants he has not assigned or transferred any claim or part or portion of any claim released herein. EMPLOYEE further warrants that if such assignment or transfer has occurred, he will indemnify and hold EMPLOYER harmless from and against any claims based on or arising out of any such assignment or transfer purported or claimed.

13. EMPLOYEE acknowledges and understands that he may hereafter discover claims or facts in addition to or different from those which he now knows or believes to exist with respect to the subject matter of this Agreement and which if known or suspected at the time of execution, may have materially affected this Agreement. Nevertheless, absent a showing of fraud by EMPLOYER in withholding or otherwise suppressing such facts or information, EMPLOYEE hereby waives any right, claim or cause of action that might arise against EMPLOYER as a result of such different or additional claims or facts. EMPLOYEE acknowledges that he understands the significance and consequence of his release and specific waiver of all known and unknown claims.

14. The terms of this Agreement are contractual and not mere recitals. The terms of this Agreement shall be binding on all Parties and/or their authorized representatives, whose signatures hereon shall constitute acceptance of the terms herein.

15. The Parties hereto, and each of them, represent and declare that, in executing this Agreement, they rely solely upon their own judgment, belief and knowledge, and the advice and recommendations of their own independently selected legal counsel, if any, concerning the nature, extent and duration of their rights and claims, and that they have not been influenced to any extent whatsoever in executing the same by any of the Parties hereto or by any person representing them.

16. The Parties agree that this Agreement shall be construed in accordance with the laws of the State of Nevada and shall be interpreted as if drafted by all Parties.

17. This Agreement is based upon the unique circumstances and mitigating factors involved in this matter and shall not be considered in any proceeding by any other employee of EMPLOYER in any legal or administrative action for any purpose whatsoever.

18. EMPLOYEE agrees to hold EMPLOYER, the ASSOCIATION and their agents and employees harmless from any action which may result from the implementation of this Agreement.

19. The Parties acknowledge that the Internal Investigations referenced herein are confidential and are not public records open to inspection by the public. However, the Parties acknowledge that a *redacted* version of this Agreement which omits any reference to the Internal Investigation number and the substance of the allegations contained therein shall be public record.

20. The effective date of this Agreement shall be the last date any Party hereto executes this Agreement. Any person(s) signing this Agreement in a representative capacity acknowledge(s) and warrant(s) full authority to do so.

IN WITNESS WHEREOF, the Parties, and each of them, further represent and declare that they have carefully read this Agreement and know the contents of the same, and that they sign the same freely and voluntarily.

EMPLOYER

By_____
Brad Pope, Lyon County Sheriff

Date: _____

By_____
Scott Keller, Chairman of the
Board of County Commissioners
of Lyon County

Date: _____

EMPLOYEE

_____
Christopher F. Miller

Date:_____

ASSOCIATION

By_____
Matthew Galvin, President
Lyon County Sheriff's Employment
Association

Date:_____

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: May 1, 2025

Agenda Item Number:
13.a

Subject:
For Possible Action: Approve plans for employee health, dental, vision, and life insurance coverage effective July 1, 2025, and authorize the Human Resources Director to sign associated contracts.

Summary:
The proposed premiums for health, dental, vision, and life insurance coverage are attached. Health insurance premiums reflect an increase of 5.0%.

Dental, vision, and life insurance rates will have no increase in premiums.

Financial Department Comments:
This has been included in the tentative budget for fiscal year 2025-2026.

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Approve plans for employee health, dental, vision, and life insurance coverage effective July 1, 2025, and authorize the Human Resources Director to sign associated contracts.

ATTACHMENTS
- Presentation
- Health Insurance Rate Calculation Sheet

2025 – 2026

Renewals

	Insurance Carrier Name	Coverage
Current carrier	CIGNA	Medical
Current carrier	Guardian	Dental, Life
Current carrier	Vision Service Plan (VSP)	Vision

MEDICAL
2025 - 2026

		CIGNA CURENT	CIGNA RENEWAL Initial	CIGNA Option Negotiated - no bid or changes	CIGNA Option 2	CIGNA Option 3
Buy Up						
		PPO 750 ded			**PPO 1,750**	**PPO 3,750**
Employee Only	199	$979.59	$1,100.54	$1,028.57	$ 1,005.13	$ 977.92
Employee + Spouse	22	$1,781.93	$2,001.95	$1,871.03	$ 1,828.39	$ 1,778.90
Employee + Child(ren)	69	$1,564.41	$1,757.56	$1,642.63	$ 1,605.20	$ 1,561.75
Employee + Family	11	$2,495.07	$2,803.13	$2,619.81	$ 2,560.12	$ 2,490.83
Monthly by plan	**301**	**$369,530.93**	**$415,156.43**	**$388,007.47**	**$379,165.57**	**$368,902.73**
Annual by plan		**$4,434,371.16**	**$4,981,877.16**	**$4,656,089.64**	**$4,549,986.84**	**$4,426,832.73**
			12.35%	**5.00%**	**2.61%**	**-0.17%**
Base						
		PPO - 2500			**PPO 3,500**	**PPO 5,500**
Employee Only	3	$830.68	$933.25	$872.21	$ 852.33	$ 829.27
Employee + Spouse	11	$1,510.97	$1,697.53	$1,586.51	$ 1,550.37	$ 1,508.40
Employee + Child(ren)	37	$1,326.57	$1,490.37	$1,392.89	$ 1,361.16	$ 1,324.31
Employee + Family	26	$2,115.67	$2,376.90	$2,221.45	$ 2,170.83	$ 2,112.07
Monthly by plan	**77**	**$123,203.22**	**$138,415.67**	**$129,362.87**	**$126,415.56**	**$122,993.77**
Annual by plan		**$1,478,438.64**	**$1,660,988.04**	**$1,552,354.44**	**$1,516,986.72**	**$1,475,925.29**
			12.35%	**5.00%**	**2.61%**	**-0.17%**

Monthly total	**$492,734.15**	**$553,572.10**	**$517,370.34**	**$505,581.13**	**$491,896.50**
Annual total	**$5,912,809.80**	**$6,642,865.20**	**$6,208,444.08**	**$6,066,973.56**	**$5,902,758.02**
$ Difference from current		**$730,055.40**	**$295,634.28**	**$154,163.76**	**-$10,051.78**
% Difference from current		**12.35%**	**5.00%**	**2.61%**	**-0.17%**

NOTE: This exhibit is for illustrative purposes only and is not a guarantee of rates. For more accurate and complete rates and benefits see carriers proposals and contracts. Rates are subject to final approval and underwriting by the carrier and could vary from these rates based upon final carrier approval. The information presented on this page is a brief summary of benefits only and may not have complete accurate details. Please refer to the carriers full Summary of Benefits for

DENTAL
2025 - 2026

		Guardian CURRENT 2024 -2025	Guardian RENEWAL 2025 - 2026
Employee Only	202	$40.36	$40.36
Employee + Spouse	33	$81.46	$81.46
Employee + Child(ren)	106	$75.88	$75.88
Employee + Family	37	$123.56	$123.56
Total	**378**	**$23,455.90**	**$23,455.90**
Total Monthly Premium		**$23,456**	**$23,456**
Total Annual Premium	**378**	**$281,470.80**	**$281,470.80**
$ Difference From current			**$0**
% Difference From current			**0.00%**

NOTE: This exhibit is for illustrative purposes only and is not a guarantee of rates. For more accurate and complete rates and benefits see carriers proposals and contracts. Rates are subject to final approval and underwriting by the carrier and could vary from these rates based upon final carrier approval. The information presented on this page is a brief summary of benefits only and may not have complete accurate details. Please refer to the carriers full Summary of Benefits for complete details. Carrier documents govern.

VISION
2025 - 2026

		VSP CURRENT 2024 - 2025	VSP RENEWAL 2025 - 2026
Employee Only	202	$5.88	$5.88
Employee + Spouse	33	$9.42	$9.42
Employee + Child(ren)	106	$9.62	$9.62
Employee + Family	37	$15.50	$15.50
Total	**378**	**$3,091.84**	**$3,091.84**
Total Monthly Premium		**$3,092**	**$3,092**
Total Annual Premium	**378**	**$37,102.08**	**$37,102.08**
$ Diference from current			**$0**
% Diference from current			**0%**

NOTE: This exhibit is for illustrative purposes only and is not a guarantee of rates. For more accurate and complete rates and benefits see carriers proposals and contracts. Rates are subject to final approval and underwriting by the carrier and could vary from these rates based upon final carrier approval. The information presented on this page is a brief summary of benefits only and may not have complete accurate details. Please refer to the carriers full Summary of Benefits for complete details. Carrier documents govern.

BASIC LIFE
2025 - 2026

	Guardian CURRENT 2024 - 2025	Guardian RENEWAL 2025 - 2026
ELIGIBLE EMPLOYEES		
BENEFIT		
Non Law Enforcement	$10,000	$10,000
Law Enforcement	$50,000	$50,000
AD&D	Yes	Yes
Spouse and Child	$10,000	$10,000
MONTHLY RATES		
Dep. Life	$1.75	$1.75
- LIFE (PER $1,000)	$0.24	$0.24
- AD&D (PER $1,000)	$0.02	$0.02
- TOTAL EE RATE (PER $1,000)	$0.26	$0.26
Approx. EE - Non Law Enrocement	258	258
Approx. EE - Law Enforcement	63	63
VOLUME		
- LIFE/AD&D - Number of EEs	$6,840,000	$6,840,000
Estimate Monthly Premium	**$1,778**	**$1,778**
Estimate Annuyal Premium	**$21,340.80**	**$21,340.80**
$ change from current estimate		**$0**
% change from current estimate		**0%**

NOTE: This exhibit is for illustrative purposes only and is not a guarantee of rates. For more accurate and complete rates and benefits see carriers proposals and contracts. Rates are subject to final approval and underwriting by the carrier and could vary from these rates based upon final carrier approval. The information presented on this page is a brief summary of benefits only and may not have complete accurate details. Please refer to the carriers full Summary of Benefits for complete details. Carrier documents govern.

Renewals Summary
Medical, Dental, Vision, Basic Life / Voluntary
and Voluntary Disability
2025 - 2026

- No changes to benefits.
  - With exception of statutory required changes or formulary updates and
  - Adding adult orthodontia coverage w no rate impact

- Medical increase 5%
- Dental increase 0%
- Life increase 0%
- Vision increase 0%
- Increased wellness programs CIGNA
- Increased access to wellness

Maintained again this year from last year:

- Dependent County contribution of 50% for medical, dental, life.
- Last year - Included Juvenile Probation Officers, Bailiffs with Class 4 to get same basic life and disability benefits.

7/1/2025 - 6/30/2026 Benefit Rates
Lyon County

	CIGNA					
	ER Cost Month	PPO $750 EE/PP*	PPO $750 EE/Month	ER Cost Month	PPO $2,500 EE/PP*	PPO $2,500 EE/Month
Employee Only	$ 1,028.57	$ -	$ -	$ 872.21	$ -	$ -
Employee + Spouse	$ 1,449.81	$ 210.61	$ 421.22	$ 1,449.81	$ 68.35	$ 136.70
Employee + Child(ren)	$ 1,335.61	$ 153.51	$ 307.02	$ 1,335.61	$ 28.64	$ 57.28
Employee + Family	$ 1,824.19	$ 397.81	$ 795.62	$ 1,824.19	$ 198.63	$ 397.26

	Dental (Guardian)			Vision (VSP)		
	ER/Month	EE/PP*	EE/Month	ER/Month	EE/PP*	EE/Month
Employee Only	$ 40.36	$ -	$ -	$ 5.88	$ -	$ -
Employee + Spouse	$ 40.36	$ 20.55	$ 41.10	$ 5.88	$ 1.77	$ 3.54
Employee + Child(ren)	$ 40.36	$ 17.76	$ 35.52	$ 5.88	$ 1.87	$ 3.74
Employee + Family	$ 40.36	$ 41.60	$ 83.20	$ 5.88	$ 5.01	$ 10.02

	Basic Life Insurance Non-Sworn (EE benefit $10,000)		Basic Life Insurance Sworn (EE benefit $50,000)	
	ER/Month	EE/Month	ER/Month	EE/Month
Employee Only	$ 2.60	$ -	$ 13.00	$ -
Voluntary Employee		banded		banded
Family (10,000/vol)		$ 1.75		$ 1.75

*First and second paydays each month. For Medical County pays 100% employee coverage plus 50% spouse/dependent.
For Dental, Vision County pays 100% of employee only and 0% for spouse/dependent coverage.
*Employee deductions are taken the first two pay periods (PP) of each month. Employee deductions are pretax.

FY25/26 OPEN ENROLLMENT

Benefits Effective July 1, 2025

MANDATORY! Starting May 5 th – May 16th:
ALL employees are required to complete electronic Benefit Enrollment through Munis ESS.

YOUR ACTION REQUIRED

INSTRUCTIONS:

1. Log on to **Munis ESS**. Select "**Benefits**" and then "**Open Enrollment**" to select your new plans for FY25/26. Refer to instructions "Open Enrollment Munis ESS Instructions."
2. To sign up for other *voluntary* benefits such as 457 Deferred Compensation, Flex Spending, additional Life insurance and third-party insurance, please contact HR via email HRManager@lyon-county.org (775) 463-6510.
3. Open Enrollment Support:
   By phone: (775) 827-5550
   By Email: MyBenHelp@benefit-intelligence.com
4. PPO Plan Summary and other benefit resources are available within Munis ESS under "Resources" (top right hand of webpage)

OPEN ENROLLMENT DATES:
BEGINS—May 5
ENDS — May 16

PROVIDERS	BENEFIT
CIGNA	Health and Medical Coverage
Guardian	Dental, & Life insurance
Vision Service Plan	Vision Services
Pool/Pact	EAP—Employee Assistant Program
Infinisource	Flex Spending
Voya	Nevada Deferred Compensation 457

Open Enrollment
May 5th -
May 16th

Open Enrollment
Dedicated Support

myBenHelp

Complete Benefits Assistance

Call, click or fax for confidential service

Open Enrollment Support

Dedicated phone/fax; (775) 827-5550

Email: MyBenHelp@benefit-intelligence.com

7/1/2025 - 6/30/2026 Benefit Rates
Lyon County

	CIGNA				CIGNA		
	ER Cost Month	PPO $750 EE/PP*	PPO $750 EE/Month		ER Cost Month	PPO $2,500 EE/PP*	PPO $2,500 EE/Month
Employee Only	$ 1,028.57	$ -	$ -		$ 872.21	$ -	$ -
Employee + Spouse	$ 1,449.81	$ 210.61	$ 421.22		$ 1,449.81	$ 68.35	$ 136.70
Employee + Child(ren)	$ 1,335.61	$ 153.51	$ 307.02		$ 1,335.61	$ 28.64	$ 57.28
Employee + Family	$ 1,824.19	$ 397.81	$ 795.62		$ 1,824.19	$ 198.63	$ 397.26

	Dental (Guardian)			Vision (VSP)		
	ER/Month	EE/PP*	EE/Month	ER/Month	EE/PP*	EE/Month
Employee Only	$ 40.36	$ -	$ -	$ 5.88	$ -	$ -
Employee + Spouse	$ 40.36	$ 20.55	$ 41.10	$ 5.88	$ 1.77	$ 3.54
Employee + Child(ren)	$ 40.36	$ 17.76	$ 35.52	$ 5.88	$ 1.87	$ 3.74
Employee + Family	$ 40.36	$ 41.60	$ 83.20	$ 5.88	$ 5.01	$ 10.02

	Basic Life Insurance Non-Sworn (EE benefit $10,000)		Basic Life Insurance Sworn (EE benefit $50,000)	
	ER/Month	EE/Month	ER/Month	EE/Month
Employee Only	$ 2.60	$ -	$ 13.00	$ -
Voluntary Employee		banded		banded
Family (10,000/vol)		$ 1.75		$ 1.75

*First and second paydays each month. For Medical County pays 100% employee coverage plus 50% spouse/dependent.
For Dental, Vision County pays 100% of employee only and 0% for spouse/dependent coverage.
*Employee deductions are taken the first two pay periods (PP) of each month. Employee deductions are pretax.

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: May 1, 2025

Agenda Item Number:
14.a

Subject:
For Possible Action: Approve a contract with the Nevada Secretary of State through June 30, 2026 to support costs and required services to procure a voter Registration database and Election Management System.

Summary:
This is an agreement for voting hardware, software, and data usage for Fiscal Year 2026. The Secretary of State (SOS) will purchase voting hardware and split the cost with Lyon County of the KNOWiNK software and maintenance and licensing fees.

Financial Department Comments:
This has been budgeted.

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Approve a contract with the Nevada Secretary of State through June 30, 2026 to support costs and required services to procure a voter Registration database and Election Management System.

ATTACHMENTS
- SOS Interlocal Agreement

CETS #:	
Agency Reference #:	

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

Public Entity #1:	**Secretary of State**
Address:	**101 N Carson Street, Suite 3**
City, State, Zip Code:	**Carson City, NV 89701**
Contact:	**Mark Wlaschin, Deputy Secretary of State for Elections**
Phone:	**(775) 684-5720**
Fax:	**(775) 684-5718**
Email:	**mwlaschin@sos.nv.gov**

Public Entity #2:	**Lyon County Clerk**
Address:	**27 South Main Street**
City, State, Zip Code:	**Yerington, Nevada 89447**
Contact:	**Staci Lindberg**
Phone:	**(775) 463-6501**
Fax:	**(775) 463-5305**
Email:	**slindberg@lyon-county.org**

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada.

WHEREAS, the passage of Assembly Bill 422 during the 2021 Legislative Session directed the Secretary of State to establish and maintain a centralized, top-down database that collects and stores information relating to voter preregistration and registration from all counties and the Office of the Nevada Secretary of State ("SOS") has determined that such services support the integrity of elections in this State and has thus procured such a Voter Registration database, Election Management System, and associated equipment from KNOWiNK to be deployed at Lyon County ("County"), subject to the terms and conditions set forth in a written contract between SOS and KNOWiNK, and

WHEREAS, the SOS and County wish to enter into this contract to further set forth the duties and obligations of the parties.

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

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

CETS #:	
Agency Reference #:	

2. **DEFINITIONS.**

TERM	DEFINITION
State	The State of Nevada and any State agency identified herein, its officers, employees and immune contractors.
Contracting Entity	The public entities identified above.
Fiscal Year	The period beginning July 1st and ending June 30th of the following year.
Contract	Unless the context otherwise requires, 'Contract' means this document titled Interlocal Contract Between Public Agencies and all Attachments or Incorporated Documents.
Voter Registration Database	An electronic storage system developed and administered by the SOS that contains the official voter registration record for every voter in the state.
Election Management System	Software application used to configure, program, and report election results from voting system components, including the ballot definition and the election reporting subsystem. The election management system will provide utilities for election administration tasks.
Electronic Rosters	Electronic voter check-in and verification equipment.
Statewide Voter Registration list	A computerized statewide voter registration list is a single, uniform, centralized, interactive computerized voter registration list that is technically and functionally able to perform task within a state for all.
Change Order	A form of agreement or transaction document amending services and/or system.
Enhancements	Improvements to or additional components of the services or that add functionality.

3. **COUNTY RESPONSIBILITIES.**

The County hereby agrees that it will undertake the following:

A. The County shall be responsible beginning in fiscal year 2026 for the cost to maintain the KNOWiNK ePulse, ABM (Apple Business Management) and Poll Pads.

B. The SOS shall purchase initial poll pads, which will also include cradle points, charging carts, and thermal paper required to provide the services. The County shall be responsible for payment of damaged poll pads, flip stands, printers, and transport cases. They will also be responsible for replacement stylus', replacement accessories, and replacement paper.

C. The County shall be responsible for any cellular and/or wireless data usage, provided by the State, utilized outside of an election. An amendment to this interlocal will be executed to increase the total contract amount to cover the data used.

D. The Counties shall be responsible for paying 50% of the total cost and the State the other 50% to maintain KNOWiNK Total Vote EM system beginning in fiscal year 2026. The 50% of the cost to the County is calculated on the percentage of registered voters (excluding Clark County) for fiscal year 2026 of the contract. (Attachment A & B), not to exceed a total of $58,531.79 for one year.

E. The County shall purchase scanners that are compatible with the KNOWiNK TotalVote EM system to scan paper applications for processing, if applicable.

F. The County shall provide the following to the State prior to the commencement of services and at any time while receiving services if the previously provided information changes:

CETS #:	
Agency Reference #:	

1. Reasonable assistance to the State or KNOWiNK, including, but not limited to, providing all technical information related to the service reasonably requested by KNOWiNK, to enable KNOWiNK to migrate current County data to the KNOWiNK platform.

2. A completed Pre-Installation Questionnaire (PIQ) in the form provided by State and/or KNOWiNK. The PIQ will need to be revised whenever there is a change that would affect KNOWiNK's ability to provide the services.

G. During the period that the County is receiving Services, the County agrees to provide the following:

1. County will be responsible for voter registration and voter list maintenance.

2. Required staff who have access to the centralized voter registration database to use and maintain MFA (Multi-Factor Authentication) when accessing the States centralized voter registration database.

3. Provide adequate security to prevent unauthorized access from altering the State Voter Registration List.

4. Access protocols to identify appropriate classes of authorized users. This will be based on the definition of roles in the application structure provided by the State.

5. Written notification to State of any requested enhancements or change orders to the KNOWiNK Total Vote and ePulse-Poll Pad system so they may be reviewed for approval by the Secretary of State and prioritized as necessary.

6. The County shall provide active involvement with the State and KNOWiNK to resolve any tickets requiring County input or action; and

7. Reasonable assistance in remotely installing and troubleshooting devices including hardware and communications.

4. STATE RESONSIBILITIES.

As consideration for the services provided to the County, the SOS agrees to the following:

A. The SOS shall pay to KNOWiNK the costs for such services as set forth in the contract between KNOWiNK and the SOS. The parties acknowledge that the SOS will be solely responsible for payment of the costs of all services provided to the County under this Contract.

B. The SOS shall purchase initial poll pads, which will also include cradle points, charging carts, and thermal paper required to provide the services. After the initial purchase it will be the responsibility of the County to pay for additional hardware.

C. The SOS will cover the initial costs of the contract which will not exceed the end of fiscal year 2025. Beginning in fiscal year 2026 of the Contract, County will be responsible for 50% of their total portion, payable each fiscal year, of the contract for continued maintenance and licensing fees, hosting fees, and data usage of the voter registration database. This amount will be determined based on the number of registered voters in the County at the commencement of the contract.

D. The SOS will review county requests for additional modules, enhancements, and modifications to the system. If the additional modules will be used by 2 or more counties then the SOS will pay the costs of the implementation of the modules and associated training.

CETS #:	
Agency Reference #:	

5. **INFORMATION SHARING**

As a condition to receiving the services specified in this Contract, the County acknowledges and agrees that KNOWiNK:

A. Shall timely share all incident notification reports developed involving the County as part of the service with the SOS during the term of this Contract; and

B. Shall have the right to disclose relevant aspects of information identified as part of the services to its officers and employees and to KNOWiNK's federal partners if they agree to maintain the confidentiality of the information.

6. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in ***Section 7, Termination***.

Effective From:	Upon Approval	To:	June 30, 2026

7. **TERMINATION**. This Contract may be terminated by either party prior to the date set forth in ***Section 6, Contract Term***, provided that a termination shall not be effective until **30** days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.

8. **NOTICE**. All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.

9. **INCORPORATED DOCUMENTS**. The parties agree that this Contract is inclusive of the following Attachments. This Contract incorporates the following Attachments in descending order of constructive precedence:

ATTACHMENT A:	KnowInk Nevada Cost Estimates
ATTACHMENT B:	County and Party Active Voters with Percentages

Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligations of the State under this Contract, shall be void and unenforceable.

10. **CONSIDERATION**. The parties agree that the services specified in ***Section 9, Incorporated Documents*** at a cost as noted below:

$58,531.79	per	fiscal year. Payable upon receipt of the invoice as invoiced by the Secretary of State.

Total Contract Not to Exceed:	$58,531.79

Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

11. **ASSENT**. The parties agree that the terms and conditions listed in the 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 expressly provided.

12. **INSPECTION & AUDIT**

CETS #:	
Agency Reference #:	

A. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and document as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.

B. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

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

13. **BREACH - REMEDIES**. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall not exceed $150.00 per hour.

14. **LIMITED LIABILITY**. The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any State or County breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.

15. **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, acts of public enemy, acts of terrorism, 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.

16. **INDEMNIFICATION**. Neither party waives any right or defense to indemnification that may exist in law or equity.

17. **INDEPENDENT PUBLIC AGENCIES**. The parties are associated with each other only for the purposes and to the extent 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 constructed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

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

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

CETS #:	
Agency Reference #:	

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

21. **OWNERSHIP OF PROPRIETARY INFORMATION**. Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

22. **PUBLIC RECORDS**. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

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

24. **FEDERAL FUNDING**. In the event, federal funds are used for payment of all or part of this Contract, the parties agree to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:

    A. The parties certify, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation Subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

    B. The parties and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.

    C. The parties and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

    D. 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).

25. **PROPER AUTHORITY**. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in ***Section 9, Incorporated Documents***.

26. **GOVERNING LAW – JURISDICTION**. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.

CETS #:	
Agency Reference #:	

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

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

Public Entity #1 Authorized Signature Date Title

Public Entity #2 Authorized Signature Date Title

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners

On: Date

Approved as to form by:

Deputy Attorney General for Attorney General

On: Date

ATTACHMENT A

ATTACHMENT A

KNOWiNK Nevada Cost Estimate – TotalVote VREMS and PollPad

TotalVote Cost	Expected Billing	Price
Software Licensing and Implementation	2023-2024	4,620,000.00
Annual Software Maintenance	2025-2026	1,472,372.00
Azure Gov Hosting Fees	2023-2026	975,000.00
PollPad	2023-2026	3,525,868.00
Support SOW Mock Elections/Testing	2024-2026	577,250.00
Contingency	2024-2026	625,000.00
Total Cost through June 2026		11,795,490.00

KNOWiNK Nevada Cost Estimate – PollPad

		Units	Unit Price	CONTRACT AMT	Year 2024	Year 2025	Year 2026	Total
	BASE POLL PAD HARDWARE Cellular Option			**Contract included cost of 1005 poll pads.**	Inc 1,086 Poll pads, flip stands, cases, stylus, shipping, receipt printer, receipt paper rolls, lightning cables, USB Power and charging cart			
Poll Pads	iPad 9th Gen Cellular 64 GB + Paper, Cables, USB	1086	514.00	432,150.00	558,204.00	-	-	558,204.00
	Charging Carts	19	1,000.00	-	19,000.00			19,000.00
	Flip Stand	1086	130.00	130,650.00	141,180.00	-	-	141,180.00
	Transport Case 920	1086	130.00	130,650.00	141,180.00	-	-	141,180.00
	Stylus (2)	1086	10.00	10,050.00	10,860.00	-	-	10,860.00
	Shipping	1086	4.00	4,020.00	4,344.00	-	-	4,344.00
	Receipt Printer	1086	370.00	371,850.00	401,820.00	-	-	401,820.00
	Encoders*	893	110.00	-	98,230.00	-	-	98,230.00
				1,079,370.00	1,374,818.00			1,374,818.00
Cradle Points	Cradle Points*		1,500.00	-	226,650.00	-	-	226,650.00
	Annual Data Activation		15.00	-	2,700.00	2,700.00	2,700.00	8,100.00
	Cradle Point Data Usage Per Election (Assuming 2 Elections/YR)*		30.00	-	10,800.00	10,800.00	10,800.00	32,400.00
				-	240,150.00	13,500.00	13,500.00	267,150.00
	Total Cellular HARDWARE			**1,079,370.00**	**1,614,968.00**	**13,500.00**	**13,500.00**	**1,641,968.00**
	Software License and Annual Maintenance							
Software	Poll Pad Software License	1086	625.00	628,125.00	678,750.00	-	-	678,750.00
	Annual Data Activation	1086	15.00	45,225.00	16,290.00	16,290.00	16,290.00	48,870.00
	Data Usage Per Election (Assuming 2 Elections/YR)*	1086	30.00	90,450.00	65,160.00	65,160.00	65,160.00	195,480.00
				763,800.00	760,200.00	81,450.00	81,450.00	923,100.00
Other Software	Epulse Real-Time Access Capability	1	25,000.00	25,000.00	25,000.00	-	-	25,000.00
	Poll Pad Annual Maintenance	1086	150.00	301,500.00	-	162,900.00	162,900.00	325,800.00
	Epulse Annual Maintenance for Real- Time Access Capability	1	5,000.00	10,000.00	-	5,000.00	5,000.00	10,000.00
	Single Tenant Charge	1	120,000.00	360,000.00	120,000.00	120,000.00	120,000.00	360,000.00
				696,500.00	145,000.00	287,900.00	287,900.00	720,800.00
	Total Software License and Annual Maintenance			**1,460,300.00**	**905,200.00**	**369,350.00**	**369,350.00**	**1,643,900.00**
	Training and Documentation	**16**	**15,000.00**	**240,000.00**	**240,000.00**	**-**	**-**	**240,000.00**
	Total Cellular Option			2,779,670.00	2,760,168.00	382,850.00	382,850.00	3,525,868.00

Other Items	**Paper**	
	Printer Paper (50 qty. case)	135.00
	Printer Paper (single roll)	3.00
	Accessories	
	USB-Lightning Cable 18" or 3'	10.00
	USB-Lightning Cable 9' or 10'	15.00
	USB Power Adapter	10.00
	Apple branded 3' USB Lightning Cable	20.00
	Apple branded USB Power Adapter	19.00
	Charging Carts	1,000.00

**This was not included in the original contract*

3. Ongoing Maintenance and Support Fees

Agency will pay Contractor the fee amounts listed below. During the M&S Period of Performance, Contractor shall invoice Agency at the time of the payment milestones during implementation, as specified in Part D.2 above. After Agency Acceptance of Project Closeout, including payment of the final Implementation Milestone, Contractor shall invoice Agency Quarterly.

Support Year (Starts after Phase 1 go-live)	Support Months	M&S Period of Performance	Description	Not-to-Exceed	Monthly Service Charge
	0		No M&S Services	N/A	N/A
1	4	9/1/2024 – 12/31/2024	Start after Implementation of Phase 1	$260,000	$65,000
2	12	1/1/2025 – 12/31/2025	Continuation	$795,000	$66,250
3	6	1/1/2026 – 6/30/2026	Continuation	$417,372	$69,562
Total Maintenance and Support Fees for this Contract:				**$1,472,372**	

4. Software Licensing and Hosting Service Fees

The table below defines the coverage periods for software licensing and the provision of Hosting Services.

Year	Coverage Period
1	April 2023 - December 2023
2	January 2024 - December 2024
3	January 2025 - December 2025
4	January 2026 - June 2026

Agency will pay Contractor the fee amounts listed below for coverage periods defined above.

Description	Year 1 Cost	Year 2 Cost	Year 3 Cost	Year 4 Cost	Year 5 Cost	Year 6 Cost
Hosting fees	$225,000	$300,000	$300,000	$150,000		
Total for Hosting Services Fees:					**$975,000**	

ATTACHMENT B

Office of Nevada Secretary of State
Voter Registration Statistics
12/01/2024
Voters by County & Party

County Name	Democratic	Republican	Independent American Party	Libertarian	Non-partisan	Other	% of Total	Total Voters	County Responsibility
Carson City	11,085	17,217	2,375	545	14,287	957	6.8102%	**46,466**	$ **50,999.24**
Churchill	2,498	10,355	965	210	6,285	446	3.0425%	**20,759**	$ **22,784.25**
Douglas	8,551	23,519	2,194	474	11,177	798	6.8464%	**46,713**	$ **51,270.33**
Elko	4,217	18,263	1,707	409	11,066	705	5.3301%	**36,367**	$ **39,914.98**
Esmeralda	57	377	42	11	147	13	0.0948%	**647**	$ **710.12**
Eureka	81	898	78	12	322	22	0.2071%	**1,413**	$ **1,550.85**
Humboldt	1,455	6,340	528	106	3,312	188	1.7484%	**11,929**	$ **13,092.80**
Lander	432	2,343	152	40	967	42	0.5827%	**3,976**	$ **4,363.90**
Lincoln	357	2,149	187	24	691	35	0.5046%	**3,443**	$ **3,778.90**
Lyon	7,789	23,688	2,843	613	17,216	1,180	7.8161%	**53,329**	$ **58,531.79**
Mineral	735	1,441	196	33	1,307	26	0.5479%	**3,738**	$ **4,102.68**
Nye	7,342	19,182	2,670	439	14,399	1,194	6.6285%	**45,226**	$ **49,638.26**
Pershing	547	1,901	173	22	1,012	68	0.5457%	**3,723**	$ **4,086.22**
Storey	697	2,041	220	57	1,208	52	0.6266%	**4,275**	$ **4,692.07**
Washoe	116,881	124,598	19,402	4,495	118,260	10,758	57.8039%	**394,394**	$ **432,871.20**
White Pine	758	3,135	338	38	1,533	96	0.8644%	**5,898**	$ **6,473.41**
Total	**163,482**	**257,447**	**34,070**	**7,528**	**203,189**	**16,580**	**100.00%**	**682,296**	$ **748,861.00**

This report has been generated from Nevada's statewide voter registration database. The transmission of registration information between the counties and the statewide database does not take place in real time.

Due to this turnaround time, the numbers reflected in this report may not exactly duplicate the registration numbers reflected in the county database at the precise moment such reports are generated.

"Active registration" status means a current registration of a voter in the official register, entitling such voter to voter in the manner provided pursuant to NRS 293.017.

"Inactive voter" means a voter designated as inactive pursuant to NRS 293.530 whose registration has not been cancelled.

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: May 1, 2025

Agenda Item Number:
15.a

Subject:
For Possible Action: Approve a contract to the lowest responsible and responsive bidder, Cerris Systems Reno, Inc., in the amount of $55,000 to replace the Dayton Senior Center Heating, Ventilation, and Air Conditioning (HVAC) system from the existing budget of $52,000 and from a budget transfer of $3,000 out of the General Fund contingency.

Summary:
The budget for this project is $52,000. The lowest bid is $55,000, which will exceed the budgeted amount by $3,000.
There were three informal bids received:
Cerris Systems Reno, Inc. - $55,000
RHP Mechanical Systems - $98,571
Roper's Heating and Air Conditioning - $76,474

Financial Department Comments:
This will exceed the existing budget of $52,000 by $3,000. I recommend this be funded from a budget transfer from the General Fund contingency.

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Approve a contract to the lowest responsible and responsive bidder, Cerris Systems Reno, Inc., in the amount of $55,000 to replace the Dayton Senior Center Heating, Ventilation, and Air Conditioning (HVAC) system from the existing budget of $52,000 and from a budget transfer of $3,000 out of the General Fund contingency.

ATTACHMENTS

- Cerris Systems Contract for Dayton Senior Center HVAC Replacement
- RHP Dayton SC quote Apr 2025
- Ropers Dayton SC quote Apr2025

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

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

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

and

Cerris Systems Reno, Inc.
4750 Longley Lane, Suite 106
Reno, NV 89502

Phone: (775) 412-9772

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

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

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

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

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

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

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

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

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

6. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph (5) at a cost of $55,000. The County does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a fiscal year appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of Board of County Commission appropriation may require.

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

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

9. INSPECTION & AUDIT.

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

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

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

10. CONTRACT TERMINATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. INSURANCE SCHEDULE. Unless expressly waived in writing by the County, Contractor, as an independent contractor and not an employee of the County, must carry policies of insurance in amounts specified in this Insurance Schedule and pay all taxes and fees incident hereunto. The County shall have no liability except as specifically provided in the Contract. The Contractor shall not commence work before:

(1) Contractor has provided the required evidence of insurance to the Contracting Agency of the County, and (2) The County has approved the insurance policies provided by the Contractor. Prior approval of the insurance policies by the County shall be a condition precedent to any payment of consideration under this Contract. County's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of the County to timely approve shall not constitute a waiver of the condition.

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

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

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

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

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

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

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

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

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

i. Minimum Limits required:

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

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

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

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

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

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

e. ***Professional Liability Insurance***

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

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

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

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

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

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

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

g. ***Commercial Crime Insurance***

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

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

h. ***Performance Security***

i. Amount required: **$_____**

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

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

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

i. ***General Requirements***

i. Amount required: **$_____**

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

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

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

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

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

vii. Approved Insurer: Each insurance policy shall be:

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

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

j. ***Evidence of Insurance***

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

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

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

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

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

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

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

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

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

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

21. COUNTY OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the County and all such materials shall be delivered into County possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the County. Notwithstanding

the foregoing, the County shall have no proprietary interest in any materials licensed for use by the County that are subject to patent, trademark or copyright protection.

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

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

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

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

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

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

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

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

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

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

26. WARRANTIES.

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

b. System Compliance. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the County. This warranty includes, without limitation, century recognition, calculations that accommodate same century and multicentury formulas and data values and date data

interface values that reflect the century. Pursuant to NRS 41.0321, the County is immune from liability due to any failure of any incorrect date being produced, calculated or generated by a computer or other information system.

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

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

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

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

Independent Contractor's Signature	Date
Independent Contractor's Title	
Authorized Representative Lyon County	Date

APPROVED BY LYON COUNTY BOARD OF COUNTY COMMISSIONERS

By: Chairman Board of County Commissioners Lyon County	Date

REVIEWED AS TO FORM ONLY

District Attorney	Date

Legal Counsel for Independent Contractor	Date

REVIEWED AS TO INSURANCE REQUIREMENTS

Lyon County Risk Manager	Date

CERRIS SYSTEMS

Dayton Senior Center

| Proposed Project Agreement

Dayton Senior Center-MUA and RTU Replacement

DATE:

2/14/2025

PROPOSAL NUMBER:

P10274

PREPARED FOR:

Dayton Senior Center

320 Old Dayton Valley Road

Dayton, Nevada 89403

PREPARED BY:

Josh Dark

775-412-9772

jdark@cerris.com

CERRIS SYSTEMS

Project Proposal

Company
Cerris Systems Reno, Inc
4750 Longley Lane, Suite 106
Reno, NV 89502
Ph: 775-412-9772

Proposal Date: 2/14/2025
Proposal Number: P10274

Bill To Identity	Agreement Location
Lyon County 18 US Highway 95A N Yerington, NV 89447	Dayton Senior Center 320 Old Dayton Valley Road Dayton, Nevada 89403

We are pleased to offer our proposal for this HVAC Retrofit MUA and RTU Replacement project. Our proposal is based upon the site and system examination, material, labor costs, subcontractor costs, and permit fees.

Scope of Work:

Installation of The New Kitchen MUA

1. Disconnect all associated ducting, electrical, gas and water connections.
2. Crane old unit off and new unit in its place.
3. Tie back in ductwork, gas, water line and electrical.
4. Perform gas heating starts up for the unit to heat as designed, verify and document temperature rise as well as set gas pressures.
5. Begin system start up, document all amperages, system pressures and temperature differentials.

RTU Changeout

1. Remove existing gas and electrical from rooftop package unit.
2. Remove any mounting hardware off rooftop curb.
3. Crane service will be utilized remove and replace with new Rheem 8 ½ ton package unit.
4. Tie back in gas and electrical connections.
5. Perform gas heating start up for the unit to heat as designed, verify and document temperature rise as well as set gas pressures.

CERRIS SYSTEMS

6. Begin cooling system start up, document all amperages, system pressures and temperature differentials.

Our proposal is also based on the following *exclusions:*

1. Any work outside of the above-described scope.
2. Monometer testing.
3. Asbestos and lead related work.
4. Permits, fees, and bond.
5. Additional work note mentioned above.

Cerris Systems** price for SCOPE above is **$55,000.00

Our price is guaranteed for (30) days from the date of this proposal.

WARRANTY: Our warranty on work performed is one (1) year, parts and labor.

TERMS OF PAYMENT: NET 30. Material and equipment furnished under this proposal shall remain the property of the seller until final payment has been received.

Signature for Proposal Number - P10274

Upon execution as provided below, this agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

Contractor	**Customer**
Josh Dark	
Signature (Authorized Representative)	Signature (Authorized Representative)
Josh Dark	
Name (Print/ Type)	Name (Print/ Type)
775-412-9772	
Phone	Title
2/14/2025	

CERRIS SYSTEMS

Date

Date PO#

CERRIS SYSTEMS

Project Agreement Terms and Conditions

The following terms and conditions are incorporated into and a part of the agreement between Contractor and Customer (the "Agreement"):

1. Customer shall permit Contractor free and timely access to areas and equipment and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.

2. The contractor warrants that the workmanship hereunder shall be free from defects for thirty (30) days from the date of installation. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at the Customer's expense and at the rates in effect. CONTRACTOR MAKES NO OTHER WARRANTIES, EXCEPT AS DESCRIBED HEREIN, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3. Contractor may invoice Customer monthly. Customer will promptly pay invoices within thirty (30) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately without notice or demand. In addition, if Contractor does not receive payment of a properly submitted invoice within thirty (30) days, Customer shall accrue a late charge on the balance outstanding at the lesser of (a) 1 1/2% per month of (b) the highest rate allowed by law, in each case compounded monthly to the extent allowed by law.

4. Any alteration to, or deviation from this Agreement involving extra work, cost of materials or labor will become an additional charge (fixed price amount to be negotiated or on a time-and-materials basis at Contractor's rates then in effect) over the sum stated in this Agreement.

5. In the event Contractor must commence legal action in order to recover any amount payable or owed to Contractor under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.

6. In the event of a breach by Contractor of the terms of this Agreement, including without limitation Section 2, or in the event Customer incurs any liability in connection with the rendering of services by Contractor, Customer's sole remedy against Contractor shall be for Contractor to re-perform the services in accordance with the warranty or, if such services cannot be re-performed or such re-performance does not cure the breach or the liability, to refund to Customer the amount paid to Contractor under this Agreement, up to Customer's direct damages caused by such breach or liability. Notwithstanding the foregoing, in no event shall the liability of Contractor in connection with any products or services, whether by reason of breach of contract, tort (including without limitation negligence), statute or otherwise exceed the amount of fees paid by Customer to Contractor for those products or services.

7. Further, in no event shall Contractor have any liability for loss of profits, loss of business, indirect, incidental, consequential, special, punitive, indirect or exemplary damages, even if Contractor has been advised of the possibility of such damages. In furtherance and not in limitation of the foregoing, Contractor shall not be liable in respect of any decisions made by Customer as a result of Contractor's services. Any action, regardless of form, against the Contractor relating to this Agreement, or the breach thereof, must be commenced within one (1) year from the date of the work.

8. Contractor shall not be liable for any delay, loss, damage or detention caused by acts or circumstances beyond its control including, without limitation, unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, war, acts of terrorism, action of the elements, forces of nature, or by any cause beyond its control.

9. Cerris Systems shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Cerris' control, including, but not limited to, acts of God, fire, riots, labor disputes, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of Cerris Systems.

10. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agent and employees from and against all claims, liabilities, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder or any act or omission arising out of or related to this Agreement, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in party by the negligence of Contractor. Further, and notwithstanding the preceding sentence, Contractor shall be held harmless and shall not be liable to Customer for any claims, liabilities, damages, losses and expenses related to mold or to the creation of mold at Customer's location(s) and shall have no obligation to treat, identify or remove such mold.

11. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.

12. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.

13. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos, mold or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. As previously provided, Contractor shall be held harmless and shall not be liable for any claims, liabilities, damages, losses and expenses related to such substances, wastes and materials, including the failure to identify or notify Customer of such substances, wastes and materials.

14. This Agreement is between Contractor and Customer alone, and neither intends that there be any third-party beneficiaries to this Agreement. Without limiting the generality of the foregoing, by entering into this Agreement and providing services on Customer's behalf, Contractor is not assuming any duty or obligation to any of Customer's employees, vendors, clients, subcontractors, agents, shareholders, partners or members. Customer agrees to indemnify and hold Contractor harmless from and against any and all liabilities, losses, claims, costs, expenses, and damages (including without limitation reasonable attorneys' fees) incurred by Contractor by reason of a claim brought against Contractor by any of Customer's employees, vendors, clients, subcontractors, agents, shareholders, partners or members with respect to the services provided by Contractor on Customer's behalf.

15. Each of the parties hereto is an independent contractor and neither party is, nor shall be considered to be, an agent, distributor, or representative of the other. Neither party shall act or present itself, directly or indirectly, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

16. These terms and conditions, together with the attached documents, constitutes the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. It sets forth the terms for the provision of any products or services Contractor may provide Customer, whether in connection with the particular engagement that is identified as the subject of this Agreement or otherwise, unless and until a written instrument is signed by an authorized representative of Contractor agreeing to different terms. This Agreement shall not be assignable by Customer and Contractor without the express prior written consent of either party. This Agreement shall be governed by and construed in accordance with the laws of the State of the Contractor's headquarters are located, without giving effect to that State's conflicts of laws principles.

17. This Agreement may be cancelled by either party upon 30-day written notice. Customer shall be liable for all incurred expenses at the time of cancellation.

18. If paying with credit card a 3% surcharge will be added to the total project price.

CERRIS SYSTEMS

ADDITIONAL SERVICES:
Limits of Liability

1. Cerris Systems will not be responsible for emergency service repairs, replacement parts, miscellaneous materials, or refrigerants.

2. The Inspection Maintenance Agreement shall in no way bind Cerris Systems to make corrections, replacements, or repairs necessitated by (a) Purchaser's improper operation or misuse of the equipment or systems, (b) by negligence of others, or (c) by faulty design of the equipment.

3. Cerris Systems shall not be required under the Inspection Maintenance Agreement to make safety tests or to install new attachments or additional controls or equipment recommended or directed by any insurance company, laboratory, or governmental authority.

4. The Inspection Maintenance Agreement does not include the maintenance, repair or replacement of electrical disconnect switches, casing or cabinets, ductwork, insulation of any equipment not covered under this Agreement, damage from freezing, corrosion, electrolysis, drain stoppage or plumbing beyond equipment, gas lines, domestic water lines, or nonmoving parts of heating, cooling and ventilating equipment.

$98,571 TOTAL

Lyon County Community Center
Attn: Judge

April 15, 2025

RE: 320-321 Old Dayton Valley Rd
Dayton, NV 89403

We are pleased to provide you with a budget price on furnishing and installing the following:

Proposal "A" (Community Center MAU)

1- One (1) Greenheck Makeup Air unit, sized like-for-like to existing unit. Installed with roof-curb adapter, intake damper, and evaporative section.

FOR THE BUDGET COST OF: **$59,982.00**

Proposal "B" (Community Center RTU)

1- One (1) Trane /American Standard rooftop package unit, 8.5-Ton 208/230 3PHS, sized like-for-like to existing unit. Installed with roof-curb adapter, economizer, and smoke detector.

FOR THE BUDGET COST OF: **$38,589.00**

NOTE: Electrical work, Fire controls to be done by others.

We Also Include:

1. Removal and disposal of the existing unit
2. Gas piping connection
3. Crane rental
4. Roof duct modification
5. Permit
6. Sales tax
7. Start-up

(775) 322-9434 Phone. (775) 322-3281
1008 E. 4th Street/P.O. Box 2597 - Reno, NV 89505
NV License #3714, 3714A (Unlimited); CA #469919

We Do Not Include:

1. **Roof screening or unit painting, if required by city or county**
2. Electrical or control wiring upgrades or modifications, if necessary
3. Cutting, patching or framing
4. Structural engineering, analysis, or modification
5. Site or mechanical plans
6. High pressure test of existing gas piping system, if necessary
7. Condition of the existing duct system or registers/louvers
8. Condition, modifications, or patch of the existing roof
9. Asbestos, lead or mold testing or removal
10. Any modifications to bring building up to code for permitting
11. Building management control integration, if any
12. Overtime or weekend work

This quotation carries with it our customary one-year guarantee against defective materials and workmanship furnished by this company. It does not cover normal maintenance.

RHP Mechanical Systems reserves the right to equitably adjust the quoted price at any time prior to equipment/material shipment, in the event that material costs increase for reasons beyond our control.

Payment: Purchase Order, or equipment/material cost due upon proposal acceptance. 100% of remaining balance due upon completion of installation. 1 1/2% per month charge on overdue accounts.

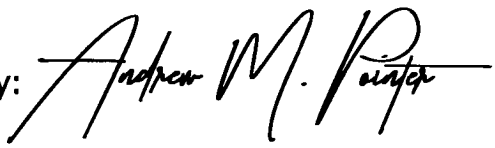
If any party brings any action or proceeding to enforce, protect, or establish any right or remedy under the terms of this agreement the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

Back charges, retentions or unauthorized deductions will not be accepted unless specifically authorized in writing by seller.

(775) 322-9434 Phone. (775) 322-3281 Fax
1008 E. 4th Street/P.O. Box 2957 - Reno, NV 89505
NV License #3714, 3714A (Unlimited); CA #469919

The prices proposed are valid for 30 days from proposal date.

Respectfully Submitted,

By: 

Andrew Pointer | RHP Mechanical Systems

Date of Acceptance:_____

By:_____

RHP Mechanical Systems monetary license limit is unlimited.

(775) 322-9434 Phone. (775) 322-3281
1008 E. 4th Street/P.O. Box 2597 - Reno, NV 89505
NV License #3714, 3714A (Unlimited); CA #469919

Roper's Heating And Air Conditioning

Roper's Heating & Air Conditioning
PO Box 1844
Carson City, NV 89702
(775) 882-7466; fax (775) 882-7488
Licenses: NV Contractor 76798, MHD A0120

Proposal

Valid for 30 days from Proposal Date

Proposal Date: December 10, 2024
Proposal #: 24-5841

Billing Address
Lyon County
P.O. Box 1544
Dayton, NV 89403
Phone: 775-721-2585

Property Address
320 Old Dayton Valley Rd
Dayton, NV 89403
flescher@lyon-county.org

Proposed System

We will replace your existing rooftop unit with a new rooftop unit as selected below. We will replace your existing makeup air unit with a new makeup air unit as selected below. We will use your existing thermostat. Thermostat and issues relating to it are excluded from the guarantees in this proposal. A technician will tune-up the equipment to work properly at our elevation.

Option	*Initial Selected Option(s)*	*Full Price*
_____	1 Install Bryant 8.5 ton 125k BTU rooftop unit with new economizer and curb adapter.	*$ 29,185.00*
_____	2 Install Reznor natural gas outdoor makeup air unit.	*$ 47,289.00*
		$ 76,474 TOTAL

** Discounted price for payment received within 7 days of job completion.*

- We will provide labor and material to install the system selected above. We will remove and recycle or dispose of any replaced equipment.
- All work will be performed according to local mechanical code. We will obtain permits if required and will call for inspection upon job completion. You are responsible to be present for inspection if required. Any code violations outside the scope of this proposal, including HVAC components that others installed, are your responsibility.
- All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specification involving extra costs will be executed only upon written orders, and will be billed in addition to the estimated amount. All agreements are contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by Workers' Compensation Insurance and are EPA Certified.
- Two year labor guarantee for defective parts (new equipment only). Routine maintenance and damage caused by out-of-the-ordinary events, such as power surges, lightning strikes, pets, or other abnormal situations is excluded.
- One year 100% satisfaction guarantee (new equipment only). If you are unhappy with your system and we are unable to satisfactorily resolve your issues, we will, at your request, remove the equipment we installed and refund your money any time up to the 1 year anniversary date of the original installation. Guarantee does not include reinstalling any replacement equipment and does not apply if property is in default or foreclosure.
- Damage caused by abuse or neglect is not covered by warranties or guarantees. This includes, but is not limited to, such things as damage by pets, yard tools, and lack of proper maintenance. If you take care of your equipment, we'll take care of you.
- The building department requires a carbon monoxide alarm to pass inspection. A carbon monoxide alarm is not included in this proposal unless specified.
- The building department requires a smoke alarm in each bedroom to pass inspection. Smoke alarms are not included in this proposal unless specified.
- Residential Construction Recovery Fund. Payment may be available from the Recovery Fund if you are damaged financially by a project performed on your residence pursuant to a contract, including construction, remodeling, repair, or other improvements, and the damage resulted from certain specified violations of Nevada law by a contractor licensed in this state. To obtain information relating to the recovery fund or to file a claim for recovery from the Recovery Fund, you may contact one of the State Contractors' Board offices: In Reno at 9670 Gateway Drive Suite 100 (775-688-1141), in Las Vegas at 2310 Corporate Circle Suite 200 (702-486-1100).
- Licensed in Nevada. License number 76798, limit $45,000.
- If payment is not received in full within 30 days, finance charges will be assessed on monthly statements at 18% per year.

Authorized signature
Roper's Heating & Air Conditioning

Jamie McClure

Sign and date below to indicate your acceptance and that you are authorized to accept this proposal. Please return one copy.

Authorized Signature _____ Date _____

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: May 1, 2025

Agenda Item Number:
16.a

Subject:
For Presentation Only: A project update from the Utilities Engineer.

Summary:
An update on the status of capital projects within the Utilities Department.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- Project Update
- Appendix A

Lyon County Board of County Commissioners Meeting
May 1, 2025

LYON COUNTY UTILITIES DEPARTMENT

Utilities Department Project Status

SUMMARY

Projects **In Pre-Design/Planning**

1. Rose Peak Water Main Replacement
2. Silver Springs General Improvement District (SSGID) Wastewater Treatment Plant (WWTP) Effluent Disposal Study
3. SSGID Wastewater Treatment Plant (WWTP) Sludge Dewatering and Disposal Alternative Study

Projects **In Design**

1. Hwy 50 - Dayton Valley Rd Sewer Replacement Project Phase 2

Projects **In Construction**

1. Rolling A Wastewater Treatment Facility Phase 4 Expansion

Projects **Completed (Last Quarter)**

1. Silver Springs General Improvement District WWTP - Aeration Improvements

Lyon County Utilities Department
Project Update May 1, 2025

Project: **Rose Peak Water Main Replacement**
(Pre-Design)

Description: Project scope includes;
Removal and replacement of the existing about 6,800 LF of water main on Grosh Avenue between Flowery Avenue and Halite Avenue with 8" C900 PVC pipes

Budget: $3,230,700 - Estimated Project budget
$2,584,000 - Grant from US EPA Community Project Funding

Schedule/ Status Selected a consultant through competitive selection to help with:
- Application and coordination with the funding agency
- National Environmental Policy Act (NEPA) requirements
- Project engineering, design and construction management

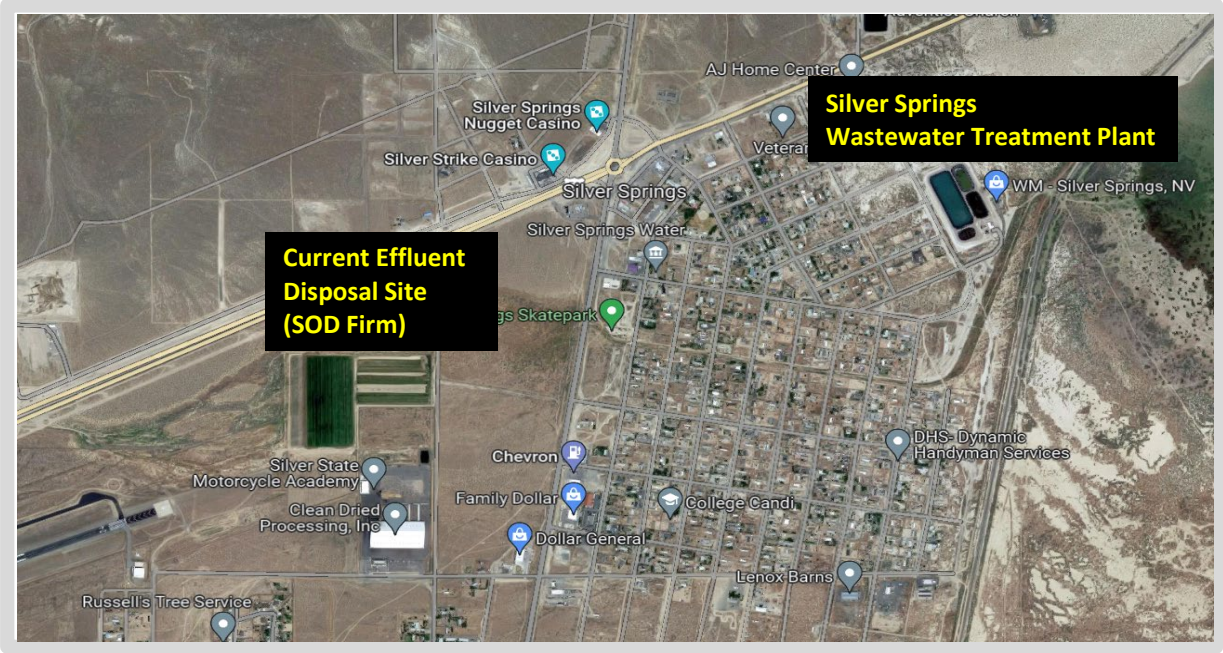
Agreement and Scope are being finalized

Change Orders:
Notes:

Lyon County Utilities Department
Project Update May 1, 2025

Project:
(Pre-Design)

Silver Springs General Improvement District (SSGID) Wastewater Treatment Plant (WWTP) Effluent Disposal Study



Description:

Project scope includes;
1) Evaluation of the infiltration capacity of the existing swale within the airport

2) Completion of the effluent disposal preliminary engineering report
3) Condition assessment of the effluent disinfection system
4) Condition assessment of the effluent filtration system

Budget:

$257,000 - ARPA Funding
$13,300 - Project cost to date

Schedule/ Status:

- AtkinsRealis was retained to perform the study.

1) Evaluation of the infiltration capacity of the existing swale
   - No progress as discussion is underway for doing Geotech field work
2) Completion of the effluent disposal preliminary engineering report
   - Not started
3) Effluent filtration system evaluation
   - Effluent filtration system Technical Memo (TM) completed
   - Complete system rehabilitation needed, Project cost about $972,000
   - Applied for a Capital Improvement Grant for the project
4) Effluent disinfection system evaluation
   - Draft TM is expected soon for staff review
   - Complete overhaul needed for the chemical feed system

Change Orders:
Notes:

Lyon County Utilities Department
Project Update May 1, 2025

Project: (Pre-Design) **SSGID Wastewater Treatment Plant (WWTP) Sludge Dewatering and Disposal Alternative Study**

Description: Project scope includes evaluation of two alternatives for the sludge disposal at the wastewater treatment plant
1) Contractor driven mechanical dewatering and disposal of the two sludge ponds and continuation of the ponds for sludge storage (current practice)
2) Installation of a geosynthetic tube type continuous sludge dewatering operation facility (new practice)

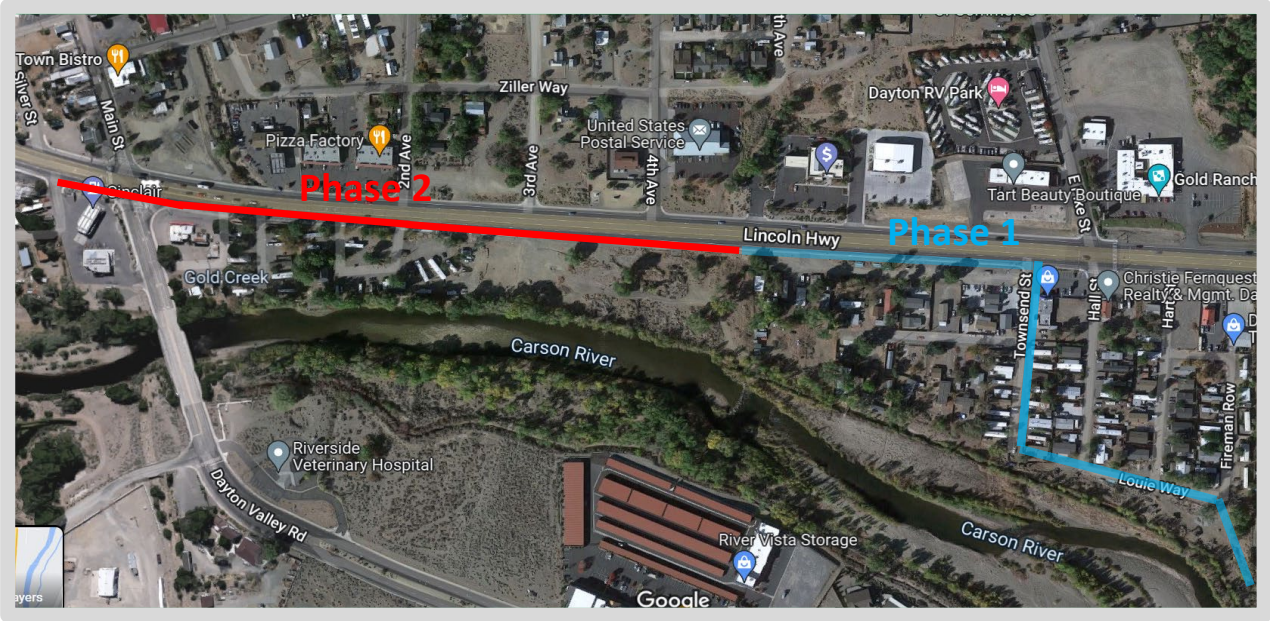
Budget: $48,800 - Silver Springs GID Sewer Fund 634
$35,000 - Project cost to date

Schedule/ Status:
- AtkinsRealis was retained to perform the study.
- Staff reviewed the preliminary cost estimates and findings
- Dewatering using mechanical system is recommended by Engineer
- Final Tech Memo is expected soon for staff review
- Pond dewatering construction is planned for in Summer, 2025

Change Orders:
Notes:

Lyon County Utilities Department
Project Update May 1, 2025

Project: **Hwy 50 - Dayton Valley Rd Sewer Replacement Project Phase 2**
(Design)



Description: Phase 2 of the sewer project includes replacement of the existing 8-inch Asbestos Concrete (AC) pipe with 12-inch PVC pipe between the manhole east of Sinclair Gas Station and the manhole across the post office (about 1,800 linear foot).

Budget: $4,836,000 - In FY 2026 budget - Dayton Sewer Fund
$355,610 - Design fees
$281,000 - Project cost to date

Schedule/Status:
- Bid advertised — Mar 11, 2025
- Bid opened — Apr 9, 2025
  - One bidder
  - Engineer is evaluating the bid
  - Recommendation is coming to the Board's consideration

Change Orders:
Notes:

Lyon County Utilities Department

Project Update May 1, 2025

Project: (Construction) **Rolling A Wastewater Treatment Facility Phase 4 Expansion**

Description: The project will increase plant annual average treatment capacity from 1.0 Million gallons per day to 1.4 million gallons per day. Scope includes, (1) construction of new equalization tank, flow splitting structure, two sequencing batch reactors, thickening unit, and a dewatering unit and (2) rehabilitation of existing headworks and sequencing batch reactor.

Budget: $23.9 MM (2023 Estimated project cost)
$16.13 MM (Project cost to date)

Construction contract	**$19.99 MM**
Contractor payment to date	$14.52 MM
Contingency fund	**$1.80 MM**
Contingency fund used to date	$327,979
(see details below and Appendix A)	

Schedule/ Status:

- Construction began	Oct 2, 2023
- Project progress delayed due to various issues with the contractor's major supplier	
- Contractual construction completion (24 months)	Sept 2025
- Current Contractor's schedule completion	May 2026

Change Orders:

		Approved $
Construction (RDC)	WCD 001 - Dismantling joint (Quantity/Supply change)	($2,580)
	WCD 002 - EQ Pump Station Relocation (underground conduits and structures)	$32,520
	WCD 003 - 12" Emergency Pond Tie-in (underground pipes)	$5,929
	WCD 004 - Scum Valves addition (Added to scope)	$45,957
	WCD 005 - Emergency pond Rip Rap (Quantity change)	($3,780)
	WCD 006 - 6" SN pipe support	$1,533
	WCD 007 - Screw press filtrate	$4,136
	WCD 008 - 24" SE and 12" ALP reroute	$265,247
	WCD 009 - 12" CSE and 4" DSE HTWax	$56,625
	WCD 010 - 10" RS Slurry	$2,390
	WCD 011 - Blower VFD Diagram	($4,100)
	WCD 012 - 10" ALP SST	$9,386
	WCD 013 - Aeration pipe	$16,554
	WCD 014 - Engineering trailer	($2,517)
	Total	**$427,300**
Engineering (DOWL)	Future change order to Task Order 116 with DOWL for construction management due to:	
	- Revised project duration and construction delays	
	- Revised hourly rates and subconsultant markups after merger of FarrWest with DOWL	
	- Additional engineering for the assigned out of scope tasks	

Notes:

Lyon County Utilities Department
Project Update May 1, 2025

Project: (Construction) **Silver Springs General Improvement District WWTP - Aeration Improvements**

Description: The project scope included (1) replacement of all (9) aeration headers and valves, (2) replacement of (3) aeration blowers, and (3) supply of a Biobarge for operation and maintenance of the system.

Budget:
$662,181 - SSGID NWCII Grant - ARPA00811
$609,952 - Contract with Supplier/Manufacturer
$589,101 - Total project cost

Schedule/ Status:		
	Substantially completed	Sept 17, 2024
	Contractual completion	Feb 28, 2025
	Actual completion	Feb 12, 2025

Change Orders: Completion time extended from Oct 31, 2024 to Feb 28, 2025
Notes:

Appendix A

Lyon County Utilities
Rolling 'A' Wastewater Treatment Facility – Phase 4 Expansion

Project Cost Summary

and

Work Change Directives (WCD)

Application and Certificate For Payment

To Owner:	Lyon County Utilities 34 Lakes Blvd Dayton, NV 89403	Project:	Lyon Co. Rolling A WWTP 1165 Ferretto Pkwy Dayton, NV 89403	Application No: 18	Date: 03/31/2025
				Period To: 03/31/25	
				Architect's Project No:	
From (Contractor):	Farr Construction Corporation dba Resource Development Company dba Resource Development Co. 1050 Linda Way Sparks, NV 89431	Contractor Job Number:	23-026-A	Contract Date:	
Phone:		Via (Architect):			
		Contract For:			

Contractor's Application For Payment

Change Order Summary	Number	Date Approved	Additions	Deductions
Change orders approved in previous months by owner				
Change orders approved this month	WCD - 14	03/31/25		
Totals				
Net change by change orders				

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Vanessa F. Vazquez
Digitally signed by Vanessa F. Vazquez
DN: C=US, E=vvazquez@resourcedevelopmentco.com, O=Resource Development Company, CN=Vanessa F. Vazquez
Date: 2025.04.01 15:35:45-07'00'

By: _____ Date: _____

Original contract sum	19,990,000.00
Net change by change orders	0.00
Contract sum to date	19,990,000.00
Total completed and stored to date	15,024,534.20
Retainage	
3.3% of Total Contract	499,750.00
0.0% of stored material	0.00
Total retainage	499,750.00
Total earned less retainage	14,524,784.20
Less previous certificates of payment	14,472,079.52
0.000% of taxable amount	0.00
Current sales tax	0.00
Current payment due	**52,704.68**
Balance to finish, including retainage	5,465,215.80

Payment of $ 52,704.68 is recommended by the Engineer of Record:

Date: 4/07/2025

Payment of $ 52,704.68 is approved by owner:

David Bruketta

Date: 4/8/2025

Approved by Funding or Financing Equity:

Date: _____

Application and Certificate For Payment -- page 2

To Owner: Lyon County Utilities
From (Contractor): Farr Construction Corporation dba Resource Development Company
Project: Lyon Co. Rolling A WWTP

Application No: 18 Date: 03/31/25 Period To: 03/31/25
Contractor's Job Number: 23-026-A
Architect's Project No:

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application Quantity	Work Completed Previous Application Amount	Work Completed This Period Quantity	Work Completed This Period Amount	Completed and Stored To Date Quantity	Completed and Stored To Date Amount	%	Retention	Memo
01	**Mobilization**													
100	Mobilization	0.0000	.000	LS	990,000.00	100.00 %	990,000.00	0.00 %	0.00	100.00 %	990,000.00	100.0	32,929.64	
101	Bond & Insurance Premium	0.0000	.000	LS	195,000.00	100.00 %	195,000.00	0.00 %	0.00	100.00 %	195,000.00	100.0	6,486.14	
102	TF- Job Trailers	0.0000	.000	LS	68,500.00	89.00 %	60,965.00	4.00 %	2,740.00	93.00 %	63,705.00	93.0	2,118.97	
103	SWPPP - BMP's	0.0000	.000	LS	55,000.00	97.00 %	53,350.00	0.00 %	0.00	97.00 %	53,350.00	97.0	1,774.54	
Total	**Mobilization**				1,308,500.00		1,299,315.00		2,740.00		1,302,055.00		43,309.29	
02	**SBR 1&2 Site Prep (Area 40)**													
104	Dewatering - SBR 1&2 Area 40	0.0000	.000	LS	180,000.00	100.00 %	180,000.00	0.00 %	0.00	100.00 %	180,000.00	100.0	5,987.21	
105	Clear and Grub - SBR 1&2 Area 40	0.0000	.000	LS	24,000.00	100.00 %	24,000.00	0.00 %	0.00	100.00 %	24,000.00	100.0	798.29	
106	Cut / Fill - SBR 1&2 Area 40	0.0000	.000	LS	571,000.00	100.00 %	571,000.00	0.00 %	0.00	100.00 %	571,000.00	100.0	18,992.75	
107	Subgrade Stabilization - SBR 1 Area 40	0.0000	.000	LS	422,000.00	100.00 %	422,000.00	0.00 %	0.00	100.00 %	422,000.00	100.0	14,036.67	
108	Finish Grade - SBR1&2 Area 40	0.0000	.000	LS	44,000.00	95.00 %	41,800.00	0.00 %	0.00	95.00 %	41,800.00	95.0	1,390.36	
Total	**SBR 1&2 Site Prep (Area 40)**				1,241,000.00		1,238,800.00		0.00		1,238,800.00		41,205.28	
03	**SBR 1&2 - Foundation (Area 40)**													
109	Deliver Handrail Area 40	0.0000	.000	LS	56,500.00	100.00 %	56,500.00	0.00 %	0.00	100.00 %	56,500.00	100.0	1,879.32	
110	SBR Mat Foundation Slab Area 40	0.0000	.000	LS	2,074,000.00	100.00 %	2,074,000.00	0.00 %	0.00	100.00 %	2,074,000.00	100.0	68,985.93	
111	SBR Wall Pours Area 40	0.0000	.000	LS	1,978,000.00	100.00 %	1,978,000.00	0.00 %	0.00	100.00 %	1,978,000.00	100.0	65,792.75	
112	Handrail Area 40	0.0000	.000	LS	78,000.00	100.00 %	78,000.00	0.00 %	0.00	100.00 %	78,000.00	100.0	2,594.46	
113	SBR Cat-Walks Area 40	0.0000	.000	LS	355,000.00	100.00 %	355,000.00	0.00 %	0.00	100.00 %	355,000.00	100.0	11,808.10	
114	Backfill Area 40	0.0000	.000	LS	105,000.00	100.00 %	105,000.00	0.00 %	0.00	100.00 %	105,000.00	100.0	3,492.54	
Total	**SBR 1&2 - Foundation (Area 40)**				4,646,500.00		4,646,500.00		0.00		4,646,500.00		154,553.10	
04	**SBR 1&2 - Mech. Piping**													
115	Deliver Sanitaire Equipment Area 40	0.0000	.000	LS	1,213,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.0	0.00	
116	Deliver Pipe Supports Area 40	0.0000	.000	LS	132,000.00	100.00 %	132,000.00	0.00 %	0.00	100.00 %	132,000.00	100.0	4,390.62	
117	Stainless Piping - SBR 1&2 Area 40	0.0000	.000	LS	28,000.00	100.00 %	28,000.00	0.00 %	0.00	100.00 %	28,000.00	100.0	931.34	
118	WAS Pumps - SBR 1&2 Area 40	0.0000	.000	LS	28,000.00	100.00 %	28,000.00	0.00 %	0.00	100.00 %	28,000.00	100.0	931.34	
119	Mixers - SB1&2 Area 40	0.0000	.000	LS	17,000.00	100.00 %	17,000.00	0.00 %	0.00	100.00 %	17,000.00	100.0	565.46	
120	Mechanical Piping - Phase 1 Area 40	0.0000	.000	LS	102,000.00	100.00 %	102,000.00	0.00 %	0.00	100.00 %	102,000.00	100.0	3,392.75	
121	Mechanical Piping - Phase 2 Area 40	0.0000	.000	LS	102,000.00	100.00 %	102,000.00	0.00 %	0.00	100.00 %	102,000.00	100.0	3,392.75	
Total	**SBR 1&2 - Mech. Piping**				1,622,000.00		409,000.00		0.00		409,000.00		13,604.26	

Application and Certificate For Payment -- page 3

To Owner: Lyon County Utilities
From (Contractor): Farr Construction Corporation dba Resource Development Company
Project: Lyon Co. Rolling A WWTP

Application No: 18 Date: 03/31/25 Period To: 03/31/25
Contractor's Job Number: 23-026-A
Architect's Project No:

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application Quantity	Work Completed Previous Application Amount	Work Completed This Period Quantity	Work Completed This Period Amount	Completed and Stored To Date Quantity	Completed and Stored To Date Amount	%	Retention	Memo
05	**SBR 1&2 - Electrical**													
122	Electrical SBR 1&2 Area 40	0.0000	.000	LS	338,000.00	66.50 %	224,771.00	7.78 %	26,300.00	74.28 %	251,071.00	74.3	8,351.19	
Total	**SBR 1&2 - Electrical**				338,000.00		224,771.00		26,300.00		251,071.00		8,351.19	
06	**SBR 1&2 - Final Finishes**													
123	Buoy / Hose Rack Area 40	0.0000	.000	LS	21,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.0	0.00	
124	Grating - SBR 1&2 Area 40	0.0000	.000	LS	13,000.00	100.00 %	13,000.00	0.00 %	0.00	100.00 %	13,000.00	100.0	432.41	
Total	**SBR 1&2 - Final Finishes**				34,000.00		13,000.00		0.00		13,000.00		432.41	
07	**SBR 1&2 - Yard Piping(Outside)**													
125	Deliver Western Nevada Supply Pipe Material	0.0000	.000	LS	2,034,000.00	100.00 %	2,034,000.00	0.00 %	0.00	100.00 %	2,034,000.00	100.0	67,655.44	
126	Yard Piping North - 1" Service	0.0000	.000	LS	4,000.00	100.00 %	4,000.00	0.00 %	0.00	100.00 %	4,000.00	100.0	133.05	
127	Yard Piping North - 1.5" Drain	0.0000	.000	LS	4,500.00	100.00 %	4,500.00	0.00 %	0.00	100.00 %	4,500.00	100.0	149.68	
128	Yard Piping North - 4" 3W	0.0000	.000	LS	30,000.00	100.00 %	30,000.00	0.00 %	0.00	100.00 %	30,000.00	100.0	997.87	
129	Yard Piping North - 4" WAS	0.0000	.000	LS	63,000.00	100.00 %	63,000.00	0.00 %	0.00	100.00 %	63,000.00	100.0	2,095.52	
130	Yard Piping North - 6" Drain	0.0000	.000	LS	46,000.00	100.00 %	46,000.00	0.00 %	0.00	100.00 %	46,000.00	100.0	1,530.06	
131	Yard Piping North - 10" Raw	0.0000	.000	LS	55,000.00	100.00 %	55,000.00	0.00 %	0.00	100.00 %	55,000.00	100.0	1,829.42	
132	Yard Piping North - 12" ALP	0.0000	.000	LS	36,000.00	80.00 %	28,800.00	0.00 %	0.00	80.00 %	28,800.00	80.0	957.95	
133	Yard Piping North - 24" SE	0.0000	.000	LS	34,000.00	100.00 %	34,000.00	0.00 %	0.00	100.00 %	34,000.00	100.0	1,130.92	
134	Yard Piping South - 4" WAS	0.0000	.000	LS	56,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.0	0.00	
135	Yard Piping South - 4" 3W	0.0000	.000	LS	6,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.0	0.00	
136	Yard Piping South - 6" Superna Supernatant	0.0000	.000	LS	29,000.00	100.00 %	29,000.00	0.00 %	0.00	100.00 %	29,000.00	100.0	964.61	
137	Yard Piping South - 8" Raw	0.0000	.000	LS	22,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.0	0.00	
138	Yard Piping South - 8" ALP	0.0000	.000	LS	27,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.0	0.00	
139	Yard Piping South - 8" WAS	0.0000	.000	LS	3,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.0	0.00	
140	Yard Piping South - 10" RAW	0.0000	.000	LS	66,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.0	0.00	
141	Yard Piping South - 12" ALP	0.0000	.000	LS	30,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.0	0.00	
142	Yard Piping East - 6" Supernat Supernatant	0.0000	.000	LS	12,000.00	100.00 %	12,000.00	0.00 %	0.00	100.00 %	12,000.00	100.0	399.15	
143	Yard Piping East - 12" Raw	0.0000	.000	LS	59,000.00	100.00 %	59,000.00	0.00 %	0.00	100.00 %	59,000.00	100.0	1,962.47	
144	24" Secondary Eff Tie-in	0.0000	.000	LS	20,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.0	0.00	
Total	**SBR 1&2 - Yard Piping(Outside)**				2,636,500.00		2,399,300.00		0.00		2,399,300.00		79,806.14	
08	**Pump Station (Area 32)**													
145	Deliver Splitter Feed Area 32	0.0000	.000	LS	222,500.00	100.00 %	222,500.00	0.00 %	0.00	100.00 %	222,500.00	100.0	7,400.85	

Application and Certificate For Payment -- page 4

To Owner: Lyon County Utilities
From (Contractor): Farr Construction Corporation dba Resource Development Company
Project: Lyon Co. Rolling A WWTP

Application No: 18 Date: 03/31/25 Period To: 03/31/25
Contractor's Job Number: 23-026-A
Architect's Project No:

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application Quantity	Work Completed Previous Application Amount	Work Completed This Period Quantity	Work Completed This Period Amount	Completed and Stored To Date Quantity	Completed and Stored To Date Amount	%	Retention	Memo
146	Subgrade - Pump Station Area 32	0.0000	.000	LS	37,000.00	100.00 %	37,000.00	0.00 %	0.00	100.00 %	37,000.00	100.0	1,230.70	
147	Under Slab Piping - Pump Stati Area 32	0.0000	.000	LS	29,000.00	100.00 %	29,000.00	0.00 %	0.00	100.00 %	29,000.00	100.0	964.61	
148	Install Underground Conduit Area 32	0.0000	.000	LS	14,000.00	100.00 %	14,000.00	0.00 %	0.00	100.00 %	14,000.00	100.0	465.67	
149	FPS Pump Station Concrete & Re Rebar. Area 32.	0.0000	.000	LS	369,000.00	100.00 %	369,000.00	0.00 %	0.00	100.00 %	369,000.00	100.0	12,273.77	
150	Waterproofing Pump Station Area 32	0.0000	.000	LS	11,500.00	100.00 %	11,500.00	0.00 %	0.00	100.00 %	11,500.00	100.0	382.52	
151	Set Mixing & Splitter Pumps Area 32	0.0000	.000	LS	23,000.00	80.00 %	18,400.00	0.00 %	0.00	80.00 %	18,400.00	80.0	612.03	
152	Building CMU - Pump Station Area 32	0.0000	.000	LS	105,000.00	100.00 %	105,000.00	0.00 %	0.00	100.00 %	105,000.00	100.0	3,492.54	
153	Roofing - Pump Station Area 32	0.0000	.000	LS	245,500.00	100.00 %	245,500.00	0.00 %	0.00	100.00 %	245,500.00	100.0	8,165.88	
154	HVAC - Pump Station Area 32	0.0000	.000	LS	65,000.00	95.00 %	61,750.00	0.00 %	0.00	95.00 %	61,750.00	95.0	2,053.94	
155	Mechanical - Pump Station Area 32	0.0000	.000	LS	35,000.00	100.00 %	35,000.00	0.00 %	0.00	100.00 %	35,000.00	100.0	1,164.18	
156	Paint & Coating - Pump Station Area 32	0.0000	.000	LS	25,000.00	95.00 %	23,750.00	0.00 %	0.00	95.00 %	23,750.00	95.0	789.98	
157	Electrical - Pump Station Area 32	0.0000	.000	LS	233,000.00	32.04 %	74,650.00	6.22 %	14,500.00	38.26 %	89,150.00	38.3	2,965.33	
Total Pump Station (Area 32)					1,414,500.00		1,247,050.00		14,500.00		1,261,550.00		41,962.00	
09 Solids Handling Building														
158	Deliver Screw Press Area 80	0.0000	.000	LS	610,000.00	90.00 %	549,000.00	0.00 %	0.00	90.00 %	549,000.00	90.0	18,260.98	
159	Install Screw Press - Solids H Area 80	0.0000	.000	LS	29,000.00	100.00 %	29,000.00	0.00 %	0.00	100.00 %	29,000.00	100.0	964.61	
160	Solids Handling 3" DS Connecti Area 80	0.0000	.000	LS	9,500.00	100.00 %	9,500.00	0.00 %	0.00	100.00 %	9,500.00	100.0	315.99	
161	Electrical - Solid Handling Area 80	0.0000	.000	LS	9,000.00	100.00 %	9,000.00	0.00 %	0.00	100.00 %	9,000.00	100.0	299.36	
Total Solids Handling Building					657,500.00		596,500.00		0.00		596,500.00		19,840.94	
10 Emergency Pond														
162	Demo Pond Sludge Lagoon Area 15	0.0000	.000	LS	172,000.00	100.00 %	172,000.00	0.00 %	0.00	100.00 %	172,000.00	100.0	5,721.11	
163	Cut/Fill - Emergency Pond Area 15	0.0000	.000	LS	1,245,000.00	100.00 %	1,245,000.00	0.00 %	0.00	100.00 %	1,245,000.00	100.0	41,411.51	
164	Piping/Manhole - Emergency Pon Area 15	0.0000	.000	LS	44,000.00	100.00 %	44,000.00	0.00 %	0.00	100.00 %	44,000.00	100.0	1,463.54	
165	Finish Grade - Emergency Pond Area 15	0.0000	.000	LS	71,000.00	100.00 %	71,000.00	0.00 %	0.00	100.00 %	71,000.00	100.0	2,361.62	
166	Appurtenances - Emergency Pond Area 15	0.0000	.000	LS	21,000.00	100.00 %	21,000.00	0.00 %	0.00	100.00 %	21,000.00	100.0	698.51	
167	Pond Lining - Emergency Pond Area 15	0.0000	.000	LS	95,000.00	100.00 %	95,000.00	0.00 %	0.00	100.00 %	95,000.00	100.0	3,159.91	
168	Electrical - Emergency Pond Area 15	0.0000	.000	LS	7,500.00	20.00 %	1,500.00	75.00 %	5,625.00	95.00 %	7,125.00	95.0	236.99	
Total Emergency Pond					1,655,500.00		1,649,500.00		5,625.00		1,655,125.00		55,053.19	
11 Electrical - Headworks Elec Ro														

To Owner: Lyon County Utilities
From (Contractor): Farr Construction Corporation dba Resource Development Company
Project: Lyon Co. Rolling A WWTP

Application No: 18 Date: 03/31/25 Period To: 03/31/25
Contractor's Job Number: 23-026-A
Architect's Project No:

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application Quantity	Work Completed Previous Application Amount	Work Completed This Period Quantity	Work Completed This Period Amount	Completed and Stored To Date Quantity	Completed and Stored To Date Amount	%	Retention	Memo
169	Electrical - Head Works Room Area 20	0.0000	.000	LS	200,000.00	9.30 %	18,600.00	0.00 %	0.00	9.30 %	18,600.00	9.3	618.68	
Total	**Electrical - Headworks Elec Ro**				200,000.00		18,600.00		0.00		18,600.00		618.68	
12	**Flow Splitter & Meter Vault**													
170	Deliver Jensen Precast Materia Area 25	0.0000	.000	LS	46,500.00	100.00 %	46,500.00	0.00 %	0.00	100.00 %	46,500.00	100.0	1,546.70	
171	Piping / Excavation - Flow Spl Area 25	0.0000	.000	LS	44,000.00	100.00 %	44,000.00	0.00 %	0.00	100.00 %	44,000.00	100.0	1,463.54	
172	FPS - Concrete - Flow Splitter Area 25	0.0000	.000	LS	134,000.00	100.00 %	134,000.00	0.00 %	0.00	100.00 %	134,000.00	100.0	4,457.14	
173	Weir - Flow Splitter Area 25	0.0000	.000	LS	12,000.00	100.00 %	12,000.00	0.00 %	0.00	100.00 %	12,000.00	100.0	399.15	
174	Grating - Flow Splitter Area 25	0.0000	.000	LS	16,000.00	100.00 %	16,000.00	0.00 %	0.00	100.00 %	16,000.00	100.0	532.20	
175	Set Meter Vaults Area 25	0.0000	.000	LS	5,500.00	100.00 %	5,500.00	0.00 %	0.00	100.00 %	5,500.00	100.0	182.94	
176	Flow Meter Install Area 25	0.0000	.000	LS	125,000.00	100.00 %	124,994.30	0.00 %	0.00	100.00 %	124,994.30	100.0	4,157.59	
211	Electrical - Flow Splitter Area 25	0.0000	.000	LS	16,000.00	66.00 %	10,560.00	0.00 %	0.00	66.00 %	10,560.00	66.0	351.25	
Total	**Flow Splitter & Meter Vault**				399,000.00		393,554.30		0.00		393,554.30		13,090.51	
13	**SBR5 / Equalization Basin**													
177	Deliver Aeration Injection Ski Area 30	0.0000	.000	LS	69,500.00	100.00 %	69,500.00	0.00 %	0.00	100.00 %	69,500.00	100.0	2,311.73	
178	SBR5 Demo Piping Area 30	0.0000	.000	LS	26,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.0	0.00	
179	SBR5 Demo Concrete Area 30	0.0000	.000	LS	65,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.0	0.00	
180	Piping - EQ Basin Area 30	0.0000	.000	LS	48,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.0	0.00	
181	Install Venturi Skid - EQ Basi Area 30	0.0000	.000	LS	24,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.0	0.00	
182	Electrical - Equalization Basi Area 30	0.0000	.000	LS	35,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.0	0.00	
Total	**SBR5 / Equalization Basin**				267,500.00		69,500.00		0.00		69,500.00		2,311.73	
14	**SBR 1A/B & 2 - Digester Retrof**													
183	Deliver Sanitaire Equipment Area 70	0.0000	.000	LS	400,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.0	0.00	
184	Demo Piping & Equipment Area 70	0.0000	.000	LS	48,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.0	0.00	
185	Demo Concrete - SBR 1A/B & 2 Area 70	0.0000	.000	LS	95,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.0	0.00	
186	SS Piping - Digesters 1&2 Area 70	0.0000	.000	LS	3,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.0	0.00	
187	Stainless Aeration - Digesters Area 70	0.0000	.000	LS	60,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.0	0.00	
188	DS Pumps - Digesters 1&2 Area 70	0.0000	.000	LS	13,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.0	0.00	
189	Electrical - Digesters 1&2 Area 70	0.0000	.000	LS	172,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.0	0.00	
190	Waste Mixers - Digesters 1&2 Area 70	0.0000	.000	LS	22,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.0	0.00	
191	Handrail - Digesters 1&2 (2.I) Area 70	0.0000	.000	LS	18,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.0	0.00	

Application and Certificate For Payment -- page 6

To Owner: Lyon County Utilities
From (Contractor): Farr Construction Corporation dba Resource Development Company
Project: Lyon Co. Rolling A WWTP

Application No: 18 Date: 03/31/25 Period To: 03/31/25
Contractor's Job Number: 23-026-A
Architect's Project No:

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application Quantity	Work Completed Previous Application Amount	Work Completed This Period Quantity	Work Completed This Period Amount	Completed and Stored To Date Quantity	Completed and Stored To Date Amount	Completed and Stored To Date %	Retention	Memo
Total SBR 1A/B & 2 - Digester Retrof					831,000.00		0.00		0.00		0.00		0.00	
15 Operations Building														
192	Deliver Sanitaire Blowers Area 75	0.0000	.000	LS	400,000.00	100.00 %	400,000.00	0.00 %	0.00	100.00 %	400,000.00	100.0	13,304.90	
193	Demo Blowers / Pipe - Ops Bldg Area 75	0.0000	.000	LS	21,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.0	0.00	
194	Blower Install - Ops Bldg Area 75	0.0000	.000	LS	24,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.0	0.00	
195	Piping - Ops Bldg Area 75	0.0000	.000	LS	18,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.0	0.00	
196	Electrical - Ops Bldg Area 75	0.0000	.000	LS	28,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.0	0.00	
Total Operations Building					491,000.00		400,000.00		0.00		400,000.00		13,304.90	
16 SBR 3&4 - Upgrade & Decommissi														
197	Demo Mechanical - SBR 3 Area 45 & 46	0.0000	.000	LS	49,500.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.0	0.00	
198	Demo Conc & Railing - SBR 3 Area 45 & 46	0.0000	.000	LS	82,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.0	0.00	
199	Process Piping - SBR 3 Area 45 & 46	0.0000	.000	LS	7,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.0	0.00	
200	Stainless Piping - SBR 3 Area 45 & 46	0.0000	.000	LS	4,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.0	0.00	
201	WAS Pump & Connections - SBR3 Area 45 & 46	0.0000	.000	LS	4,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.0	0.00	
202	Demo Mechanical - SBR 4 Area 45 & 46	0.0000	.000	LS	35,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.0	0.00	
203	Demo Conc & Railing - SBR 4 Area 45 & 46	0.0000	.000	LS	84,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.0	0.00	
204	Process Piping - SBR 4 Area 45 & 46	0.0000	.000	LS	7,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.0	0.00	
205	Stainless Piping - SBR 4 Area 45 & 46	0.0000	.000	LS	4,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.0	0.00	
206	WAS Pump & Connections - SBR 4 Area 45 & 46	0.0000	.000	LS	4,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.0	0.00	
207	SW - Fence Area 45 & 46	0.0000	.000	LS	42,000.00	100.00 %	42,000.00	0.00 %	0.00	100.00 %	42,000.00	100.0	1,397.01	
Total SBR 3&4 - Upgrade & Decommissi					322,500.00		42,000.00		0.00		42,000.00		1,397.01	
17 Project Closeout														
208	Final Facility Performance Tes	0.0000	.000	LS	25,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.0	0.00	
209	Closeout / Final Inspections /Spare Parts & O&M	0.0000	.000	LS	10,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.0	0.00	
211	Demobilization	0.0000	.000	LS	90,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.0	0.00	
Total Project Closeout					125,000.00		0.00		0.00		0.00		0.00	
18 Force Account														
210	FORCE ACCOUNT	0.0000	.000	LS	1,372,699.55	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.0	0.00	
WCD 02	WCD 002 - EQ Pump Station	0.0000	.000	LS	32,520.00	100.00 %	32,520.00	0.00 %	0.00	100.00 %	32,520.00	100.0	1,081.69	

Application and Certificate For Payment -- page 7

To Owner: Lyon County Utilities
From (Contractor): Farr Construction Corporation dba Resource Development Company
Project: Lyon Co. Rolling A WWTP

Application No: 18 Date: 03/31/25 Period To: 03/31/25
Contractor's Job Number: 23-026-A
Architect's Project No:

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application Quantity	Work Completed Previous Application Amount	Work Completed This Period Quantity	Work Completed This Period Amount	Completed and Stored To Date Quantity	Completed and Stored To Date Amount	%	Retention	Memo
WCD 03	WCD 003 - 12" Emergency Pond Tie-in	0.0000	.000	LS	5,929.00	100.00 %	5,929.00	0.00 %	0.00	100.00 %	5,929.00	100.0	197.21	
WCD 04	WCD 004 - Scum Valves	0.0000	.000	LS	45,957.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.0	0.00	
WCD 05	WCD 005 - Rip Rap	0.0000	.000	LS	-3,780.00	100.00 %	-3,780.00	0.00 %	0.00	100.00 %	-3,780.00	100.0	-125.73	
WCD 06	WCD 006 - 6" SN Pipe Support	0.0000	.000	LS	1,533.00	100.00 %	1,533.00	0.00 %	0.00	100.00 %	1,533.00	100.0	50.99	
WCD 07	WCD 007 - Screw Press Filtrate	0.0000	.000	LS	4,136.00	50.00 %	2,068.00	0.00 %	0.00	50.00 %	2,068.00	50.0	68.79	
WCD 08	WCD 008 - 24" SE & 12" ALP Re-	0.0000	.000	LS	265,247.00	85.00 %	225,459.95	0.00 %	0.00	85.00 %	225,459.95	85.0	7,499.31	
WCD 09	WCD 009 - 12" CSE_4" DS_HTWax	0.0000	.000	LS	56,625.00	95.00 %	53,793.75	0.00 %	0.00	95.00 %	53,793.75	95.0	1,789.30	
WCD 10	WCD 010 - 10" RS Slurry	0.0000	.000	LS	2,390.00	100.00 %	2,390.00	0.00 %	0.00	100.00 %	2,390.00	100.0	79.50	
WCD 11	WCD 011 - Blower VFD Diagram	0.0000	.000	LS	-4,100.00	100.00 %	-4,100.00	0.00 %	0.00	100.00 %	-4,100.00	100.0	-136.38	
WCD 12	WCD 012 - 10" ALP SST	0.0000	.000	LS	9,386.45	100.00 %	9,386.45	0.00 %	0.00	100.00 %	9,386.45	100.0	312.21	
WCD 13	WCD 013 - Aeration Piping	0.0000	.000	LS	16,554.00	10.99 %	1,819.07	36.59 %	6,056.68	47.58 %	7,875.75	47.6	261.97	
WCD 14	WCD 014 - Engineering Trailer	0.0000	.000	LS	-2,517.00	0.00 %	0.00	100.00 %	-2,517.00	100.00 %	-2,517.00	100.0	-83.72	
WCD01	WCD 001 - Dismantling Joint Cr	0.0000	.000	LS	-2,580.00	100.00 %	-2,580.00	0.00 %	0.00	100.00 %	-2,580.00	100.0	-85.77	
Total Force Account					1,800,000.00		324,439.22		3,539.68		327,978.90		10,909.37	
	Application Total				19,990,000.00		14,971,829.52		52,704.68		15,024,534.20		499,750.00	

DOWL

Work Change Directive (WCD)

Work Change Directive No. 01

Owner:	Lyon County Utilities	Issuance Date:	08/30/23
Engineer:	DOWL	Effective Date:	08/30/23
Contractor:	Farr Construction Corp. dba Resource Development Company	Project Name:	Rolling 'A' WWTF Phase 4 Expansion Project
		DOWL Project No.:	2353

Contractor is directed to proceed promptly with the following changes:

Description of changes:
The County has a 12" Dismantling Joint that will be provided to the Contractor. Contractor is providing a credit for the material price in the amount of **$2,580.00**.

The credit will be applied to Bid Item 2 (Force Account). The remaining balance of Bid Item 2 is $1,802,580.

Document References:
Plan Sheet: _____ Specification No: _____

Attachments: Change Order Request (Credit) with supplier price quote dated 06/02/2023 from RDC.

Purpose for Work Change Directive:
Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

- ☐ Non-agreement on pricing of proposed change.
- ☒ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:
- ☒ Unit Price
- ☐ Lump Sum
- ☐ Time & Materials
- ☐ Other: _____

Method of determining change in Contract Times
- ☐ Contractor's Records
- ☐ Engineer's Records
- ☐ Other: N/A

Estimated increase (decrease) in Contract Price:
None (Amount applies to Force Account bid item)

Estimated increase (decrease) in Contract Times:
Substantial Completion (days): None
Ready for Final Payment (days): None

RECOMMENDED:	ACCEPTED:	APPROVED:
By: _____	By: _____	By: _____
Damon McAlister, PE (DOWL)	Garrett Queen (Farr Construction Corp. dba. Resource Development Company)	David Bruketta (Lyon County)
Title: Project Manager	Title: Project Manager	Title: Utilities Director
Date: 8/30/23	Date: 8/31/23	Date: 12/6/2023

FARR CONSTRUCTION CORPORATION dba
RESOURCE DEVELOPMENT COMPANY

CHANGE ORDER REQUEST

Lyon County Utilities Department
34 Lakes Blvd.
P.O Box 1699
Dayton, NV 89403

Tuesday, September 12, 2023

ATTENTION: David Bruketta
PROJECT: Lyon County - Rolling 'A' Wastewater Treatment Facility
REFERENCE:
RDC JOB NO.: 23-026-A

Mr. Bruketta,

RDC would like to present a credit regarding the 12" DJ400 Dismantling Joint.

Bid Item No.	Description	COR Amount
	WNS - 12" DJ400 Dismantling Joint	-$2,580.00
		$ -

Original Contract Amount	$	19,990,000.00
Contract Changes Made by Previous Contract Change Orders	$	-
Force Account Balance:	$	1,800,000.00
Revised Contract Amount per Previous Change Orders	$	1,800,000.00
Contract Change per this COR		-$2,580.00
Revised Contract Amount per this COR	**$**	**1,802,580.00**

Please sign and return this Change Order Request for execution to begin work

Signature: _____
Name: _____
Title: _____
Date: _____

By: Garrett Queen
Date: 9/12/2023

DOWL

Work Change Directive (WCD)

Work Change Directive No. 02

Owner:	Lyon County Utilities	Issuance Date:	02/01/24
Engineer:	DOWL	Effective Date:	01/01/24
Contractor:	Farr Construction Corp. dba Resource Development Company	Project Name:	Rolling 'A' WWTF Phase 4 Expansion Project
		DOWL Project No.:	2353

Contractor is directed to proceed promptly with the following changes:

Description of changes:

Contractor encountered a conflict with the existing electrical duct bank (concrete encased) and the Equalization Pump Station (EQ PS) foundation. This is considered an unforeseen condition, as the duct bank was not per the Phase 3 Record Drawings. To mitigate the conflict, the EQ PS is relocated to the north by 3-ft. In addition, the mechanical piping between the EQ PS and the Equalization Basin (EQ Basin) was revised to avoid the electrical duct bank, including revisions to the mechanical piping within the EQ PS. The cost increase of the design change amounts to **$32,520.00**.

Reimbursement will be taken from Bid Item 2 – Force Account. The remaining balance of Bid Item 2 is **$1,770,060**.

Document References:

Plan Sheet: 10-C2.02; 30-M2.01; 30-M3.01&4.01; 32-M4.01&4.03

Specification No:

Attachments:

- Price quote and cost breakdown (Change Order Request #4) from RDC.
- RFI #032 – EQ Pump Station Utilities.

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

☐ Non-agreement on pricing of proposed change.
☒ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:

☐ Unit Price
☒ Lump Sum
☐ Time & Materials
☐ Other:

Method of determining change in Contract Times

☐ Contractor's Records
☐ Engineer's Records
☒ Other: N/A

Estimated increase (decrease) in Contract Price:

None (Amount applies to Force Account bid item)

Estimated increase (decrease) in Contract Times:

Substantial Completion (days): None
Ready for Final Payment (days): None

RECOMMENDED:	ACCEPTED:	APPROVED:
By:	By:	By:
Damon McAlister, PE (DOWL)	Garrett Queen (Farr Construction Corp. dba. Resource Development Company)	David Bruketta (Lyon County)
Title: Project Manager	Title: Project Manager	Title: Utilities Director
Date: 02/01/24	Date: 2/2/24	Date: 2/7/2024

FARR CONSTRUCTION CORPORATION dba
RESOURCE DEVELOPMENT COMPANY

CHANGE ORDER REQUEST

Lyon County Utilities Department
34 Lakes Blvd.
P.O Box 1699
Dayton, NV 89403

Friday, January 26, 2024
COR No. : 4

ATTENTION: David Bruketta
PROJECT: Lyon County - Rolling 'A' Wastewater Treatment Facility
REFERENCE:
RDC JOB NO.: 23-026-A

Mr. Bruketta,

RDC would like to present a potential change request regarding the Pump Station Plan adjustments within the RFI #032 response. The work included in this change consist of the following: (a) Re-grade to accommodate the raised pipe elevation from the original center line of 4281.50 (12" RS & 10" RS) to the center line elevations of 4282.10 (10" RS) and 4282.20 (12" RS), as indicated on RFI sheet 32-M4.01 (b) Addition of 1.25 feet of fill placement on the exterior west side of the building (c) Piping material adjustments shown on RFI sheet 32-M4.01 (d) Survey Re-stake due to the 3' building shift

Bid Item No.	Description	COR Amount
	RDC - Pump Station Adjustments - RFI #032	$32,520.00

Original Contract Amount	$	19,990,000.00
Contract Changes Made by Previous Contract Change Orders	$	2,580.00
Force Account Balance:	$	1,800,000.00
Revised Force Account Amount per Previous Change Orders	$	1,802,580.00
Force Account Change per this COR		$32,520.00
Revised Force Account Amount per this COR	**$**	**1,770,060.00**

Please sign and return this Change Order Request for execution to begin work

Signature: _____
Name: _____
Title: _____
Date: _____

By: Garrett Queen
Date: 1/26/2024

DOWL

Work Change Directive (WCD)

Work Change Directive No. 03

Owner:	Lyon County Utilities	Issuance Date:	02/01/24
Engineer:	DOWL	Effective Date:	11/29/23
Contractor:	Farr Construction Corp. dba Resource Development Company	Project Name:	Rolling 'A' WWTF Phase 4 Expansion Project
		DOWL Project No.:	2353

Contractor is directed to proceed promptly with the following changes:

Description of changes:
Sheet 10-C2.03 called for a connection (12" Headworks Bypass Connection Detail) to an existing 12" wye fitting downstream of the Influent Pump Station. Contractor potholed the connection and found that the existing wye is 12"x8". The 12" gate valve and fittings for the connection had to be revised to 8". The cost increase of the change amounts to **$5,929.00**.

Reimbursement will be taken from Bid Item 2 – Force Account. The remaining balance of Bid Item 2 is **$1,764,131.00**.

Document References:
Plan Sheet: 10-C2.03 Specification No: _____

Attachments:
- Price quote and cost breakdown (Change Order Request #5) from RDC.
- RFI #038 – Emergency Pond 12-inch Tie-in.

Purpose for Work Change Directive:
Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

☐ Non-agreement on pricing of proposed change.
☒ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:
☐ Unit Price
☒ Lump Sum
☐ Time & Materials
☐ Other:

Method of determining change in Contract Times
☐ Contractor's Records
☐ Engineer's Records
☒ Other: N/A

Estimated increase (decrease) in Contract Price:
None (Amount applies to Force Account bid item)

Estimated increase (decrease) in Contract Times:
Substantial Completion (days): None
Ready for Final Payment (days): None

RECOMMENDED:	ACCEPTED:	APPROVED:
By: _____	By: _____	By: _____
Damon McAlister, PE (DOWL)	Garrett Queen (Farr Construction Corp. dba. Resource Development Company)	David Bruketta (Lyon County)
Title: Project Manager	Title: Project Manager	Title: Utilities Director
Date: 02/01/24	Date: 2/2/24	Date: 2/7/2024

FARR CONSTRUCTION CORPORATION dba
RESOURCE DEVELOPMENT COMPANY

CHANGE ORDER REQUEST

Lyon County Utilities Department
34 Lakes Blvd.
P.O Box 1699
Dayton, NV 89403

Friday, January 26, 2024
COR No. : 5

ATTENTION: David Bruketta
PROJECT: Lyon County - Rolling 'A' Wastewater Treatment Facility
REFERENCE:
RDC JOB NO.: 23-026-A

Mr. Bruketta,

RDC would like to present a potential change request regarding the 12" Headworks Bypass Connection Detail. RDC conducted a pot hole operation to reveal the existing 12" wye. On the original plan sheet, the line is stated to be a 12" x 12" wye but on site it was verified to be a 12" x 8" wye. RFI #038 resulted in the updated plan sheet 10-C2.03. The adjustment of fittings shown in the RFI response will result in additional materials and an increase of pre-bolt up time. Please, see the attached supporting documentation as well as the change proposal pricing.

Bid Item No.	Description	COR Amount
	RDC - Emergency Pond 12" Tie-in - RFI #038	$5,929.00

Original Contract Amount	$	19,990,000.00
Contract Changes Made by Previous Contract Change Orders	$	2,580.00
Force Account Balance:	$	1,800,000.00
Revised Force Account Amount per Previous Change Orders	$	1,770,060.00
Force Account Change per this COR	$	5,929.00
Revised Force Account Amount per this COR	**$**	**1,764,131.00**

Please sign and return this Change Order Request for execution to begin work

Signature: _____
Name: _____
Title: _____
Date: _____

By: Garrett Queen
Date: 1/26/2024

DOWL

Work Change Directive (WCD)

Work Change Directive No. 04

Owner:	Lyon County Utilities	Issuance Date:	02/01/24
Engineer:	DOWL	Effective Date:	02/01/24
Contractor:	Farr Construction Corp. dba Resource Development Company	Project Name:	Rolling 'A' WWTF Phase 4 Expansion Project
		DOWL Project No.:	2353

Contractor is directed to proceed promptly with the following changes:

Description of changes:
Four scum valves were provided by Sanitaire as part of their Scope of Supply, as called for in Section 46 53 53 – Sequencing Batch Reactor. This was an error in the specifications, as the Plans and valve technical specifications did not include the installation of scum valves in the reactor basins. Rather than request a credit for the valves, the County requested that these valves be installed at new SBRs 1&2 and at existing SBRs 3&4, but only stubbed out at the reactor wall. Extension of the scum piping to the Digesters may be performed on a future project. The cost increase of the change amounts to **$45,957.00**.

Reimbursement will be taken from Bid Item 2 – Force Account. The remaining balance of Bid Item 2 is **$1,718,174.00**.

Document References:
Plan Sheet: 40-M2.01 & M4.01; 45-M2.01 & M4.01; 46-M2.01 Specification No:

Attachments:
- Price quote and cost breakdown (Change Order Request #6) from RDC.
- RFI #011 – Scum Valves.

Purpose for Work Change Directive:
Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:
- ☐ Non-agreement on pricing of proposed change.
- ☒ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:
- ☐ Unit Price
- ☒ Lump Sum
- ☐ Time & Materials
- ☐ Other:

Method of determining change in Contract Times
- ☐ Contractor's Records
- ☐ Engineer's Records
- ☒ Other: N/A

Estimated increase (decrease) in Contract Price:
None (Amount applies to Force Account bid item)

Estimated increase (decrease) in Contract Times:
Substantial Completion (days): None
Ready for Final Payment (days): None

RECOMMENDED:	ACCEPTED:	APPROVED:
By:	By:	By:
Damon McAlister, PE (DOWL)	Garrett Queen (Farr Construction Corp. dba. Resource Development Company)	David Bruketta (Lyon County)
Title: Project Manager	Title: Project Manager	Title: Utilities Director
Date: 02/01/24	Date: 2/6/24	Date: 2/7/2024

FARR CONSTRUCTION CORPORATION dba
RESOURCE DEVELOPMENT COMPANY

CHANGE ORDER REQUEST

Lyon County Utilities Department
34 Lakes Blvd.
P.O Box 1699
Dayton, NV 89403

Thursday, February 1, 2024
COR No. : 6

ATTENTION: David Bruketta
PROJECT: Lyon County - Rolling 'A' Wastewater Treatment Facility
REFERENCE:
RDC JOB NO.: 23-026-A

Mr. Bruketta,

RDC would like to present a change order request regarding the Scum Valve installation determined in RFI #011. The work included in this change are the following: (1) Additional 4" pipe and pipe fittings for SBR's 1,2,3 & 4, (2) Labor to install all four valves per the revised drawings shown in RFI#011, and (3) Additional Subcontractor costs. Please, see the attached documentation.

Bid Item No.	Description	COR Amount
	RDC - Scum Valves - RFI #011	$45,957.00

Original Contract Amount	$	19,990,000.00
Contract Changes Made by Previous Contract Change Orders	$	2,580.00
Force Account Balance:	$	1,800,000.00
Revised Force Account Amount per Previous Change Orders	$	1,764,131.00
Force Account Change per this COR		$45,957.00
Revised Force Account Amount per this COR	**$**	**1,718,174.00**

Please sign and return this Change Order Request for execution to begin work

Signature: _____
Name: _____
Title: _____
Date: _____

By: Garrett Queen
Date: 2/1/2024

DOWL

Work Change Directive (WCD)

Work Change Directive No. 05

Owner:	Lyon County Utilities	Issuance Date:	02/01/24
Engineer:	DOWL	Effective Date:	02/01/24
Contractor:	Farr Construction Corp. dba Resource Development Company	Project Name:	Rolling 'A' WWTF Phase 4 Expansion Project
		DOWL Project No.:	2353

Contractor is directed to proceed promptly with the following changes:

Description of changes:
The Contractor will be leaving the salvaged riprap from the Emergency Pond on-site instead of hauling and disposing of it off-site. A large portion of the salvaged riprap will be placed around along the pond's exterior embankment for stabilization, as called for in RFI 045. Contractor is providing a **credit** for the reduction in equipment and labor costs in the amount of **$3,780.00**.

The credit will be applied to Bid Item 2 (Force Account). The remaining balance of Bid Item 2 is **$1,721,954.00**.

Document References:
Plan Sheet: 15-C2.01

Specification No:

Attachments: Change Order Request (Credit) with Contractor price quote dated 01/09/2024 from RDC.
RFI 045 Emergency Riprap.

Purpose for Work Change Directive:
Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

- ☐ Non-agreement on pricing of proposed change.
- ☒ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:

- ☐ Unit Price
- ☐ Lump Sum
- ☒ Time & Materials
- ☐ Other:

Method of determining change in Contract Times

- ☐ Contractor's Records
- ☐ Engineer's Records
- ☐ Other: N/A

Estimated increase (decrease) in Contract Price:
None (Amount applies to Force Account bid item)

Estimated increase (decrease) in Contract Times:
Substantial Completion (days): None
Ready for Final Payment (days): None

RECOMMENDED:	ACCEPTED:	APPROVED:
By:	By:	By:
Damon McAlister, PE (DOWL)	Garrett Queen (Farr Construction Corp. dba. Resource Development Company)	David Bruketta (Lyon County)
Title: Project Manager	Title: Project Manager	Title: Utilities Director
Date: 02/02/24	Date: 2/6/24	Date: 2/7/2024

FARR CONSTRUCTION CORPORATION dba
RESOURCE DEVELOPMENT COMPANY

CHANGE ORDER REQUEST

Lyon County Utilities Department
34 Lakes Blvd.
P.O Box 1699
Dayton, NV 89403

Thursday, February 1, 2024
COR No. : 7

ATTENTION: David Bruketta
PROJECT: Lyon County - Rolling 'A' Wastewater Treatment Facility
REFERENCE:
RDC JOB NO.: 23-026-A

Mr. Bruketta,

RDC would like to present a change order per below for leaving the salvaged Rip-Rap from the Emergency Pond onsite and placing some around the outlined area as in RFI #045. Please, see the attached documents for futher detail.

Bid Item No.	Description	COR Amount
	RDC - Rip Rap Emergency Pond RFI#045	-$3,780.00

Original Contract Amount	$	19,990,000.00
Contract Changes Made by Previous Contract Change Orders	$	2,580.00
Force Account Balance:	$	1,800,000.00
Revised Force Account Amount per Previous Change Orders	$	1,718,174.00
Force Account Change per this COR		-$3,780.00
Revised Force Account Amount per this COR	**$**	**1,721,954.00**

Please sign and return this Change Order Request for execution to begin work

Signature: _____
Name: _____
Title: _____
Date: _____

By: Garrett Queen
Date: 2/1/2024

DOWL

Work Change Directive (WCD)

Work Change Directive No. 06

Owner:	Lyon County Utilities	Issuance Date:	04/29/24
Engineer:	DOWL	Effective Date:	04/29/24
Contractor:	Farr Construction Corp. dba Resource Development Company	Project Name:	Rolling 'A' WWTF Phase 4 Expansion Project
		DOWL Project No.:	2353

Contractor is directed to proceed promptly with the following changes:

Description of changes:
Presented is the addition of a 6-inch pipe support on the SN line to prevent undue stress on the section of pipe and to reduce risk of failure or leaks. This 6-inch pipe support will be located on the Inflow Channel wall where the 6" SN drops into the channel (See Sheet 10-C4.02, Detail 1). Pipe support is a carbon steel with a HDG (Galvanized) finish. The cost increase of the change amounts to **$1,533.00**.

Reimbursement will be taken from Bid Item 2 – Force Account. The remaining balance of Bid Item 2 is **$1,720,421.00**.

Document References:
Plan Sheet: 10-C4.02 Specification No: _____

Attachments:
- Price quote and cost breakdown (Change Order Request #10) from RDC dated 04/19/2024.

Purpose for Work Change Directive:
Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:
- ☐ Non-agreement on pricing of proposed change.
- ☒ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:
- ☐ Unit Price
- ☒ Lump Sum
- ☐ Time & Materials
- ☐ Other:

Method of determining change in Contract Times
- ☐ Contractor's Records
- ☐ Engineer's Records
- ☒ Other: N/A

Estimated increase (decrease) in Contract Price:
None (Amount applies to Force Account bid item)

Estimated increase (decrease) in Contract Times:
Substantial Completion (days): None
Ready for Final Payment (days): None

RECOMMENDED:	ACCEPTED:	APPROVED:
By: _____	By: _____	By: _____
Damon McAlister, PE (DOWL)	Garrett Queen (Farr Construction Corp. dba. Resource Development Company)	David Bruketta (Lyon County)
Title: Project Manager	Title: Project Manager	Title: Utilities Director
Date: 04/29/24	Date: 5/8/24	Date: 5/9/2024

FARR CONSTRUCTION CORPORATION dba
RESOURCE DEVELOPMENT COMPANY

CHANGE ORDER REQUEST

Lyon County Utilities Department
34 Lakes Blvd.
P.O Box 1699
Dayton, NV 89403

Friday, April 19, 2024
COR No. : 10

ATTENTION: David Bruketta
PROJECT: Lyon County - Rolling 'A' Wastewater Treatment Facility
REFERENCE:
RDC JOB NO.: 23-026-A

Mr. Bruketta,

RDC would like to present a change order request for the additional pipe support on the 6" SN line. The pipe support location and size are indicated on plan sheet 10-C4.02. A 9" tall SST pipe support will be installed to prevent undue stress on the section of pipe reducing the risk of failure and leaks. Please, see the attached documentation below for further information.

Bid Item No.	Description	COR Amount
N/A	RDC - Tristar 6" SN Pipe Support	$1,533.00

Original Contract Amount	$	19,990,000.00
Contract Changes Made by Previous Contract Change Orders	$	78,046.00
Force Account Balance:	$	1,800,000.00
Revised Force Account Amount per Previous Change Orders	$	1,721,954.00
Force Account Change per this COR		$1,533.00
Revised Force Account Amount per this COR	**$**	**1,720,421.00**
INCREASE IN CONTRACT DAYS		

Please sign and return this Change Order Request for execution to begin work

Signature: _____
Name: _____
Title: _____
Date: _____

By: Garrett Queen
Date: 4/19/2024

Work Change Directive (WCD)

Work Change Directive No. 07

Owner:	Lyon County Utilities	Issuance Date:	06/12/24
Engineer:	DOWL	Effective Date:	05/01/24
Contractor:	Farr Construction Corp. dba Resource Development Company	Project Name:	Rolling 'A' WWTF Phase 4 Expansion Project
		DOWL Project No.:	2353

Contractor is directed to proceed promptly with the following changes:

Description of changes:
County requested the installation of sampling ports on the filtrate discharge pipes of both the new and existing FKC screw presses. These ports will make it easier for maintenance staff to obtain filtrate samples for testing, rather than gathering samples from the collection pan on the bottom of the screw press. The cost increase of the change amounts to **$4,136.00**.

Reimbursement will be taken from Bid Item 2 – Force Account. The remaining balance of Bid Item 2 is **$1,716,285.00**.

Document References:
Plan Sheet: N/A Specification No: 46 76 27

Attachments:
- Price quote and cost breakdown (Change Order Request #13) from RDC dated 06/06/2024.

Purpose for Work Change Directive:
Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

☐ Non-agreement on pricing of proposed change.
☒ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:
☐ Unit Price
☒ Lump Sum
☐ Time & Materials
☐ Other:

Method of determining change in Contract Times
☐ Contractor's Records
☐ Engineer's Records
☒ Other: N/A

Estimated increase (decrease) in Contract Price:
None (Amount applies to Force Account bid item)

Estimated increase (decrease) in Contract Times:
Substantial Completion (days): None
Ready for Final Payment (days): None

RECOMMENDED:	ACCEPTED:	APPROVED:
By:	By:	By:
Damon McAlister, PE (DOWL)	Garrett Queen (Farr Construction Corp. dba. Resource Development Company)	David Bruketta (Lyon County)
Title: Project Manager	Title: Project Manager	Title: Utilities Director
Date: 06/12/24	Date: 6/18/24	Date: 6/18/2024

FARR CONSTRUCTION CORPORATION dba
RESOURCE DEVELOPMENT COMPANY

CHANGE ORDER REQUEST

Lyon County Utilities Department
34 Lakes Blvd.
P.O Box 1699
Dayton, NV 89403

Thursday, June 6, 2024
COR No. : 13.1

ATTENTION: David Bruketta
PROJECT: Lyon County - Rolling 'A' Wastewater Treatment Facility
REFERENCE:
RDC JOB NO.: 23-026-A

Mr. Bruketta,

RDC would like to present a change order request for the addition of a 6" Filtrate Sample Port on the existing and the new screw press. This sample port includes the following: (2) 6" Slide Gates, (2) 6" Saddle Taps, and (2) Hose Bibs. Please, see the attached documentation for further information.

Bid Item No.	Description	COR Amount
N/A	RDC - 6" Screw Press Filtrate Sample Port	$ 4,136.00

Original Contract Amount	$	19,990,000.00
Contract Changes Made by Previous Contract Change Orders	$	79,579.00
Force Account Balance:	$	1,800,000.00
Revised Force Account Amount per Previous Change Orders	$	1,720,421.00
Force Account Change per this COR		$4,136.00
Revised Force Account Amount per this COR	**$**	**1,716,285.00**
INCREASE IN CONTRACT DAYS		

Please sign and return this Change Order Request for execution to begin work

Signature: _____
Name: _____
Title: _____
Date: _____

By: Garrett Queen
Date: 6/6/2024

DOWL

Work Change Directive (WCD)

Work Change Directive No. 08

Owner:	Lyon County Utilities	Issuance Date:	07/25/24
Engineer:	DOWL	Effective Date:	07/25/24
Contractor:	Farr Construction Corp. dba Resource Development Company	Project Name:	Rolling 'A' WWTF Phase 4 Expansion Project
		DOWL Project No.:	2353

Contractor is directed to proceed promptly with the following changes:

Description of changes:
Due to conflicts discovered during potholing the 24" Eff line was rerouted to go around the existing basins and tie in on the south side near the chlorine contact chamber. A credit is shown for the portions of the 24" Eff that were not performed while an increased cost was provided for the additional piping. The 12" ALP line was rerouted and shortened showing a credit. The increase in cost on the 12" ALP was for addition of fittings at the connection point. The materials that are unable to be returned but have been purchased shall be provided to the County. The cost increase of the change amounts to **$265,247.00**.

Reimbursement will be taken from Bid Item 2 – Force Account. The remaining balance of Bid Item 2 is **$1,451,038.00**.

Document References:
Plan Sheet: 10-C2.01, 10-C2.02, 10-C3.01, 10-C4.01, 35-C3.01
Specification No: N/A

Attachments:
- Price quote and cost breakdown (Change Order Request #12.2) from RDC dated 07/08/2024.

Purpose for Work Change Directive:
Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:
- ☐ Non-agreement on pricing of proposed change.
- ☒ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:
- ☐ Unit Price
- ☒ Lump Sum
- ☐ Time & Materials
- ☐ Other:

Method of determining change in Contract Times
- ☐ Contractor's Records
- ☐ Engineer's Records
- ☒ Other: N/A

Estimated increase (decrease) in Contract Price:
None (Amount applies to Force Account bid item)

Estimated increase (decrease) in Contract Times:
Substantial Completion (days): None
Ready for Final Payment (days): None

RECOMMENDED:	ACCEPTED:	APPROVED:
By:	By:	By:
Damon McAlister, PE (DOWL)	Garrett Queen (Farr Construction Corp. dba. Resource Development Company)	David Bruketta (Lyon County)
Title: Project Manager	Title: Project Manager	Title: Utilities Director
Date: 07/25/24	Date: 7/29/24	Date: 8/1/2024

FARR CONSTRUCTION CORPORATION dba
RESOURCE DEVELOPMENT COMPANY

CHANGE ORDER REQUEST

Lyon County Utilities Department
34 Lakes Blvd.
P.O Box 1699
Dayton, NV 89403

Monday, July 8, 2024
COR No. : 12.2

ATTENTION: David Bruketta
PROJECT: Lyon County - Rolling 'A' Wastewater Treatment Facility
REFERENCE:
RDC JOB NO.: 23-026-A

Mr. Bruketta,

RDC would like to present a change order request for the 24" Secondary Effluent Tie-in Conflict, 12" ALP Line Tie-in Conflict, and the 6" Tank Drain re-route. Please, see the attached documentation for further detail.

Bid Item No.	Description	COR Amount
N/A	RDC - 24" Secondary Effluent Tie-in Conflict	$ 258,279.00
N/A	RDC - 12" ALP Tie-in Conflict	$ 6,968.00
N/A		

Original Contract Amount	$	19,990,000.00
Contract Changes Made by Previous Contract Change Orders	$	79,579.00
Force Account Balance:	$	1,800,000.00
Revised Force Account Amount per Previous Change Orders	$	1,720,421.00
Force Account Change per this COR		$265,247.00
Revised Force Account Amount per this COR	**$**	**1,455,174.00**
INCREASE IN CONTRACT DAYS		

Please sign and return this Change Order Request for execution to begin work

Signature: _____
Name: _____
Title: _____
Date: _____

By: Garrett Queen
Date: 7/8/2024

DOWL

Work Change Directive (WCD)

Work Change Directive No. 09

Owner:	Lyon County Utilities	Issuance Date:	07/25/24
Engineer:	DOWL	Effective Date:	07/25/24
Contractor:	Farr Construction Corp. dba Resource Development Company	Project Name:	Rolling 'A' WWTF Phase 4 Expansion Project
		DOWL Project No.:	2353

Contractor is directed to proceed promptly with the following changes:

Description of changes:
Additional work required due to conflicts of the 12" CSE line and 4" DS lines while performing work on the west side of existing SBR's. The cost increase of the change amounts to **$21,742.00**.

High Temp wax ALP pipe wrap for corrosion resistance. The cost increase of the change amounts to **$34,883.00**.

Reimbursement will be taken from Bid Item 2 – Force Account. The remaining balance of Bid Item 2 is **$1,394,413.00**.

Document References:
Plan Sheet: N/A Specification No: N/A

Attachments:
- Price quote and cost breakdown (Change Order Request #14.2) from RDC dated 06/28/2024.
- Price quote and cost breakdown (Change Order Request #15) from RDC dated 06/28/2024.

Purpose for Work Change Directive:
Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:
- ☐ Non-agreement on pricing of proposed change.
- ☒ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:
- ☐ Unit Price
- ☒ Lump Sum
- ☐ Time & Materials
- ☐ Other:

Method of determining change in Contract Times
- ☐ Contractor's Records
- ☐ Engineer's Records
- ☒ Other: N/A

Estimated increase (decrease) in Contract Price:
None (Amount applies to Force Account bid item)

Estimated increase (decrease) in Contract Times:
Substantial Completion (days): None
Ready for Final Payment (days): None

RECOMMENDED:	ACCEPTED:	APPROVED:
By:	By:	By:
Damon McAlister, PE (DOWL)	Garrett Queen (Farr Construction Corp. dba. Resource Development Company)	David Bruketta (Lyon County)
Title: Project Manager	Title: Project Manager	Title: Utilities Director
Date: 07/25/24	Date: 7/29/24	Date: 8/1/2024

FARR CONSTRUCTION CORPORATION dba
RESOURCE DEVELOPMENT COMPANY

CHANGE ORDER REQUEST

Lyon County Utilities Department
34 Lakes Blvd.
P.O Box 1699
Dayton, NV 89403

Friday, June 28, 2024
COR No. : 14.2

ATTENTION: David Bruketta
PROJECT: Lyon County - Rolling 'A' Wastewater Treatment Facility
REFERENCE:
RDC JOB NO.: 23-026-A

Mr. Bruketta,

RDC would like to present a change order request for the following field orders: (1) Field Order #3 - South Meter Vault Conflict (2) Field Order #4 - 12inch CSE Conflict. Please, review the attached documentation for futher information.

Bid Item No.	Description	COR Amount
N/A	RDC - 4" DS Re-Route	$ 5,216.00
N/A	RDC - 12" CSE Re-Route	$ 16,526.00

Original Contract Amount	$	19,990,000.00
Contract Changes Made by Previous Contract Change Orders	$	83,715.00
Force Account Balance:	$	1,800,000.00
Revised Force Account Amount per Previous Change Orders	$	1,716,285.00
Force Account Change per this COR		$21,742.00
Revised Force Account Amount per this COR	**$**	**1,694,543.00**
INCREASE IN CONTRACT DAYS		

Please sign and return this Change Order Request for execution to begin work

Signature: _____
Name: _____
Title: _____
Date: _____

By: Garrett Queen
Date: 6/28/2024

DOWL

Work Change Directive (WCD)

Work Change Directive No. 10

Owner:	Lyon County Utilities	Issuance Date:	08/22/24
Engineer:	DOWL	Effective Date:	08/22/24
Contractor:	Farr Construction Corp. dba Resource Development Company	Project Name:	Rolling 'A' WWTF Phase 4 Expansion Project
		DOWL Project No.:	2353

Contractor is directed to proceed promptly with the following changes:

Description of changes:
Additional work required to add additional protection to the 10" RS lines between meter vault and new SBR #1 and #2. This slurry is to provide extra protection for the line with a shallow bury depth area incase heavy equipment were to travel over it. The cost increase of the change amounts to **$2,390.00**.

Reimbursement will be taken from Bid Item 2 – Force Account. The remaining balance of Bid Item 2 is **$1,392,023.00**.

Document References:
Plan Sheet: N/A Specification No: N/A

Attachments:
- Price quote and cost breakdown (Change Order Request #16) from RDC dated 08/13/2024.

Purpose for Work Change Directive:
Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

☐ Non-agreement on pricing of proposed change.
☒ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:
☐ Unit Price
☒ Lump Sum
☐ Time & Materials
☐ Other:

Method of determining change in Contract Times
☐ Contractor's Records
☐ Engineer's Records
☒ Other: N/A

Estimated increase (decrease) in Contract Price:
None (Amount applies to Force Account bid item)

Estimated increase (decrease) in Contract Times:
Substantial Completion (days): None
Ready for Final Payment (days): None

RECOMMENDED:	ACCEPTED:	APPROVED:
By:	By:	By:
Damon McAlister, PE (DOWL)	Garrett Queen (Farr Construction Corp. dba. Resource Development Company)	David Bruketta (Lyon County)
Title: Project Manager	Title: Project Manager	Title: Utilities Director
Date: 08/22/24	Date: 8/22/24	Date:

David Bruketta Digitally signed by David Bruketta Date: 2024.08.23 07:46:25 -07'00'

FARR CONSTRUCTION CORPORATION dba
RESOURCE DEVELOPMENT COMPANY

CHANGE ORDER REQUEST

Lyon County Utilities Department
34 Lakes Blvd.
P.O Box 1699
Dayton, NV 89403

Tuesday, August 13, 2024
COR No. : 16.1

ATTENTION: David Bruketta
PROJECT: Lyon County - Rolling 'A' Wastewater Treatment Facility
REFERENCE:
RDC JOB NO.: 23-026-A

Mr. Bruketta,

RDC would like to present a change order request to Slurry the 10" Raw Sewage line north of the northern meter vault shown on revised plan sheet 10-C2.02. Please, see the attached documentation for further information.

Bid Item No.	Description	COR Amount
N/A	RDC - 10" RS Slurry North Yard Piping 10-C2.02	$ 2,390.00
N/A		
N/A		

Original Contract Amount	$	19,990,000.00
Contract Changes Made by Previous Contract Change Orders	$	405,587.00
Force Account Balance:	$	1,800,000.00
Revised Force Account Amount per Previous Change Orders	$	1,394,413.00
Force Account Change per this COR	$	2,390.00
Revised Force Account Amount per this COR	**$**	**1,392,023.00**

INCREASE IN CONTRACT DAYS

Please sign and return this Change Order Request for execution to begin work

Signature: _____
Name: _____
Title: _____
Date: _____

By: Garrett Queen
Date: 8/13/2024

Work Change Directive (WCD)

Work Change Directive No. 11

Owner:	Lyon County Utilities	Issuance Date:	09/25/24
Engineer:	DOWL	Effective Date:	09/25/24
Contractor:	Farr Construction Corp. dba Resource Development Company	Project Name:	Rolling 'A' WWTF Phase 4 Expansion Project
		DOWL Project No.:	2353

Contractor is directed to proceed promptly with the following changes:

Description of changes:
Additional work required from the DOWL team to support the Contractor in preparing the wiring diagram for the Digester Blower VFD's. Sanitaire is not able to provide a completely assembled VFD unit, only the motor, controller parts, etc. RDC and Sanitaire have agreed to have Nelson Electric assemble the two VFDs; however, Nelson has requested that DOWL prepare the wiring diagrams and coordinate with them through the process. RDC has agreed to compensate Lyon County for the DOWL to prepare the wiring diagram and coordinate with Nelson Electric.

The contractor is providing a credit in the amounts of **$4,100.00**.

Credit will be applied to Bid Item 2 – Force Account. The remaining balance of Bid Item 2 is **$1,396,123.00**.

Document References:
Plan Sheet: N/A Specification No: N/A

Attachments:
- Digester Blower Control Diagram

Purpose for Work Change Directive:
Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:
- ☐ Non-agreement on pricing of proposed change.
- ☒ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:
- ☐ Unit Price
- ☒ Lump Sum
- ☐ Time & Materials
- ☐ Other:

Method of determining change in Contract Times
- ☐ Contractor's Records
- ☐ Engineer's Records
- ☒ Other: N/A

Estimated increase (decrease) in Contract Price:
None (Amount applies to Force Account bid item)

Estimated increase (decrease) in Contract Times:
Substantial Completion (days): None
Ready for Final Payment (days): None

RECOMMENDED:	ACCEPTED:	APPROVED:
By: _____	By: _____	By: _____
Damon McAlister, PE (DOWL)	Garrett Queen (Farr Construction Corp. dba. Resource Development Company)	David Bruketta (Lyon County)
Title: Project Manager	Title: Project Manager	Title: Utilities Director
Date: 09/25/24	Date: 9/25/24	Date: _____

Digitally signed by David Bruketta
Date: 2024.09.26 07:30:13 -07'00'

DOWL

Work Change Directive (WCD)

Work Change Directive No. 12

Owner:	Lyon County Utilities	Issuance Date:	11/04/24
Engineer:	DOWL	Effective Date:	11/04/24
Contractor:	Farr Construction Corp. dba Resource Development Company	Project Name:	Rolling 'A' WWTF Phase 4 Expansion Project
		DOWL Project No.:	2353

Contractor is directed to proceed promptly with the following changes:

Description of changes:
Additional work required to install fittings and welding on 10-inch SS ALP to reroute around conflict with the Pre-React Zone divider wall. The extents of the additional work required are described in detail in RFI 70. The ALP was rerouted to run adjacent to the catwalk until beyond the conflict and then drop to its original design location under the catwalk.

The cost increase of the change amounts to **$9,386.45**.

Reimbursement will be taken from Bid Item 2 – Force Account. The remaining balance of Bid Item 2 is **$1,386,736.55**.

Document References:
Plan Sheet: N/A Specification No: N/A

Attachments:
- PCO #018

Purpose for Work Change Directive:
Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:
- ☐ Non-agreement on pricing of proposed change.
- ☒ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:
- ☐ Unit Price
- ☒ Lump Sum
- ☐ Time & Materials
- ☐ Other:

Method of determining change in Contract Times
- ☐ Contractor's Records
- ☐ Engineer's Records
- ☒ Other: N/A

Estimated increase (decrease) in Contract Price:
None (Amount applies to Force Account bid item)

Estimated increase (decrease) in Contract Times:
Substantial Completion (days): None
Ready for Final Payment (days): None

RECOMMENDED:	ACCEPTED:	APPROVED:
By:	By:	By: David Bruketta
Damon McAlister, PE (DOWL)	Garrett Queen (Farr Construction Corp. dba. Resource Development Company)	David Bruketta (Lyon County)
Title: Project Manager	Title: Project Manager	Title: Utilities Director
Date: 11/04/24	Date: 11/5/24	Date: 11/5/2024

FARR CONSTRUCTION CORPORATION dba
RESOURCE DEVELOPMENT COMPANY

CHANGE ORDER REQUEST

Lyon County Utilities Department
34 Lakes Blvd.
P.O Box 1699
Dayton, NV 89403

Thursday, October 24, 2024
COR No. : 18

ATTENTION: David Bruketta
PROJECT: Lyon County - Rolling 'A' Wastewater Treatment Facility
REFERENCE:
RDC JOB NO.: 23-026-A

Mr. Bruketta,

RDC would like to present a change order request for the 10" Stainless Steel ALP for SBR Basins 1&2 shown on revised plan sheets 40-M2.01 and 40-M4.01. RDC sent RFI No. 70 requesting if a core in the pre-react wall was acceptable. The RFI No.70 response resulted in additional fittings required. Please, see the attached for futher documentation.

Bid Item No.	Description	COR Amount
N/A	RDC - 10" SST ALP T&M	$ 9,386.45
N/A		TBD
N/A		TBD

Original Contract Amount	$	19,990,000.00
Contract Changes Made by Previous Contract Change Orders	$	405,587.00
Force Account Balance:	$	1,800,000.00
Revised Force Account Amount per Previous Change Orders	$	1,394,413.00
Force Account Change per this COR	$	9,386.45
Revised Force Account Amount per this COR	**$**	**1,385,026.55**
INCREASE IN CONTRACT DAYS		

Please sign and return this Change Order Request for execution to begin work

Signature: _____
Name: _____
Title: _____
Date: _____

By: Garrett Queen
Date: 10/24/2024

DOWL

Work Change Directive (WCD)

Work Change Directive No. 13

Owner:	Lyon County Utilities	Issuance Date:	01/24/25
Engineer:	DOWL	Effective Date:	01/24/25
Contractor:	Farr Construction Corp. dba Resource Development Company	Project Name:	Rolling 'A' WWTF Phase 4 Expansion Project
		DOWL Project No.:	2353

Contractor is directed to proceed promptly with the following changes:

Description of changes:
Additional fittings and expansion joints to be constructed at the Venturi Aeration Injection Skid per PCO #022. The extent of the work is detailed in Field Order 09. The purpose of these expansion joints at the Venturi is to accommodate any equipment movement that may occur during operation, without damaging the rigid pipes.

The cost increase of the change amounts to **$16,554.00**.

Reimbursement will be taken from Bid Item 2 – Force Account. The remaining balance of Bid Item 2 is **$1,370,182.55**.

Document References:
Plan Sheet: See PCO #022 Specification No: N/A

Attachments:
- PCO #022 – Aeration Venturi

Purpose for Work Change Directive:
Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:
- ☐ Non-agreement on pricing of proposed change.
- ☒ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:
- ☐ Unit Price
- ☒ Lump Sum
- ☐ Time & Materials
- ☐ Other:

Method of determining change in Contract Times
- ☐ Contractor's Records
- ☐ Engineer's Records
- ☒ Other: N/A

Estimated increase (decrease) in Contract Price:
None (Amount applies to Force Account bid item)

Estimated increase (decrease) in Contract Times:
Substantial Completion (days): None
Ready for Final Payment (days): None

RECOMMENDED:	ACCEPTED:	APPROVED:
By:	By:	By: David Bruketta
Damon McAlister, PE (DOWL)	Garrett Queen (Farr Construction Corp. dba. Resource Development Company)	David Bruketta (Lyon County)
Title: Project Manager	Title: Project Manager	Title: Utilities Director
Date: 01/27/25	Date: 1/28/25	Date: 1/29/2025

DOWL

Work Change Directive (WCD)

Work Change Directive No. 14

Owner:	Lyon County Utilities	Issuance Date:	02/28/25
Engineer:	DOWL	Effective Date:	02/28/25
Contractor:	Farr Construction Corp. dba Resource Development Company	Project Name:	Rolling 'A' WWTF Phase 4 Expansion Project
		DOWL Project No.:	2353

Contractor is directed to proceed promptly with the following changes:

Description of changes:
This Work Change Directive (WCD) pertains to PCO 23, which serves as a credit back to the contract for the engineer's jobsite trailer. The Engineer has reviewed the need for the trailer on-site and determined it is no longer necessary. The engineer has formally requested that the contractor remove the trailer and issue a credit for its removal as specified in Field Order 12. This WCD formalizes the removal request and the associated credit adjustment to the contract amount.

The contractor is providing a credit in the amounts of **$2,517.00**.

Credit will be applied to Bid Item 2 – Force Account. The remaining balance of Bid Item 2 is **$1,372,699.55**.

Document References:
Plan Sheet: N/A Specification No: N/A

Attachments:
- PCO #023, Includes Field Order 12

Purpose for Work Change Directive:
Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:
- ☐ Non-agreement on pricing of proposed change.
- ☒ Necessity to proceed for schedule or other Project reasons.

Method of determining change in Contract Price:
- ☐ Unit Price
- ☒ Lump Sum
- ☐ Time & Materials
- ☐ Other:

Method of determining change in Contract Times
- ☐ Contractor's Records
- ☐ Engineer's Records
- ☒ Other: N/A

Estimated increase (decrease) in Contract Price:
None (Amount applies to Force Account bid item)

Estimated increase (decrease) in Contract Times:
Substantial Completion (days): None
Ready for Final Payment (days): None

RECOMMENDED:	ACCEPTED:	APPROVED:
By:	By:	By: David Bruketta
Damon McAlister, PE (DOWL)	Garrett Queen (Farr Construction Corp. dba. Resource Development Company)	David Bruketta (Lyon County)
Title: Project Manager	Title: Project Manager	Title: Utilities Director
Date: 02/28/25	Date: 3/3/25	Date: 3/4/2025

FARR CONSTRUCTION CORPORATION dba
RESOURCE DEVELOPMENT COMPANY

CHANGE ORDER REQUEST

Lyon County Utilities Department
34 Lakes Blvd.
P.O Box 1699
Dayton, NV 89403

Wednesday, February 19, 2025
COR No. : 23

ATTENTION: David Bruketta
PROJECT: Lyon County - Rolling 'A' Wastewater Treatment Facility
REFERENCE:
RDC JOB NO.: 23-026-A

Mr. Bruketta,

Resource Development Company is submitting a credit for Field Order #012 regarding the return of the on-site engineering trailer.

Bid Item No.	Description	COR Amount
N/A	RDC - FO #12 Engineering Trailer Return	$ (2,517.00)
N/A		
N/A		

Original Contract Amount	$	19,990,000.00
Contract Changes Made by Previous Contract Change Orders	$	498,755.45
Force Account Balance:	$	1,800,000.00
Revised Force Account Amount per Previous Change Orders	$	1,301,244.55
Force Account Change per this COR	$	(2,517.00)
Revised Force Account Amount per this COR	**$**	**1,303,761.55**
INCREASE IN CONTRACT DAYS		

Please sign and return this Change Order Request for execution to begin work

Signature: _____
Name: _____
Title: _____
Date: _____

By: Garrett Queen
Date: 2/19/2025

Cost and Price Backup

Estimate Summary - Costs and Prices

Direct Biditems

Manhours	Labor	Perm Materials	Const Materials	Equipment	Subs	ALLOWANCE	Direct Total	Indirect Charge	Addon Bond	Total Cost	Balanced Bid (TO) Markup	Balanced Bid (TO) Total	Bid Prices Markup	Bid Prices Total
929 - PCO #23 - Engineering Trailer FO#12				**1 LS**										
			-2,517				-2,517			-2,517		-2,517.15		-2,517.15
										-2,517.15		-2,517.15		-2,517.15
Direct Totals														
			-2,517				**-2,517**			**-2,517**		**-2,517**		**-2,517**

Addon/Bond

Additional Cost		Addon/Bond Cost
Main Office Overhead	0 % of JB	-
No bond selected		-
Totals from Addon and Bond		
		-

Summary Information

Last Summary: 2/19/2025 11:37:00 AM

Last Spread: 2/19/2025 11:38:00 AM

Cost Report

Biditem

929

PCO #23 - Engineering Trailer FO#12

Takeoff Qty: 1.000 LS

Bid Qty: 1.000 LS

Activity: 01-30-070 TF-Job Trailer (Unreviewed) Quantity: 1.00 Unit: EA

Crew $/Unit	Crew Hrs/Unit	Units/Crew Hr	$/Crew Hour	Shifts	Units/Shift	Shifts/Unit	$/Shift
0.0000	-8.0000	-0.1250	0.0000	-1.0000	-1.0000	-1.0000	2,517.1500

Calendar: 508 5 - 8 HOUR DAYS Hrs/Shift: 8 WC: Code not found.

Crew: ZZ Blank Crew Prod: US -1 Eff: 100.00 Crew Hrs: -8.00 Labor Pcs: 0.00 Equipment Pcs: 0.00

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
3TRAILER	Engr Trailer	1.00	-5.00	MO	503.43	100.00	503.43	-2,517.15

Report Summary

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	ALLOWANCE	Total
Total	0	0	0	0	0	-2,517	0	0	-2,517

Calendars Used In Estimate

508 5 - 8 HOUR DAYS

Field Order #12

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Field Order No. 12

Date of Issuance:	February 5, 2025	Effective Date:	February 5, 2025
Owner:	Lyon County Utilities Department	Owner's Contract No.:	PWP-LY-2023-079
Contractor:	Resource Development Company	Contractor's Project No.:	
Engineer:	DOWL	Engineer's Project No.:	2353
Project:	Rolling 'A' Wastewater Treatment Facility – Phase 4 Expansion	Contract Name:	Rolling 'A' Wastewater Treatment Facility – Phase 4 Expansion

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 11.01, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference: 01 50 00 (Specification(s)) N/A (Drawing(s) / Detail(s))

Description:

The Engineer no longer needs the on-site trailer that is provided by RDC and can be removed. Please provide a cost credit for the remaining months to Substantial Completion (August 2025).

Attachments: None

ISSUED:	RECEIVED:
By: _____ Engineer (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: Project Manager	Title: Project Manager
Date: 2/5/2025	Date: 2/10/25

Copy to: Kishora Panda (Lyon County)

Invoice Back up
1) Quick Space

QUICK SPACE
Phone: (775) 359-4688
Fax: (775) 359-1118
web: www.quickspacenevada.com
email: billing@quickspacenevada.com

Our mailing address has changed.
Please remit all payments to:
PO Box 7417, Reno, NV 89510

Rental Invoice

DATE	INVOICE NO.
1/23/2025	1685709
TERMS	**DUE DATE**
Due on receipt	1/23/2025

BILL TO:
Resource Development Company, LLC
1050 Linda Way
Sparks, NV 89431
Attn: Accounts Payable

Rental fees are due in advance of rental period per lease terms. Late payment fees may be assessed per rental agreement.

Want to receive invoices via email? Call or email us!

PO	JOB	UNIT ID	DESCRIPTION	PERIOD	AMOUNT
23-026-A		ST2441	Rental of Restroom-Standard Serviced Weekly per lease. Equip. Location: 1165 Ferreto Pkwy, Dayton, NV 89403	01/23/25 - 02/19/25	[redacted]
23-026-A	23-026-A	HWD114	Rental of Handwash Station-Double Serviced Weekly per lease. Equip. Location: 1165 Ferreto Pkwy, Dayton, NV 89403	01/23/25 - 02/19/25	[redacted]
23-026-A	23-026-A	HWD161	Rental of Handwash Station-Double Serviced Weekly per lease. Equip. Location: 1165 Ferreto Pkwy, Dayton, NV 89403	01/23/25 - 02/19/25	[redacted]
23-026-A	23-026-A	OCH209	Rental of 8' x 20' Office Container High Cube-Open per lease. Includes tax recovery. Equip. Location: 1165 Ferreto Pkwy, Dayton, NV 89403	01/23/25 - 02/19/25	[redacted]
23-026-A	23-026-A	OCH3035	Rental of 8' x 40' Office Container High Cube-3 Room per lease. Includes tax recovery. Equip. Location: 1165 Ferreto Pkwy, Dayton, NV 89403	01/23/25 - 02/19/25	503.43
23-026-A	23-026-A	ST0661	Rental of Restroom-Standard Serviced Weekly per lease. Equip. Location: 1165 Ferreto Pkwy, Dayton, NV 89403	01/23/25 - 02/19/25	[redacted]
23-026-A	23-026-A	ST1885	Rental of Restroom-Standard Serviced Weekly per lease. Equip. Location: 1165 Ferreto Pkwy, Dayton, NV 89403	01/23/25 - 02/19/25	[redacted]

Total	[redacted]
Payments/Credits	$0.00
Due On This Invoice	[redacted]

THANK YOU! We appreciate the opportunity to be your partner for storage, mobile offices, and vans!

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: May 1, 2025

Agenda Item Number:
16.b

Subject:
For Possible Action: To reject the bid from Burdick Excavation Co. in the amount of $5,315,905 for the Highway 50 Sewer Replacement Project, in accordance with NRS 338.1385(d), on the grounds that rejecting the bid would serve the public interest.

Summary:
The bid opening for the Highway 50 Sewer Replacement, Phase 2 Project was held on April 9, 2025. Burdick Excavation Co. (Burdick) was the sole bidder, submitting a bid of $5,315,905—an amount $1,193,744.50 higher than the cost estimate of $4,122,160.50 prepared by Lumos & Associates (Lumos).

After reviewing the bid, Lumos recommends that Lyon County not award the contract to Burdick, pursuant to NRS 338.1385(d), as rejecting the bid would serve the public interest. Lumos identified a significant discrepancy between Burdick's bid and the engineer's estimate (a 29% increase), and noted that the lack of competing bids makes it difficult to validate the reasonableness of the bid amount.

Furthermore, the timing of the bid and the proposed construction schedule likely limited the ability of other contractors to participate, as most have already filled their summer schedules—evidenced by the receipt of only one bid.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Move to reject the bid from Burdick Excavation Co. in the amount of $5,315,905 for the Highway 50 Sewer Replacement Project, in accordance with NRS 338.1385(d), on the grounds that rejecting the bid would serve the public interest.

ATTACHMENTS
- Lumos & Associates Recommendation
- Bid tab

LUMOS & ASSOCIATES

Boise • Carson City • El Dorado Hills • Fallon • Lake Tahoe • Reno www.LumosInc.com

Carson City
308 N. Curry Street, Suite 200
Carson City, Nevada 89703
775.883.7077

April 17, 2025

David Bruketta, Utilities Director
Lyon County Utilities
34 Lakes Blvd
Dayton, NV 89403

Subject: Highway 50 Sewer Replacement Project – Phase 2
Public Works Identification Number (PWP LY-2025-255)
Recommendation to Re-bid Project

Dear David:

The above referenced project generally includes the installation of 1,900 linear feet of new sewer main, new sewer lateral reconnections, abandonment of existing sewer main, installation of 560 linear feet of precast concrete privacy wall, and relocation of the Dayton Valley Inn sign along Highway 50 in Dayton, NV.

Lumos & Associates (Lumos) Contracted with Lyon County to design the project in December of 2023, conducted survey, geotechnical, and engineering services through 2024 and into Spring of 2025. On March 11th, 2025 the Project was publicly bid to all Qualified Contractors. On April 9th, 2025 Lumos & Lyon County publicly opened the bids at 2:00pm in the Lumos & Associates Reno Office.

There was one bid received, from Burdick Excavation Co. Inc., at a bid price of $5,315,905. The Engineer's Opinion of Probable Construction Cost (OPCC) was $4,122,160. Lumos has compiled the Contractor's bid, along with the original OPCC on the Bid Tabulation attached to this letter for reference.

Based on the results identified in the Bid Tabulation, Lumos is recommending that Lyon County does not award Burdick Excavation Co. Inc. in the sum of $5,315,905. Pursuant to NRS 338.143, 5 (c), the public interest would be served by rejection of the bid, due to the following reasons:

- There was a substantial difference between the received bid and the Engineer's OPCC (approx. 29% higher).
- There was only one bid received from Contractors, making it difficult to substantiate the validity of the bid amount.
- The bid timing and construction schedule limited the ability for contractors to bid the project and perform the work as they predominantly have filled in their summer schedule as evidenced by the single bid.

Lumos has contacted all licensed Contractors who were documented plan holders at the time of bid. Based on that correspondence, Lumos would recommend Lyon County re-advertise the project with construction timeframes in the fall of 2025 and winter of 2026.

Please feel free to reach out if you have any questions.

Sincerely,

Collin Sturge, P.E.
Project Manager

cc. Kishora Panda

Lyon County Utilities
Highway 50 Sewer Replacement Project
PWP# LY-2025-255
Bid Tab

				Engineer's OPCC		Burdick Excavation Co. Inc.	
Bid Item No.	Item Description	Qty	Unit	Unit Price	Scheduled Value	Unit Price	Scheduled Value
1	Mobilization & Demobilization	10	%	$288,505.50	$288,505.50	$350,000.00	$350,000.00
2	Temporary Traffic Control	1	LS	$50,000.00	$50,000.00	$300,000.00	$300,000.00
3	Temporary Erosion Control	1	LS	$25,000.00	$25,000.00	$90,000.00	$90,000.00
4	Remove Ex. 8-inch Asbestos Cement Sewer Main	130	LF	$100.00	$13,000.00	$170.00	$22,100.00
5	Abandon Ex. 8-inch Sewer Main In-Place	1	LS	$20,000.00	$20,000.00	$100,000.00	$100,000.00
6	Remove Ex. 10-inch Asbestos Cement Sewer Main	59	LF	$120.00	$7,080.00	$280.00	$16,520.00
7	Abandon Ex. 48-inch Sewer Manhole	4	EA	$4,000.00	$16,000.00	$5,000.00	$20,000.00
8	Remove Ex. 48-inch Sewer Manhole	1	EA	$5,000.00	$5,000.00	$7,000.00	$7,000.00
9	Install Proposed 8-inch SDR 35 Sewer Main via Open Trench	86	LF	$650.00	$55,900.00	$800.00	$68,800.00
10	Install Proposed 10-inch SDR 35 Sewer Main via Open Trench	7	LF	$700.00	$4,900.00	$3,800.00	$26,600.00
11	Install Proposed 12-inch SDR 35 Sewer Main via Open Trench	1,377	LF	$750.00	$1,032,750.00	$440.00	$605,880.00
12	Install Proposed 12-inch SDR 26 Sewer Main via Open Trench	235	LF	$775.00	$182,125.00	$535.00	$125,725.00
13	Install Proposed 12-inch SDR 35 Sewer Main with 36-inch Steel Casing via Jack & Bore	254	LF	$1,500.00	$381,000.00	$3,300.00	$838,200.00
14	Install Proposed 48-inch Sewer Manhole, Type 1	13	EA	$17,500.00	$227,500.00	$30,000.00	$390,000.00
15	Verify Location & Install New Sanitary Sewer Lateral Reconnection	6	EA	$15,000.00	$90,000.00	$12,000.00	$72,000.00
16	Temporary Bypass Pumping During Construction	1	LS	$75,000.00	$75,000.00	$200,000.00	$200,000.00
17	Surface Restoration (Concrete C&G, Sidewalk, AC Pavement, Agg Base)	1	LS	$50,000.00	$50,000.00	$150,000.00	$150,000.00
18	Install Pre-Cast Concrete Wall	560	LF	$955.00	$534,800.00	$455.00	$254,800.00
19	Remove and Relocate Dayton Valley Inn Sign	1	EA	$20,000.00	$20,000.00	$30,000.00	$30,000.00
20	Remove and Dispose of Existing Trees	1	LS	$50,000.00	$50,000.00	$25,000.00	$25,000.00
21	Transportation & Disposal of Contaminated Material at Landfill	1	LS	$25,000.00	$25,000.00	$200,000.00	$200,000.00
22	Required CCTV Inspections (Pre & Post)	1	LS	$20,000.00	$20,000.00	$25,000.00	$25,000.00
				Total (Base):	**$3,173,560.50**	**Total (Base):**	**$3,917,625.00**
23	Install Proposed 12-inch SDR 35 Sewer Main with 48-inch Steel Casting via Jack & Bore (CONTINGENT ITEM)	254	LF	$2,000.00	$508,000.00	$3,520.00	$894,080.00
24	Rock Excavation (CONTINGENT ITEM)	100	CY	$100.00	$10,000.00	$500.00	$50,000.00
25	SS/Water Special Construction Slurry Backfill (CONTINGENT ITEM)	6	CY	$100.00	$600.00	$700.00	$4,200.00
26	NV Energy Pole Hold (CONTINGENT ITEM)	1	LS	$30,000.00	$30,000.00	$50,000.00	$50,000.00
27	Force Account (CONTINGENT ITEM)	1	LS	$400,000.00	$400,000.00	$400,000.00	$400,000.00
				Total:	**$4,122,160.50**	**Total:**	**$5,315,905.00**

Lyon County Utilities
Highway 50 Sewer Replacement Project
PWP# LY-2025-255
Bid Tab

				Engineer's OPCC		Burdick Excavation Co. Inc.	
Bid Item No.	Item Description	Qty	Unit	Unit Price	Scheduled Value	Unit Price	Scheduled Value
1	Mobilization & Demobilization	10	%	$288,505.50	$288,505.50	$350,000.00	$350,000.00
2	Temporary Traffic Control	1	LS	$50,000.00	$50,000.00	$300,000.00	$300,000.00
3	Temporary Erosion Control	1	LS	$25,000.00	$25,000.00	$90,000.00	$90,000.00
4	Remove Ex. 8-inch Asbestos Cement Sewer Main	130	LF	$100.00	$13,000.00	$170.00	$22,100.00
5	Abandon Ex. 8-inch Sewer Main In-Place	1	LS	$20,000.00	$20,000.00	$100,000.00	$100,000.00
6	Remove Ex. 10-inch Asbestos Cement Sewer Main	59	LF	$120.00	$7,080.00	$280.00	$16,520.00
7	Abandon Ex. 48-inch Sewer Manhole	4	EA	$4,000.00	$16,000.00	$5,000.00	$20,000.00
8	Remove Ex. 48-inch Sewer Manhole	1	EA	$5,000.00	$5,000.00	$7,000.00	$7,000.00
9	Install Proposed 8-inch SDR 35 Sewer Main via Open Trench	86	LF	$650.00	$55,900.00	$800.00	$68,800.00
10	Install Proposed 10-inch SDR 35 Sewer Main via Open Trench	7	LF	$700.00	$4,900.00	$3,800.00	$26,600.00
11	Install Proposed 12-inch SDR 35 Sewer Main via Open Trench	1,377	LF	$750.00	$1,032,750.00	$440.00	$605,880.00
12	Install Proposed 12-inch SDR 26 Sewer Main via Open Trench	235	LF	$775.00	$182,125.00	$535.00	$125,725.00
13	Install Proposed 12-inch SDR 35 Sewer Main with 36-inch Steel Casing via Jack & Bore	254	LF	$1,500.00	$381,000.00	$3,300.00	$838,200.00
14	Install Proposed 48-inch Sewer Manhole, Type 1	13	EA	$17,500.00	$227,500.00	$30,000.00	$390,000.00
15	Verify Location & Install New Sanitary Sewer Lateral Reconnection	6	EA	$15,000.00	$90,000.00	$12,000.00	$72,000.00
16	Temporary Bypass Pumping During Construction	1	LS	$75,000.00	$75,000.00	$200,000.00	$200,000.00
17	Surface Restoration (Concrete C&G, Sidewalk, AC Pavement, Agg Base)	1	LS	$50,000.00	$50,000.00	$150,000.00	$150,000.00
18	Install Pre-Cast Concrete Wall	560	LF	$955.00	$534,800.00	$455.00	$254,800.00
19	Remove and Relocate Dayton Valley Inn Sign	1	EA	$20,000.00	$20,000.00	$30,000.00	$30,000.00
20	Remove and Dispose of Existing Trees	1	LS	$50,000.00	$50,000.00	$25,000.00	$25,000.00
21	Transportation & Disposal of Contaminated Material at Landfill	1	LS	$25,000.00	$25,000.00	$200,000.00	$200,000.00
22	Required CCTV Inspections (Pre & Post)	1	LS	$20,000.00	$20,000.00	$25,000.00	$25,000.00
				Total (Base):	**$3,173,560.50**	**Total (Base):**	**$3,917,625.00**
23	Install Proposed 12-inch SDR 35 Sewer Main with 48-inch Steel Casting via Jack & Bore (CONTINGENT ITEM)	254	LF	$2,000.00	$508,000.00	$3,520.00	$894,080.00
24	Rock Excavation (CONTINGENT ITEM)	100	CY	$100.00	$10,000.00	$500.00	$50,000.00
25	SS/Water Special Construction Slurry Backfill (CONTINGENT ITEM)	6	CY	$100.00	$600.00	$700.00	$4,200.00
26	NV Energy Pole Hold (CONTINGENT ITEM)	1	LS	$30,000.00	$30,000.00	$50,000.00	$50,000.00
27	Force Account (CONTINGENT ITEM)	1	LS	$400,000.00	$400,000.00	$400,000.00	$400,000.00
				Total:	**$4,122,160.50**	**Total:**	**$5,315,905.00**

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: May 1, 2025

Agenda Item Number:
17.a

Subject:
For Possible Action: To propose an ordinance approving the Development Agreement between Lyon County and TRACT Capital Management, LP for the development of the Silver Springs Technology Park ("SSTP") Specific Plan for the 460-acre development for data centers, high voltage power lines, electrical power substations, a water tank, and other associated utility and access improvements, located west of US Highway 95A and north of US Highway 50 in Silver Springs (APNs 015-111-01, 02, 04, 05, 06 and a portion of 015-091-08), PLZ-2024-050; and other matters properly relating thereto.

Summary:
NRS requires that a development agreement be approved by ordinance. The Planning Commission recommended approval of the development agreement. The ordinance approving the development agreement is first proposed and then a public hearing is scheduled at which time the Board of County Commissioners decides whether to approve, modify or reject the agreement.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- Staff Report
- Backup
- Letter of Transmittal

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

BOARD OF COUNTY COMMISSIONERS

PLZ-2024-050

Proposed Action	Approval of a Development Agreement for the Silver Springs Technology Park
Meeting Date	May 1, 2025
Property Owners	Multiple – Robert and Barbara LePome, Shintaku Family LTD Partnership, University of Nevada-Las Vegas, Fort Apache Homes, Inc.
Applicant	TRACT Capital Management, LP / Mitch Nelson
Representative	Manhard Consulting / Karen Downs
Community	Silver Springs
Location	West of US Highway 95A and North of US Highway 50
Parcel Numbers	015-111-01, 02, 04, 05, 06 and a portion of 015-091-08
Parcel Size	Approximately 460 acres of six (6) subject parcels that total approximately 1,070 acres
Current Master Plan	Specific Plan - Silver Springs Technology Park
Current Zoning	SI (Service Industrial)
Flood Zone(s)	X-Unshaded per FIRM 32019CO211E
Case Planner	Louis Cariola

REQUEST

The Applicant requests approval of a Development Agreement for the Silver Springs Technology Park (SSTP) Specific Plan, located on approximately 460 acres of six (6) parcels that total approximately 1070 acres on APNs 015-091-08, and 015-111-01, 02, 04, 05, and 06.

PLANNING COMMISSION RECOMMENDATION

On April 8, 2025, the Planning Commission heard a presentation from staff for the Development Agreement for the Silver Springs Technology Park (SSTP) Specific Plan in Silver Springs. The Planning Commission voted 7-0 to forward a recommendation of approval to the Board of County Commissioners. The request will provide for more precise implementation of the Silver Springs Technology Park Specific Plan, which was approved by the Lyon County Board of County Commissioners on March 6, 2025.

RECOMMENDED MOTION

If the Board of County Commissioners determines that they will approve the request, then they may want to consider a motion similar to the following:

The Board of County Commissioners finds that:

A. The proposed development agreement conforms to the maps and policies of the master plan and any applicable specific plan.

B. The proposed development agreement complies with the requirements of Nevada Revised Statutes.

C. The proposed development agreement is consistent with this title and all other applicable codes and ordinances.

D. The proposed development agreement will not be detrimental to or cause adverse effects to adjacent property owners, residents, or the general public and that provisions have been included to address the completion or phasing of improvements as well as provisions to address abandonment of the project.

E. The proposed development agreement provides clear and substantial benefit to the residents of the County. (Ord. 603, 11-1-2018)

Based on the aforementioned Findings, I propose an ordinance adopting the Development Agreement between Lyon County and TRACT Capital Management, LP for the development of the Silver Springs Technology Park ("SSTP") Specific Plan for the 460 acres of six (6) parcels that total approximately 1,070 acres, located west of US Highway 95A and north of US Highway 50 in Silver Springs (APNs 015-111-01, 02, 04, 05, 06 and a portion of 015-091-08), PLZ-2024-050. Any approval, modification or denial of the agreement will be at the time of the public hearing on the ordinance.

ALTERNATIVES TO APPROVAL

Alternative Motion for Continuance

If the Board of County Commissioners determines that there is insufficient information with which to make a decision on the proposed Development Agreement before them and that additional information, discussion and public comment are necessary to have a more complete and thorough review of the proposed project, then the Board should make the appropriate findings and move to continue the Public Hearing to a future date with concurrence from the applicant.

If so, then the Board may wish to consider a motion similar to the following:

The Board of County Commissioners finds that:

A. Additional information, discussion, and public review are necessary for a more thorough review of the proposed Master Plan Amendment application.

Based on the aforementioned finding, and with the applicant's concurrence, the Board of County Commissioners continues the request to propose an ordinance adopting the Development Agreement between Lyon County and TRACT Capital Management, LP for the development of the Silver Springs Technology Park ("SSTP") Specific Plan for the 460 acres of six (6) parcels that total approximately 1,070 acres, located west of US Highway 95A and north of US Highway 50 in Silver Springs (APNs 015-111-01, 02, 04, 05, 06 and a portion of 015-091-08), PLZ-2024-050 for _____ days.

Alternative Motion for Denial

If after review and public comment the Board of County Commissioners determines that they should recommend denial of the proposed Development Agreement, then the Board may wish to consider a motion similar to the following:

The Board of County Commissioners has considered:

15.210.03: FINDINGS:

When reviewing a Development Agreement, the Commission and the Board shall, at a minimum, consider each of the following and base approval, modification, or denial based on the combined weight of the findings. Each finding shall be supported by a statement of evidence, facts and conclusions.

A. The proposed development agreement conforms to the maps and policies of the master plan and any applicable specific plan.

B. The proposed development agreement complies with the requirements of Nevada Revised Statutes.

C. The proposed development agreement is consistent with this title and all other applicable codes and ordinances.

D. The proposed development agreement will not be detrimental to or cause adverse effects to adjacent property owners, residents, or the general public and that provisions have been included to address the completion or phasing of improvements as well as provisions to address abandonment of the project.

E. The proposed development agreement provides clear and substantial benefit to the residents of the County. (Ord. 603, 11-1-2018)

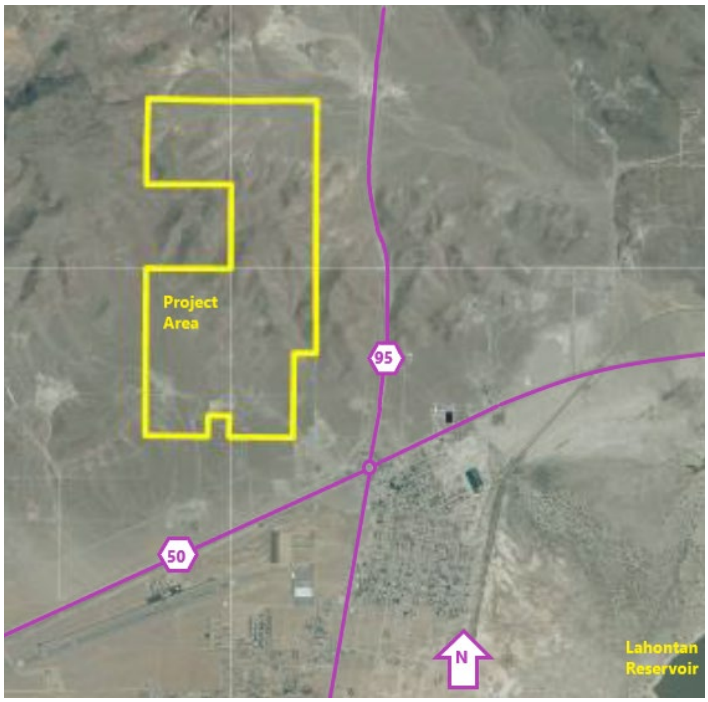
After consideration of the above-listed Findings, the Board of County Commissioners has determined that the Development Agreement would not be in conformance with the above-listed findings and denies the request to propose an ordinance adopting the Development Agreement between Lyon County and TRACT Capital Management, LP for the development of the Silver Springs Technology Park ("SSTP") Specific Plan for the 460 acres of six (6) parcels that total approximately 1,070 acres, located west of US Highway 95A and north of US Highway 50 in Silver Springs (APNs 015-111-01, 02, 04, 05, 06 and a portion of 015-091-08), PLZ-2024-050.

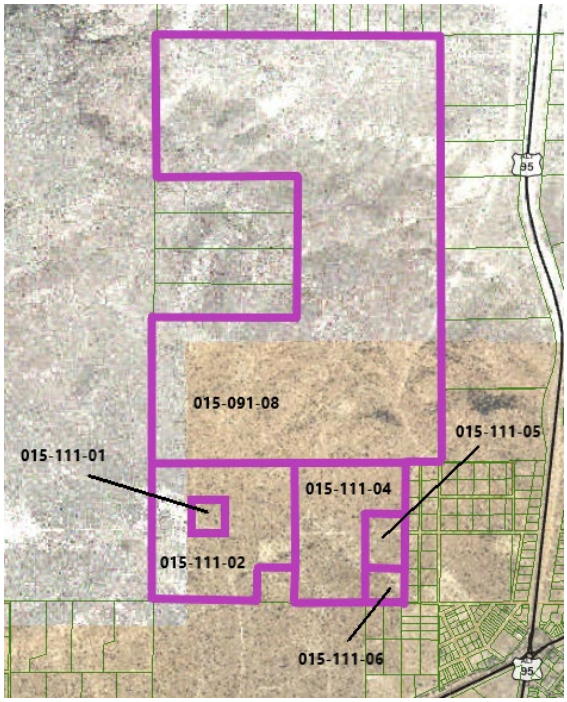
BACKGROUND INFORMATION

On March 6, 2025, the Board of County Commissioners approved three separate items associated with the Silver Springs Technology Park, a 460-acre development for data centers, high voltage power lines, electrical power substations, a water tank, and other associated utility and access improvements in Silver Springs.

- PLZ-2024-051: Master Plan Amendment approving a Suburban Character District throughout the SSTP
- PLZ-2024-052: Zoning Map Amendment approving Service Industrial (SI) zoning throughout the SSTP
- PLZ-2024-066: Master Plan Amendment approving the SSTP Specific Plan

Because the three items listed above were reviewed and presented in public meetings for both the Planning Commission and Board of County Commissioners, this report includes limited details of the SSTP Specific Plan. The general location of the SSTP subject parcels, north west of the intersection of US Highways 50 and 95A in Silver Springs, is depicted below.





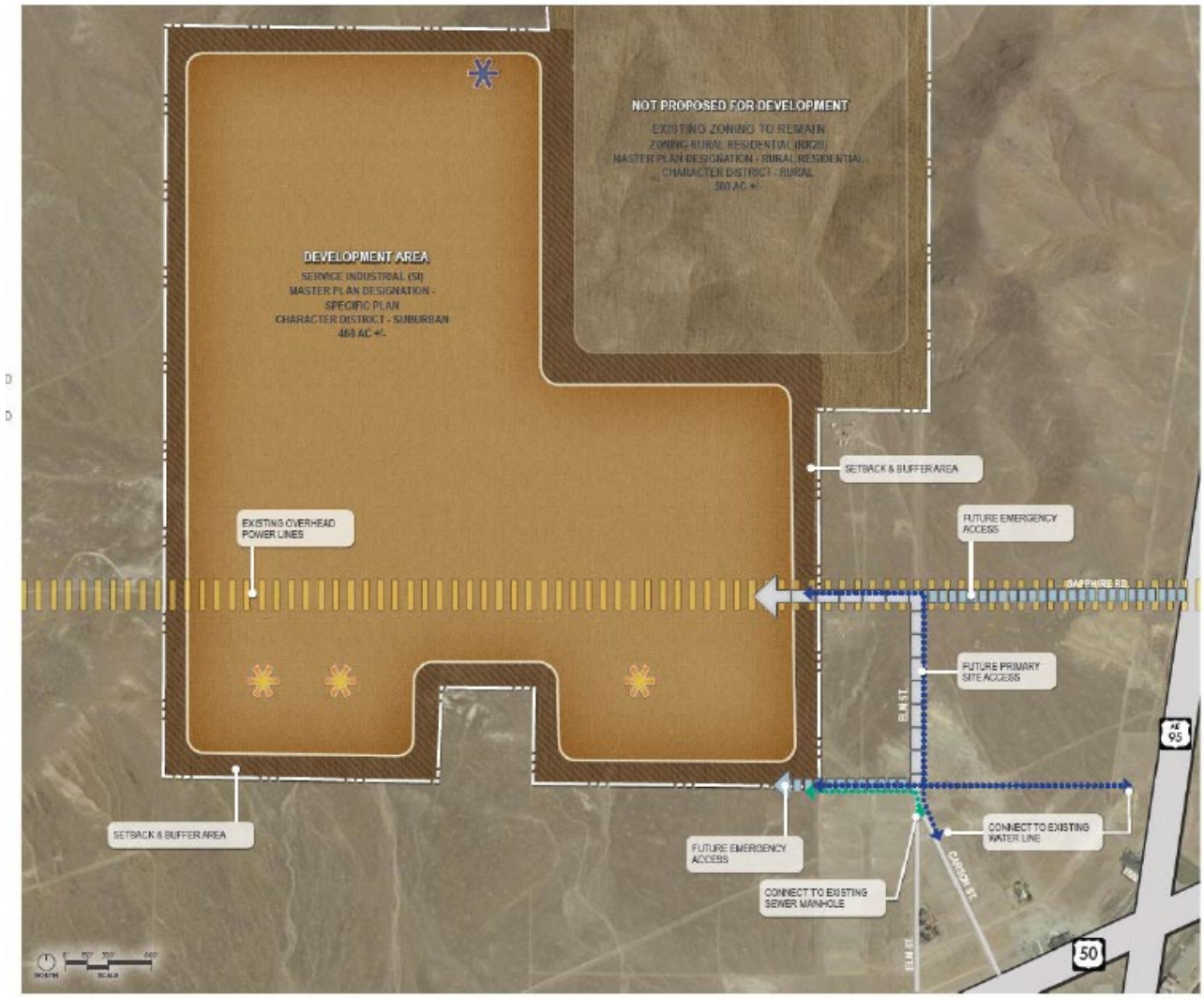
The Development Agreement has been reviewed by the Lyon County District Attorney to ensure consistency with the SSTP Specific Plan. The Development Agreement provides additional legal standing for the County to define how future reviews and entitlements will progress including the following:

- Power Substations located within the Aboveground Utility Corridor ("Corridor") as delineated in the Lyon County 2020 Master Plan, and designed in accordance with the standards of the SSTP and the Development Agreement, shall be subject to Administrative Design Review (ADR) instead of Conditional Use Permits (CUP);
- A water tank will be recognized as accessory to the data center and reviewed through the ADR process;
- Public roadway improvements shall be constructed at the developer's expense and inspected and approved by Lyon County before the County will accept them for maintenance responsibilities; and
- The Development Agreement will have an effective term of 20 years, with the developer giving the County progress updates every two years.

SILVER SPRINGS TECHNOLOGY PARK

The 460 acres approved as part of the SSTP are depicted below in an image from the approved Specific Plan.

-Note that approximately 610 acres of APN 015-091-08 on the northern boundary of the subject parcels is not proposed for development or approved as part of the SSTP. This area will be separated from the SSTP by a Boundary Line Adjustment or other mapping exercise.



STAFF REVIEW AND COMMENTS

FINDINGS FOR REVIEWING DEVELOPMENT AGREEMENTS

Chapter 15.110.05 of LCC states that when considering approval of a Development Agreement, five (5) Findings must be considered by the Board of County Commissioners. The applicable Findings are listed in bold type below, followed by staff's comments.

Finding A: The proposed development agreement conforms to the maps and policies of the master plan and any applicable specific plan.

Staff Comment

The Lyon County Board of County Commissioners (BOCC) approved the SSTP Specific Plan on March 6, 2025 after a recommendation of approval was forwarded by the Planning Commission on November 12, 2024. The Development Agreement supplements the Specific Plan approval, conforms with the Specific Plan, and is consistent with the Lyon County Master Plan.

Finding B: The proposed development agreement complies with the requirements of Nevada Revised Statutes.

Staff Comment

Lyon County Code (LCC) section 15.110 was drafted in accordance with Nevada Statutes and the District Attorney reviewed the Development Agreement for consistency with County Code. The Development Agreement is in compliance with known applicable Nevada Revised Statutes.

Finding C: The proposed development agreement is consistent with this title and all other applicable codes and ordinances.

Staff Comment

As reviewed by Planning Department staff and approved by the BOCC, the SSTP Specific Plan is drafted in accordance with Title 15 of LLC and applicable codes and ordinances. The Development Agreement provides additional legal standing for the County to define the entitlement process for development and is in compliance with known applicable codes and ordinances.

Finding D: The proposed development agreement will not be detrimental to or cause adverse effects to adjacent property owners, residents, or the general public and that provisions have been included to address the completion or phasing of improvements as well as provisions to address abandonment of the project.

Staff Comment

As stated in Finding C above, the impacts of development on neighboring properties was assessed during the review of the SSTP Specific Plan. The Development Agreement provides further details of how development will be reviewed and entitled. There is a 20-year lifespan for the Development Agreement proposed and the developer will be responsible for providing updates every two years. The Agreement may be abandoned before twenty years by the developer at any time. No utility or roadway infrastructure improvements will be accepted by public entities until such time that they have been determined to be in accordance with applicable standards.

Finding E: The proposed development agreement provides clear and substantial benefit to the residents of the County. (Ord. 603, 11-1-2018)

Staff Comment

As stated previously in this report and in the Findings above, the Development Agreement provides additional legal standing for the County to define how development progresses in the SSTP, provided it is in accordance with the approved Specific Plan. The benefit to Lyon County and its residents is more certainty in the development process.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of _____ __, 2025 by and between LYON COUNTY, a body corporate and politic of the State of Nevada (the "County"), and_____, LLC a _____ limited liability company (together with its affiliates and their respective successors and assigns, the "Company"). The County and the Company are sometimes referred to herein collectively as the "Parties" and each individually as a "Party".

RECITALS

A. The Company has the right to acquire certain real property consisting of approximately 460 acres of undeveloped land located in the County of Lyon, State of Nevada, as more particularly described on Exhibit A hereto (the "Property").

B. If the Company acquires the Property, it has proposed to prepare the Property for multi-year, large-scale projects that may include multiple phases and owners extending over a period of years with the uses of one or more Data Centers and/or other facilities used to house, and in which are operated, maintained and replaced from time to time, computer systems and associated components, such as telecommunications and storage systems, cooling systems, power supplies and systems for managing property performance (including generators), and equipment used for the transformation, transmission, distribution and management of electrical (including substations and switch yards), internet-related equipment, data communications connections, environmental controls and security devices, structures and site features, as well as certain accessory uses or buildings located on the Property and other related or associated uses, buildings or structures such as utility buildings, structures, improvements and appurtenances located on, adjacent or near the Property that are reasonably related to the Data Center(s) (collectively, the "Project").

C. The County finds developments such as the Project to be in the public interest of its citizens if such projects are done in conformance with the Master Plan, County Code, State law and other applicable regulations and guidelines and thus desires to encourage and support the Project.

D. The Company anticipates that the Project will require a substantial, long-term commitment of capital and resources of the Company, as well as the careful integration of public capital facilities, construction schedules and the phasing of the development of the Project, in order for the Project to be successful, both for the Company and the County. The Company is unwilling to risk such capital and resources without sufficient assurances from the County that, among other things, (i) the Property has been adequately entitled to permit the development and operation of the Project, (ii) all required approvals and entitlements for the Project have been granted, (iii) the Applicable Rules, including the development standards set forth therein, in existence as of the Effective Date and applicable to the Project will remain unchanged with respect to the Property and the Project, with the exception of duly approved amendments, during the Term (as defined below), and (iv) the County is committed to review and consider proper applications by the Company in the development and operation of the Project.

E. The County and the Company, in recognition of the scope, magnitude, and investment of the Project intend that both Parties to this Agreement shall be bound by the terms of this Agreement, including the future performances that are outlined, or defined herein.

NOW, THEREFORE, in consideration of the foregoing recitals, mutual covenants, and agreements as contained herein; and in exchange for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Company hereby agree as follows:

ARTICLE I
DEFINITIONS

1.1 "Applicable Rules" means all of the rules, regulations, ordinances and official policies of the County in force and effect as of the Effective Date, including the Code and the restrictions set forth in the Project Approvals, except as may be modified pursuant to Section 4.2.

1.2 "County Board" means the Lyon County Board of Commissioners the governing body of the County.

1.3 "Code" means the Lyon County Land Use Code (or any subsequent recodification of such regulation).

1.4 "Consolidated Fee Schedule" means the County's Consolidated Fee Schedule adopted by Resolution _____, as amended.[1]

1.5 "Control" means possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the Company by contract or otherwise.

1.6 "Controlling Entity" means any entity or one of a group of entities directly or indirectly having Control of any entities or group of entities affiliated with the Company.

1.7 "Data Center" means an electronic data management business consisting of centralized buildings or groups of buildings with associated power and cooling infrastructure located in a secure campus where computing and networking equipment is situated for the purpose of collecting, storing, processing, distributing, or allowing access to large amounts of data and computer processing twenty-four hours a day seven days a week, together with ancillary uses relating thereto (including, without limitation, electrical transmission, generation facilities, and power storage facilities).

1.8 "Force Majeure Event" means a matter beyond the reasonable control of the Party to perform (excluding unfavorable economic conditions), including: acts of God, including earthquakes, fire, floods, tornados, hurricanes and extreme weather conditions; pandemics, labor

[1] NTD: County to please confirm this is the correct term for where impact fees are detailed for Lyon County.

strikes, material shortages, war, riot, insurrection, acts of terrorism; financial and/or banking crises that limit normal extensions of credit; civil disturbances; discovery of hazardous materials; and acts of the United States of America or the State of Nevada.

1.9 "Deed of Trust" means a mortgage, deed of trust, sale and leaseback or other form of secured financing.

1.10 "Lender" means the holder of a Deed of Trust.

1.11 "Official Records" means the Official Records of Lyon County, Nevada.

1.12 "Parcel" means a portion of the Property that is created by the Company to be sold to a Subdeveloper.

1.13 "Project Approvals" means the permits, approvals, reviews, and other actions set forth on Exhibit B hereto.

1.14 "Planning Commission" means Lyon County Planning Commission

1.15 "Specific Plan" means the approved Specific Plan reviewed and approved by the Lyon County Board of County Commissioners on March 6, 2025.

1.16 "Subdeveloper" means a person or an entity not "related" (as defined by Internal Revenue Service regulations) to the Company which purchases a Parcel within the Property for development.

1.17 "Taxes" means any and all taxes, special taxes, assessments, levies, impositions, duties, deductions, withholding, charges and fees, including those imposed with respect to any assessment districts, infrastructure financing, community facilities districts, community taxing districts, maintenance districts or other similar districts.

ARTICLE II
COUNTY PROCEDURES AND ACTIONS

2.1 The County Board, after conducting the process provided for in the Code, adopted Resolution No. _____ on _____, effective immediately upon adoption, which resolution (i) confirmed the County Board's approval of this Agreement and the County Board's finding that the provisions of this Agreement are consistent with the General Plan and the Applicable Rules and (ii) authorized the execution of this Agreement. The County represents and warrants to the Company that (a) the County has the full power and authority to enter into this Agreement and to perform its obligations hereunder, (b) this Agreement is a valid and binding obligation, enforceable against the County in accordance with the terms hereof and (c) the execution and delivery of this Agreement has been validly authorized by all necessary governmental or other action and does not conflict with any other agreements entered into by the County. The Agreement is thus hereby approved by the County Board; with such approval to become effective as of the date Company delivers to the County a duly recorded deed(s) reflecting transfer of the property referenced above to the Company (the "Effective Date"), provided that such Effective Date shall occur prior to December 31, 2025.

ARTICLE III
FEES

3.1 Impact Fees. The Company acknowledges that the County may be required to impose one or more impact fees in connection with development activity on the Property and any such impact fee will be in accordance with Nevada law.

ARTICLE IV
ENTITLEMENTS

4.1 Entitlement to Develop. The County represents to the Company that the Property shall be subject to the approved Specific Plan as approved on _____,___ 2025.

4.2 Specific Plan. The Company has the vested right to develop and operate the Project, in accordance with the approved Specific Plan until such time that the Specific Plan is mutually amended by the County and the Company.

(a) Permit Approvals. All permit applications (including, but not limited to, grading, excavation, foundation, footings, and/or building permits, etc.) shall be considered and approved in accordance with the Applicable Rules as of the time of application. . These processes as of the Effective Date are administrative and require no public hearings or approval by legislative bodies, and shall remain as such.

(b) Substation and Water Tank Approvals. The Parties specifically acknowledge that the Project contemplated and permitted under this Agreement is dependent upon certain other approvals by the County for uses that are critical to the Project. The Specific Plan identitifies power substations (the "Substations") and a water storage tank (the "Water Tank") as accessory uses on the Property. The following processes and criteria shall be applicable to any development of the Substations and the Water Tanks on the Property, in conformance with the Specific Plan.

(i) Power Substations.[2] The proposed locations for the Substations as described in the Specific Plan are within a Nevada BLM Utility Corridor shown on the Public Facilities and Services Map attached to the 2020 Lyon County Master Plan, adopted December 16, 2021 (the "Established Utility Corridor"). Chapter 235 of the Code provides that power transmission lines located with the Established Utility Corridor may be approved for development upon approval of a design review application, and need not apply for a conditional use permit. Similarly, so long as the conditions set forth below are met (the "Development Agreement Conditions"), the Parties agree that the Substations may be approved for development upon approval of a design review application, and shall not require a conditional use permit. The location of the Substations within the Established Utility Corridor shall be sufficient to meet the

[2] NTD: The Development Agreement in accordance with NRS 278.0201(2)(b)(8) can set forth an administrative process for something that, absent the Development Agreement, may typically require a conditional use permit. That is the approach we are taking with this Section 4.2(b)(i).

requirements of Sections 15.235.04(B) through 15.235.04(G) of the Code and the Specific Plan, Accessory and Conditional Uses, Sections B through G.

The Development Agreement Conditions are as follows:

(A) The Substation(s) are sited within the Established Utility Corridor;

(B) The Substation(s) are set back a minimum of three hundred fifty (350) feet from any residentially zoned property; and

(C) Appropriate fencing is installed, subject to the standards of NV Energy Inc.

(i) Water Tank. The Project will necessitate the construction and long-term utilization of a Water Tank located on the Property. The Water Tank is approved as an accessory use pursuant to the Specific Plan and is, pursuant to this Agreement, a permitted use on the Property that does not require application for or receipt of a conditional use permit to develop and maintain. So long as the conditions set forth below are met (the "Development Agreement Conditions"), the Parties agree that the Water Tank(s) may be approved for development upon approval of a design review application, and shall not require a conditional use permit. The location of the Water Tank(s) shall be sufficient to meet the requirements of the Specific Plan, Accessory and Conditional Uses, Sections B through G.

The Development Agreement Conditions for Water Tanks are as follows:

(A) The Water Tank(s) are sited using best efforts to utilize topography and location to screen the Water Tank from U.S. Highway 50 and U.S. Highway 95A;

(B) Appropriate fencing is installed;

(C) Colors are used on the Water Tank(s) to blend with the overall project and the natural landscape where the water tank(s) are located, as appropriate.

4.3 Changes in Applicable Rules.[3] In accordance with Section 278.0201 of the Code, the Applicable Rules that are applicable to that land and govern the permitted uses of that land, density and standards for design, improvements and construction are those in effect as of the Effective Date, except necessary health and safety regulations and changes to the Applicable Rules that are generally applicable on a County-wide basis and are updates or amendments to building, plumbing, mechanical, electrical, drainage or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization or by the state or federal governments. This Section 4.3 does not prohibit the governing body from adopting new ordinances, resolutions or regulations applicable to that land which are generally applicable on a County-wide basis and do not conflict with those ordinances, resolutions and regulations in effect as of the Effective Date,

[3] NTD: We have revised this section to be clear it is consistent with language and intent of NRS 278.0201.

except that any subsequent action by the governing body must not prevent the development of the Project and Property as set forth herein and on the Specific Plan. Unless otherwise provided herein, in the event of any conflict between the express terms of this Agreement and the Applicable Rules, including, but not limited to the Code, the terms of this Agreement shall prevail. If applicable state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as necessary to comply with such state or federal laws or regulations. The County shall not add or modify any Applicable Rule, including any zoning, land use or building regulation, with the express or inferred intent to specifically or inequitably target the Project, the Property or the data center industry or in a manner that adversely affects the Project, the Property or the data center industry. Provided, that, this Section 4.3 is only applicable if the Property is developed for data center uses and uses accessory to data center uses as contemplated in the Specific Plan.

4.4 Project Approvals. The County represents to the Company that the Project Approvals are the only permits, approvals, reviews and actions of the County (including any agencies, departments or other approving bodies thereof) that are required to commence and complete the development of the Project and the Infrastructure Improvements (defined below) under the Applicable Rules. Nothing herein shall prohibit the Company from seeking other or further permits, approvals, reviews or other actions in connection with the Project or the Infrastructure Improvements as may be deemed necessary or desirable by the Company in its sole discretion. The Project Approvals listed in Exhibit B are required by Chapter 15 of the Code at the time of approval and shall be the only approvals necessary to commence and complete construction and conduct operation of the Project.

4.5 Moratoria or Interim Control Ordinances. No ordinance, resolution, policy or other measure enacted after the Effective Date that relates directly to the Project or to fees associated with or the timing, sequencing or phasing of the development, construction or operation of the Project shall apply to the Project, the Property or this Agreement, unless it is (i) reasonably found by the County to be necessary to the public health and safety of the residents of the County and (ii) generally applicable on a County-wide basis (except to the extent necessary in the event of a natural disaster).

4.6 Other Approvals. The County shall cooperate in good faith with the Company in connection with obtaining any (i) approvals and permits from other governmental or quasi-governmental agencies having jurisdiction over the Property, the Project or the Infrastructure Improvements and (ii) similar documents and instruments from third parties, as may be necessary or desirable in connection with the development or operation of the Project or the Infrastructure Improvements.

4.7 Additional Property. This Agreement is hereby adopted and approved by the County to apply to any real property within the jurisdictional limits of the County that is adjacent and contiguous to the Property (or that is separated from the Property only by roads, public rights of way, easements or similar land rights or uses) that the Company or an affiliate of the Company under the Control of the Company or a Controlling Entity may from time to time acquire following the Effective Date (whether in one or more parcels, "Additional Property"). Any such Additional Property shall be eligible to be included into the Specific Plan area and to be developed at the Company's discretion with uses approved in the Specific Plan. If the Company or an affiliate of

the Company under the Control of a Controlling Entity acquires Additional Property, then automatically upon notice thereof to the County, this Agreement shall apply with respect to, and the definition of "Property" hereunder shall include, such Additional Property regardless of whether the legal description of such Additional Property is actually attached hereto. Provided, that, this Agreement shall not apply to an any such Additional Property unless or until such Additional Property is entitled to be developed with uses approved in the Specific Plan.

4.8 Parcel Split. The Parties acknowledge that, during the Term (defined below), the Property may have one or more of its parcels divided or lot lines adjusted pursuant to County process. Any subdivision and final plat application for the Project will be subject to Applicable Rules.

4.9 Exemption from Noise and Light Limitations during Emergency. In the event the Project has an emergency, which includes, but is not limited to, any event that requires major repairs, the use of a generator or an interruption in operations for a period not to exceed thirty (30) days (each, an "Emergency"), then, for the duration of any such Emergency (not to exceed thirty (30) days), the Project shall not be subject to any noise and light level limitations under the Applicable Rules. Subject to the foregoing, the Company shall make reasonable efforts to reduce any noise or light impact on surrounding properties during the Emergency.

4.10 Subdevelopers. If the Company sells or conveys one or more Parcels to Subdevelopers, the lands so sold and conveyed shall bear the same rights, privileges, intended uses, and configurations, as applicable to such Parcel and be subject to the same limitations and rights of the County when owned the Company and as set forth in this Agreement without any required approval, review, or consent by the County.

ARTICLE V
INFRASTRUCTURE IMPROVEMENTS

5.1 Power. The Company may, or may cause NV Energy Inc. to, construct and maintain above-ground distribution and transmission power lines and structures in connection with the development of the Project (collectively, the "Overhead Power Lines"). Overhead Power Lines shall be subject to any necessary approvals by NV Energy Inc. A portion of the Property is located within the Established Utility Corridor (defined above). All approvals within the Established Utility Corridor will follow the process set forth for the same in the Applicable Rules.

5.2 Dedication of Public Road Improvements. Certain public road improvements to be agreed by the County and the Company which may be located on or off of the Property (the "Public Road Improvements") shall be installed and dedicated to the County once the Project is completed, subject to inspection by the County of the Public Road Improvements and determination in the County's sole discretion that the improvements have been constructed in a good and workmanlike manner and in compliance with applicable federal and State laws, Code, and the Public Road Improvements plans and specifications. If the County does not approve the Public Road Improvements, the County shall submit to the Company a punch list of deficiencies which the Company shall correct within a reasonable amount of time, after which the County shall approve the Public Road Improvements. The Company shall submit a deed, easement, or offer of dedication to the County conveying all right, title and interest in the Public Road Improvements to the County.

The County shall accept and, in the case of a deed or easement, record the conveyance. County will not be required to maintain the Public Road Improvements until such time that Project is completed (or reaches some threshold of completion) and the Public Road Improvements are inspected and approved. Until such time as the Public Road Improvements are accepted for maintenance, Company is solely responsible for maintenance. Further, the County shall not accept the Public Road Improvements for the purposes of maintenance unless at the time of acceptance the improvements have been maintained to the satisfaction of the County and meet County requirements. For the avoidance of doubt, nothing herein obligates the Company to install and dedicate the Public Road Improvements if the Company is able to secure reasonable access to the Property without them.

5.3 Infrastructure Improvements. As the term is used herein, Infrastructure Improvements means the Public Road Improvements, the Overhead Power Lines, the Substations, and the Water Tank and related water infrastructure (collectively, the "Infrastructure Improvements").

5.4 Reimbursement Agreements. To the extent applicable, the County agrees that the public road improvements that may be provided by the Company pursuant to this Article V result in a benefit to the community and subsequent development and shall be eligible for a reimbursement agreement with the County pursuant to Chapter 120 of the Code.

ARTICLE VI
DEED OF TRUSTS

6.1 Deed of Trusts. This Agreement shall not prevent or limit the Company from encumbering the Property or any estate or interest therein, portion thereof, or any improvement thereon, in any manner whatsoever by one or more Deed of Trusts with respect to the construction, development, use or operation of the Project or any portion thereof. The County acknowledges that Lenders may require certain interpretations and modifications of this Agreement. Upon the Company's request from time to time, the County shall meet with the Company and such Lenders to negotiate in good faith any such requests for interpretation or modification. The County shall not unreasonably withhold its consent to any such requested interpretation or modification that is consistent with the intent and purposes of this Agreement. For the avoidance of doubt, any Subdeveloper will have the same rights and privileges as the Company under this Article VI.

6.2 Lender Not Obligated. A Lender shall not have any obligation or duty to perform pursuant to the terms set forth in this Agreement.

6.3 Lender Notice and Cure Rights. If requested in writing by a Lender, the County shall deliver to such Lender any notice of default delivered to the Company hereunder. A Lender shall have the right, but not the obligation, to cure such default within thirty (30) days after such Lender receives such notice, during which period the County shall not exercise any remedies hereunder.

6.4 Disaffirmation. If this Agreement is terminated with respect to a portion of the Property by reason of any default by the Company or as a result of a bankruptcy proceeding of the Company, or if this Agreement is disaffirmed by a receiver, liquidator or trustee for the Company

or its property, then the County, if requested by a Lender, shall negotiate in good faith, with the most senior requesting Lender, a new development agreement for the Project as to such portion of the Property. This Agreement does not require any Lender or the County to enter into a new development agreement pursuant to this Section 6.4.

ARTICLE VII
TERM

The term of this Agreement (the "Term") shall commence on the Effective Date and continue for a period of twenty (20) years. The Company may at any time and for any reason terminate this Agreement automatically upon notice thereof to the County. The Company agrees to provide an update to the Lyon County Commissioners every twenty four (24) months, beginning twenty four (24) months from the Effective Date. Such updates will be informational only and will not affect the Term of this Agreement.

ARTICLE VIII
THIRD PARTY TRANSACTIONS

8.1 Estoppel Certificate. At any time, and from time to time, either Party may deliver written notice to the other Party requesting that such other Party certify in writing, to the knowledge of the certifying Party: (i) that this Agreement is in full force and effect and a binding obligation of the Parties; (ii) that this Agreement has not been amended or modified, or if amended or modified, a description of each such amendment or modification; (iii) that the requesting Party is not then in breach of this Agreement, or if in breach, a description of each such breach; (iv) that the Infrastructure Improvements have been completed, or if not completed, a description of each component of the Infrastructure Improvements that has not been completed; (v) that all construction costs have been incurred and paid by the County (if true), and the amount of all construction costs incurred and paid by the County; (vi) that all construction costs have been reimbursed by the Company to the County (if true), and the amount of any and all construction costs reimbursed by the Company to the County (and any other amounts paid by the Company to the County for the Infrastructure Improvements); (vii) the matters required to be recorded by the County; and (viii) any other factual matters reasonably requested (an "Estoppel Certificate"). The County Manager, or such other person(s) authorized by the County Board or County Manager may execute, on behalf of the County, any Estoppel Certificate requested by the Company that is consistent with this Section 8.1. The County acknowledges that an Estoppel Certificate may be relied upon by transferees or successors in interest to the Company and by Lenders holding an interest in the Property.

8.2 No Third Party Beneficiaries. The only parties to this Agreement are the County and the Company. There are no third party beneficiaries under this Agreement, and except for assignees and successors-in-interests to either Party, this Agreement shall not be construed to benefit or be enforceable by any other party whatsoever.

ARTICLE IX
DEFAULT AND REMEDIES

9.1 Generally. In the event of a default of this Agreement, the non-defaulting Party may provide written notice of the default to the defaulting Party and specify a period of not less than sixty (60) days during which the defaulting Party shall have the right to cure such default; provided, however, that such cure period may be extended if (i) the default cannot reasonably be cured within the cure period provided in such notice, (ii) the curing Party notifies the non-defaulting Party of such fact by no later than the end of the cure period provided in the notice, (iii) the curing Party has theretofore been diligent in pursuing the cure and (iv) the curing Party in such extension notice covenants to (and thereafter actually does) diligently pursue the cure to completion. Without limiting Section 6.3, if the defaulting Party fails to cure the default within such cure period, the non-defaulting Party may either (a) terminate this Agreement or (b) enforce this Agreement by the additional remedies set forth below.

9.2 The Company's Additional Remedies Upon Default by the County. The Company's sole and exclusive remedy under this Agreement for a default by the County shall be specific performance of the rights granted in this Agreement and the County's obligations under this Agreement.

9.3 CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ITS SUCCESSORS OR ASSIGNS, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES.

ARTICLE X
MISCELLANEOUS

10.1 Force Majeure. If due to the occurrence of a Force Majeure Event a Party is unable to meet any obligation hereunder, then the deadline for performing such obligation shall be automatically extended by one (1) day for each day of such Force Majeure Event; provided that such Party shall diligently and in good faith act to the extent within its power to remedy the circumstances of such Force Majeure Event affecting its performance or to complete performance in as timely a manner as is reasonably possible. The occurrence of a Force Majeure Event shall not cause any change to or extension of the Construction Schedule, or any portion thereof, or extend the deadlines, milestones or other dates set forth therein.

10.2 Recitals. The recitals of this Agreement are material terms hereof and shall be binding upon the Parties.

10.3 Notice. Whenever any notice is required or permitted under this Agreement, it shall be in writing and shall be delivered personally, with acknowledgment of receipt being obtained by the delivering Party, or by U.S. Certified Mail, return receipt requested, or by overnight delivery service by a reliable company, such as Federal Express or United States Parcel Service. Until further notification by written notice in the manner required by this Section 10.3, notices to the Parties shall be delivered as follows:

County:

County: Andrew Haskin
Lyon County Manager
27 S. Mains Street
Yerington, NV 89447
Tel: (775)463-6531
Email: ahaskin@lyon-county.org

Copy to: Gavin Henderson
Community Development Director
27 S. Main Street
Yerington, NV 89447
Tel: (775)463-6591

Company:

c/o Tract Management Company, LP
3300 E. 1st Avenue, Suite 600
Denver, Colorado 80206
Attn: Jessica Bennett
Tel: 303.276.7943
Email: Jessica.bennett@tract.com

If notice is given by U.S. Certified Mail, then the notice shall be deemed to have been given on the second (2nd) Business Day after the date the envelope containing the notice is deposited in the U.S. Mail, properly addressed to the Party to whom it is directed, postage prepaid. Notice made by personal delivery or overnight delivery shall be deemed given when received.

10.4 Assignment. The Company may assign its rights and obligations under this Agreement to any (i) affiliate Controlling Entity that controls, is controlled by or is under common control with the Company (and upon such assignment the assigning entity shall be relieved of its covenants, commitments and obligations hereunder) or (ii) any Subdeveloper or other subsequent owner of all or any portion of the Property. If the Company sells the Property in its entirety and assigns its rights and obligations hereunder to its successor in title to the Property, then the assignee shall assume those rights and obligations and the Company shall be relieved of all of its covenants, commitments and obligations hereunder.

10.5 Run with the Land. This Agreement shall run with the Property and any portion thereof as it may be subdivided or recombined. The Company shall record in the Official Records a memorandum of this Agreement in a form acceptable to the County and the Company setting forth the existence of this Agreement.

10.6 Entire Agreement. This Agreement, including all Exhibits attached hereto, contains the entire agreement between the Parties regarding the subject matter hereof, and all prior or contemporaneous communications or agreements between the Parties or their respective

representatives with respect to the subject matter herein, whether oral or written, are merged into this Agreement and extinguished. Except for the Company's right to modify the description of the Property from time to time as set forth herein no agreement, representation or inducement shall be effective to change, modify or terminate this Agreement, in whole or in part, unless in writing and signed by the Party or Parties to be bound by such change, modification or termination. If any term or provision of this Agreement or any application thereof shall be unenforceable, the remainder of this Agreement and any other application of any such term or provision shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties acknowledge and agree that this Agreement represents a negotiated agreement, having been drafted, negotiated and agreed upon by the Parties and their respective legal counsel. Therefore, the Parties agree that the fact that one Party or the other Party may have been primarily responsible for drafting or editing this Agreement shall not, in any dispute over the terms of this Agreement, cause this Agreement to be interpreted against such Party. It is the Parties' collective intention to encourage, promote and aid the Project so that the opportunities and positive community impacts of the Project are fully realized by the County, its citizens and the Company.

10.7 Waivers. The failure to enforce any provision of this Agreement shall not constitute a waiver. Neither Party may waive any condition or breach of any representation, term, covenant or condition of this Agreement, except in a writing signed by the waiving Party and specifically describing the condition or breach waived. The waiver by either Party of any condition or breach of any representation, term, condition or covenant contained in this Agreement shall not be deemed to be a waiver of any other representation, term, condition or covenant or of any subsequent breach of the same or of any other representation, term, condition or covenant of this Agreement.

10.8 Amendments. This Agreement may be amended only in writing signed by the Parties, and their successors and assigns. The County may approve amendments administratively that are of a non-substantive, clarifying nature or that do not substantially affect the rights of the Parties. All other amendments require County Board approval. The County, after good faith consultation with the Company, shall determine which amendments qualify for administrative approval. The County and a Subdeveloper may enter into an amendment to this Agreement only as it applies to such Subdeveloper's land without any impact to any other Subdeveloper.

10.9 Governing Law. This Agreement is governed by and shall be construed in accordance with the laws of the State of Nevada.

10.10 Interpretation. The section headings of this Agreement are for convenience of reference only and shall not be deemed to modify, explain, restrict, alter or affect the meaning or interpretation of any provision hereof. Whenever the singular number is used, and when required by the context, the same includes the plural, and the masculine gender includes the feminine and neuter genders. All references herein to "Section" or "Exhibit" reference the applicable Section of this Agreement or Exhibit attached hereto; and all Exhibits attached hereto are incorporated herein and made a part hereof to the same extent as if they were included in the body of this Agreement. The use in this Agreement of the words "including", "such as" or words of similar import when used with reference to any general term, statement or matter shall not be construed to limit such term, statement or matter to the specific terms, statements or matters, unless language of limitation, such as "and limited to" or words of similar import are used with reference thereto.

Rather, such terms shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such term, statement or matter.

10.11 Counterparts. This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the Parties in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A scanned or photocopy signature on this Agreement, any amendment hereto or any notice delivered hereunder shall have the same legal effect as an original signature.

10.12 Business Days. As used herein, the term "Business Day" shall mean a day that is not a Saturday, Sunday or legal holiday in the State of Nevada. All other references to "days" hereunder shall mean calendar days. If the date for the performance of any covenant or obligation under this Agreement shall fall on a Saturday, Sunday or legal holiday in the State of Nevada, then the date for performance thereof shall be extended to the next Business Day.

10.13 Effect on Other Vested Rights. This Agreement does not abrogate any rights established or preserved by any applicable law, or by any other agreement or contract executed by the County and the Company in connection with the Project, or that have vested or may vest pursuant to common law or otherwise.

10.14 Confidential Information. The Company may designate any trade secrets or confidential business information included in any report or other writing delivered to the County pursuant to or in connection with this Agreement by any method intended to clearly set apart the specific material that the Company claims to be either its trade secrets or confidential business information that, if released, would give an advantage to competitors or result in unfair competitive injury to the Company (such information, collectively, "Confidential Business Information"). For the avoidance of doubt, all building plans, building diagrams, business projections, non-public financial information, and operating data related to the Company, including, but not limited to water utilization rates shall be deemed Confidential Business Information. The County shall redact or delete any Confidential Business Information from any records it makes available for inspection or of which it provides copies. Within five (5) Business Days following the County's receipt of any request to inspect or obtain copies of public records relating to this Agreement or the Project, the County shall provide written notice of the same to the Company, which notice shall include a copy of such request. The County shall not allow inspection or provide copies of any such records until the Company shall have had not less than ten (10) Business Days (following and excluding the day on which the Company receives such notice) to determine whether to contest the right of any party to inspect or receive copies of such records. Any such action to enjoin the release of Confidential Business Information may be brought in the name of the Company or the County. The costs, damages, if any, and attorneys' fees in any proceeding commenced by the Company or at its request by the County to prevent or enjoin the release of Confidential Business Information in any public records relating to this Agreement or the Project shall be borne by the Company. Nothing contained herein is intended to contravene any requirements of the Nevada Public Records Act and Chapter 239 of the Nevada Revised Statutes.

10.15 Attorneys' Fees. If any action is brought by either Party against the other Party, relating to or arising out of this Agreement or the enforcement hereof, the prevailing Party shall be entitled to recover from the other Party the reasonable attorneys' fees, costs and expenses

incurred in connection with the prosecution or defense of such action, including the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The provisions of this Section 10.15 shall survive the termination of this Agreement and the entry of any judgment and shall not merge, or be deemed to have merged, into any judgment.

10.16 Further Assurances. Upon the request of the other Party, each Party agrees to (i) furnish to the other Party such requested information, (ii) execute and deliver to the other Party such requested documents and (iii) do such other acts and things reasonably required for the purpose of carrying out the intent of this Agreement.

10.17 Waiver of Jury Trial. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (I) ARISING UNDER THIS AGREEMENT OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO. EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY A BENCH TRIAL WITHOUT A JURY AND THAT EITHER PARTY MAY FILE A COPY OF THIS AGREEMENT WITH ANY BOARD AS EVIDENCE OF SUCH WAIVER.

[Signatures appear on following page]

COUNTY:

LYON COUNTY,
a municipal corporation of the State of Nevada

_____

ATTEST:

_____
County Recorder

APPROVED TO FORM:

_____
County Attorney

COMPANY:

_____ LLC,
a limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT A

PROPERTY

EXHIBIT B

PROJECT APPROVALS

COMPLETE PROJECT APPROVALS

1. County Board Adoption of Ordinance Adopting Development Agreement PLZ-2024-050
2. Master Plan Amendment Approval, PLZ-2024-066
3. Zoning Map Amendment Approval PLZ-2024-052Character District Amendment Approval PLZ-2024-051

REMAINING PROJECT APPROVALS

1. Boundary Line Adjustment and Reversion to Acreage - Administrative
2. Administrative Design Review for site design including for the Substations
3. County Engineer approval of a grading and excavation permit for work on the project site following submission of an application.
4. Building permit(s)
5. Building inspections and on-site facility inspections
6. Construction permit(s) for off-site utilities/facilities.
7. Inspections for off-site utilities/facilities.
8. Permit for off-site fiber
9. Storm Water Pollution Prevention Plan (SWPPP) permit(s)
10. Traffic Control plan

Citizen Advisory Board

Letter of Transmittal

Meeting Date: April 7th, 2025

Advisory Board: Silver Springs Advisory Board

Please select which board this item is to be brought before:

Board of Commissioners X, (and/or) Planning Commission X

Agenda Item:

Planning Item: For Possible Action: To forward a recommendation to the Board of County Commissioners for the request from TRACT Capital Management, LP, for approval of a Development Agreement for the Silver Springs Technology Park, which is proposed to include data centers, high voltage electrical power lines and substations, and other utility and roadway improvements on approximately 460 acres with SI (Service Industrial) zoning; (APNs 015-091-08, and 015-111- 01, 02, 04, 05, and 06); PLZ-2024-050.

Recommended Motion and/or Report:

Chair Adam McGuire moved to forward a recommendation of APPROVAL to the Planning Commission and Board of County Commissioners for the request from TRACT Capital Management, LP, for approval of a Development Agreement for the Silver Springs Technology Park. It was seconded by Vice Chair Ammon Terpening. The motion passed (5-0)

Advisory Board or Public Concerns:

Submitted By: Katie Baker, Secretary

17.a Presentation Late Backup

Community Development Department

Silver Springs Technology Park Development Agreement

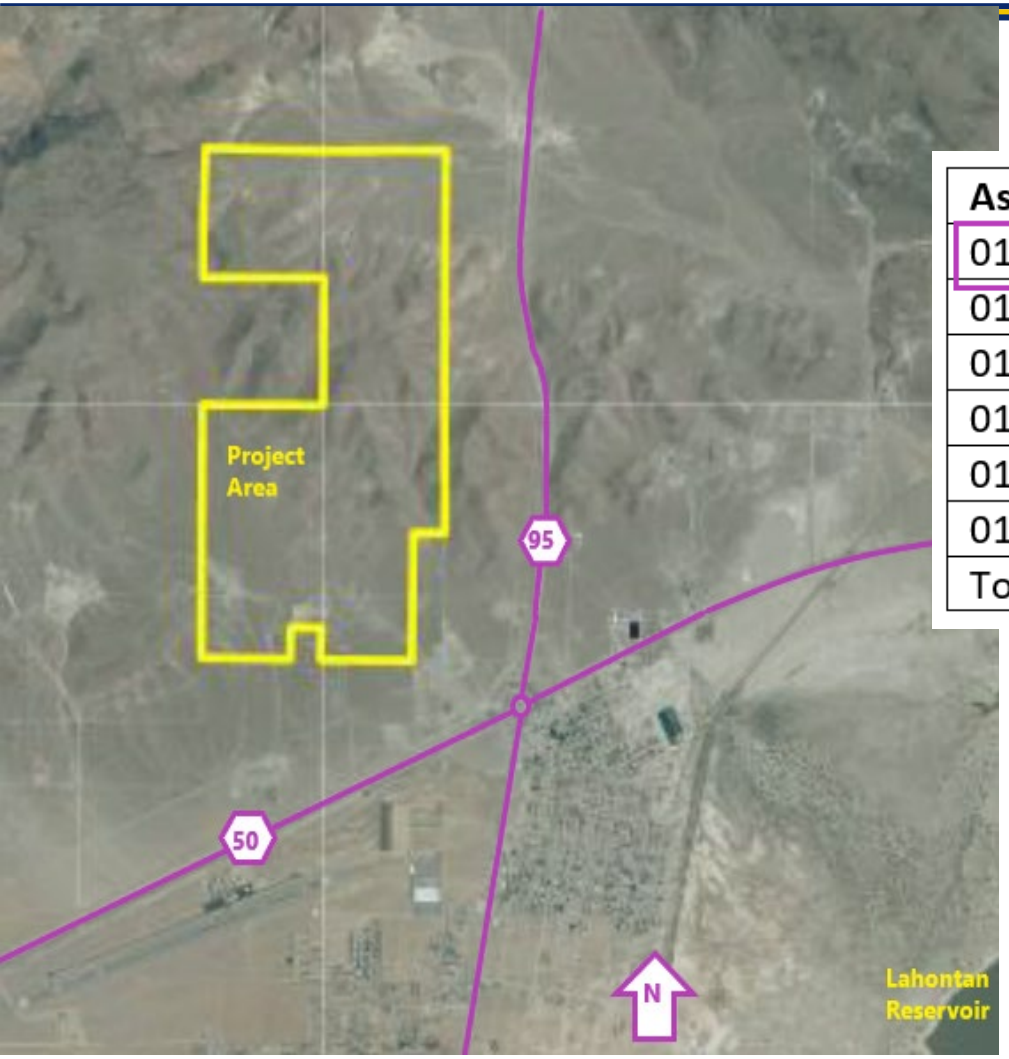
PLZ-2024-050: Item 17.a

Board of County Commissioners

May 1, 2025

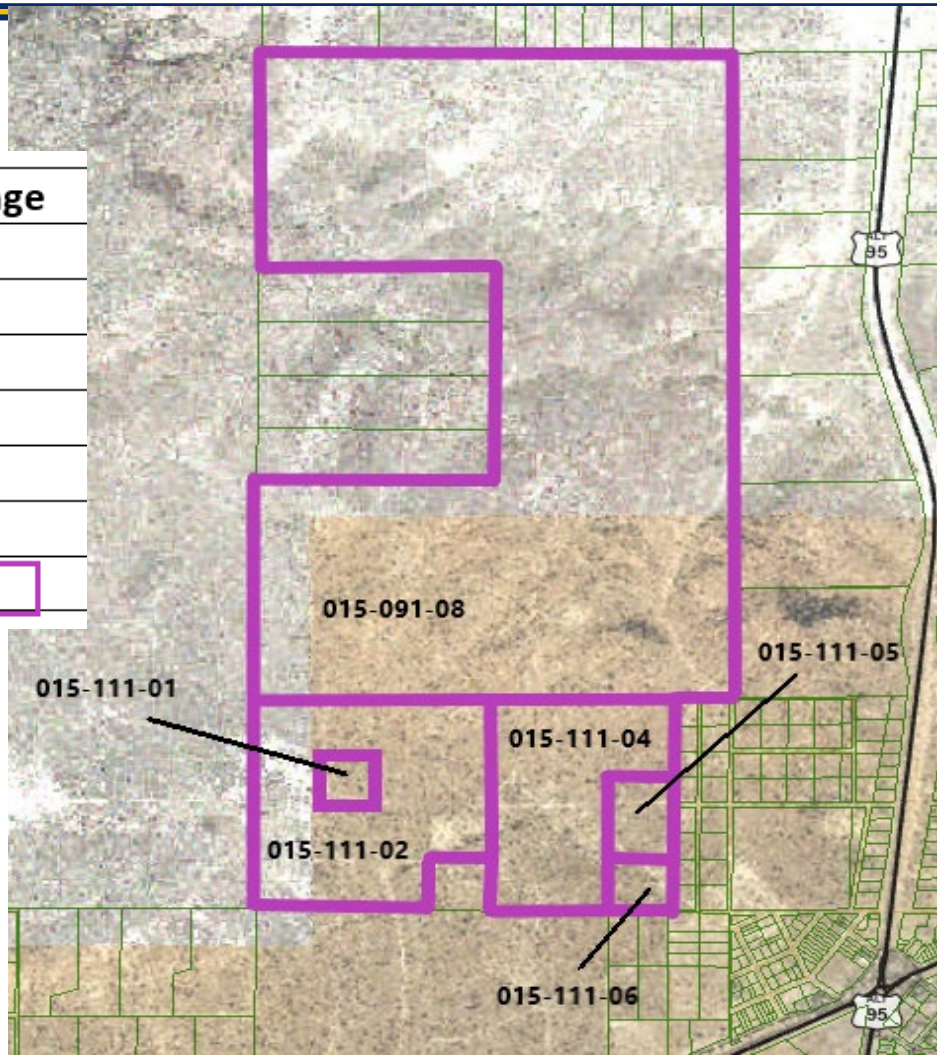
Community Development Department

Silver Springs Technology Park
NW of Highways 95A and 50 Traffic Circle



Six (6) Subject Parcels

Assessor Parcel Number	Acreage
015-091-08	800
015-111-01	10
015-111-02	140
015-111-04	95
015-111-05	15
015-111-06	10
Total acreage	1,070



Silver Springs Technology Park (SSTP) Specific Plan

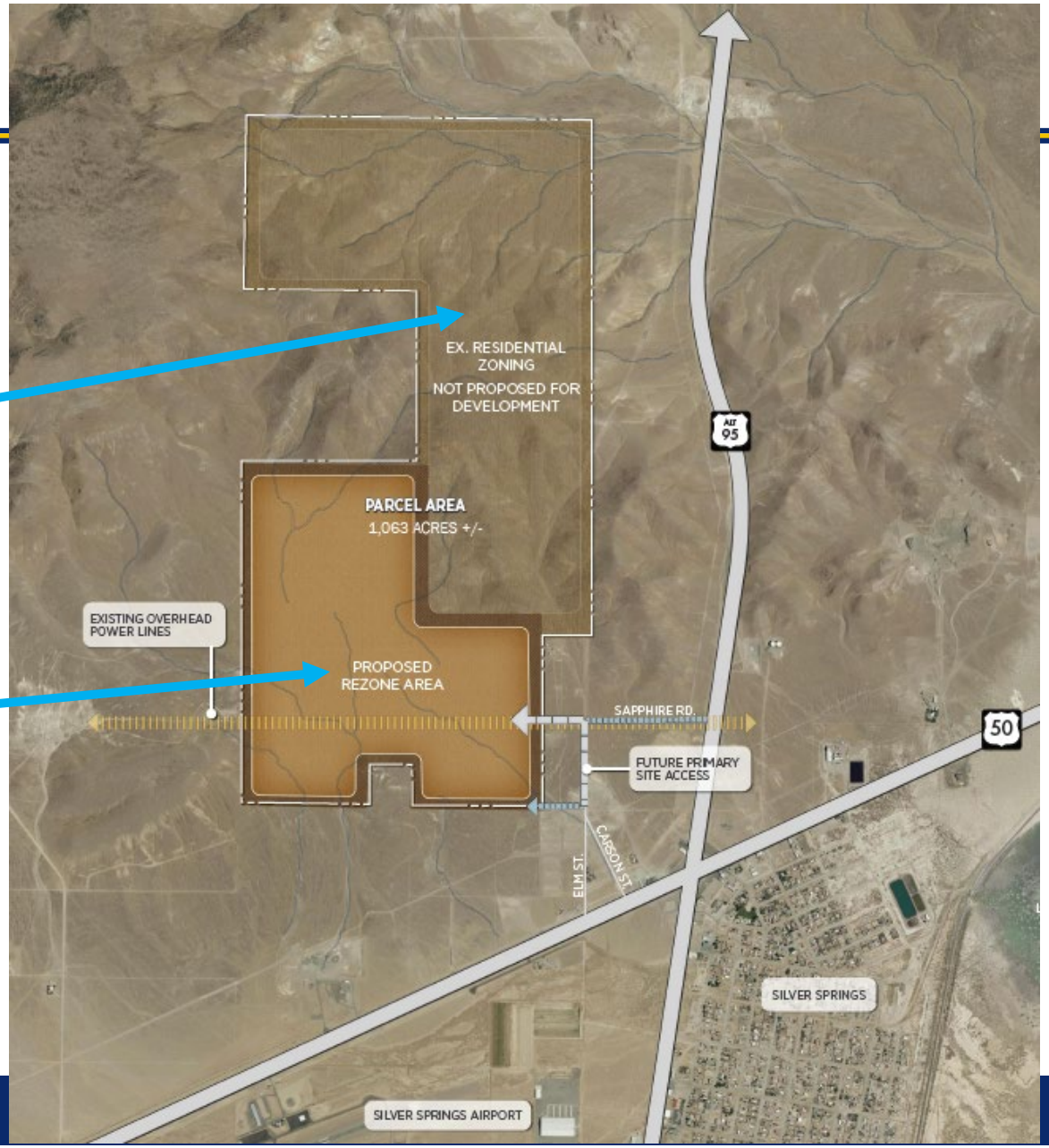
Community Development Department

The Silver Springs Technology Park (SSTP) Specific Plan was approved by the Lyon County Board of County Commissioners on March 6, 2025.

The Planning Commission recommended approval of the DA on April 8, 2025.

~610 Acres
- **NOT** part of SSTP Specific Plan

460 Acres
-location of Data Center Project and SSTP Specific Plan



SSTP SP – Data Center typical

Exteriors are similar to warehouse type uses.

SSTP SP – Data Center typical interiors

Computer servers and cooling/monitoring systems

Community Development Department

Development Agreement - highlights

The Development Agreement has been reviewed by the Lyon County District Attorney for compliance with the SSTP Specific Plan. The Development Agreement provides additional legal standing for the County to define how future reviews and entitlements will progress including the following:

- **Power Substations** located within the **Aboveground Utility Corridor** ("Corridor") as delineated in the Lyon County 2020 Master Plan, and designed in accordance with the standards of the SSTP and the Development Agreement, shall be **subject to Administrative Design Review** (ADR) instead of Conditional Use Permits (CUP);

- A **water tank** will be recognized as **accessory** to the data center and reviewed through the ADR process;

- **Public roadway improvements** shall be constructed at the **developer's expense** and inspected and approved by Lyon County before the County will accept them for maintenance responsibilities; and

- The **Development Agreement** will have an **effective term** of **20 years**, with the developer giving the County progress updates every **two years**.

Planning Commission

On April 8, 2025, the Planning Commission recommended approval of the Development Agreement to the Board of County Commissioners (voting 7-0).

Topics of discussion included the following as the relate to the Development Agreement.

- Default and Remedies
- Reimbursement

Defaults and Remedies

ARTICLE IX
DEFAULT AND REMEDIES

Article IX of the DA is **Default and Remedies**

Sections 9.1, 9.2. and 9.3 provide guidance for defaulting parties to be noticed with a timeline for correction.

- The County retains the right to terminate the agreement for a Developer-default
- The Developer retains the right to develop as the DA describes for a County-default

Reimbursements

ARTICLE V
INFRASTRUCTURE IMPROVEMENTS

Section 5.4 of Article V of the DA includes a clause for Reimbursement of costs borne by the developer for roadway improvements, subject to Chapter 15.120.

Reimbursement Agreements. To the extent applicable, the County agrees that the public road improvements that may be provided by the Company pursuant to this Article V result in a benefit to the community and subsequent development and shall be eligible for a reimbursement agreement with the County pursuant to Chapter 120 of the Code.

Reimbursements

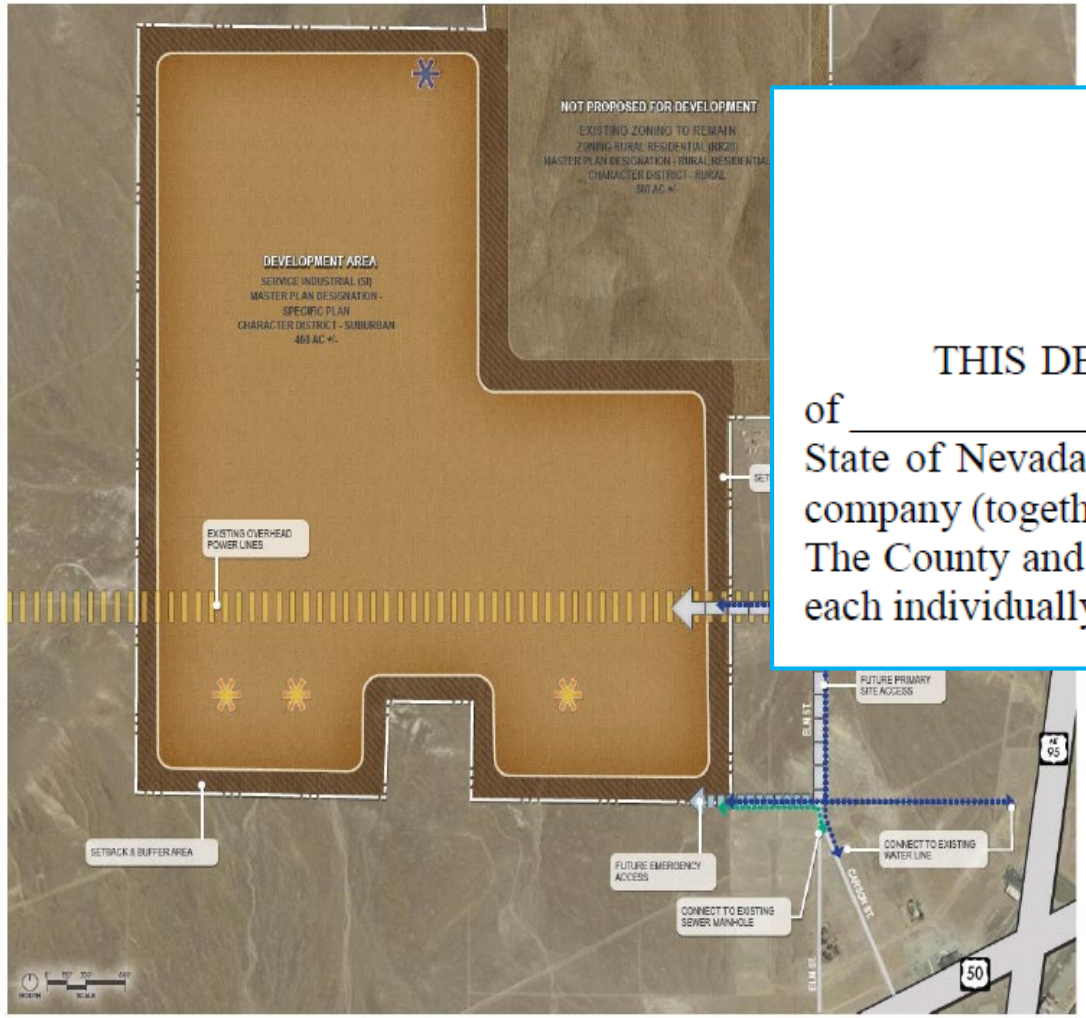
ARTICLE V
INFRASTRUCTURE IMPROVEMENTS

Chapter 15.120 REQUIRES additional hearings and approval by the Board of County Commissioners for any future Reimbursement Agreements and does not obligate the County to enter into an agreement.

15.120.05: FINDINGS FOR APPROVAL:

The decision whether to enter a reimbursement agreement is discretionary, and nothing contained in this chapter is intended to vest enforceable rights to a reimbursement agreement in any person.

Questions?



DRAFT

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of _____ __, 2025 by and between LYON COUNTY, a body corporate and politic of the State of Nevada (the "County"), and _____, LLC a _____ limited liability company (together with its affiliates and their respective successors and assigns, the "Company"). The County and the Company are sometimes referred to herein collectively as the "Parties" and each individually as a "Party".

Motion for proposed ordinance to adopt a DA

Based on the aforementioned Findings, I propose an ordinance adopting the Development Agreement between Lyon County and TRACT Capital Management, LP for the development of the Silver Springs Technology Park ("SSTP") Specific Plan for 460 acres of six (6) parcels that total approximately 1,070 acres, located west of US Highway 95A and north of US Highway 50 in Silver Springs (APNs 015-111-01, 02, 04, 05, 06 and a portion of 015-091-08), PLZ-2024-050. Any approval, modification or denial of the agreement will be at the time of the public hearing on the ordinance.

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: May 1, 2025

Agenda Item Number:
18.a

Subject:
For Possible Action: Discuss and provide direction to the County Manager regarding legislation for the 83rd session of the Nevada Legislature, Legislation includes Assembly Bills 81, 462; Assembly Joint Resolution 1; and Senate Bills 53, 303, 364, 423.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Discuss and approve direction to the County Manager regarding legislation for the 83rd session of the Nevada Legislature, Legislation includes Assembly Bills 81, 462; Assembly Joint Resolution 1; and Senate Bills 53, 303, 364, 423 based on staff recommendations.

ATTACHMENTS

-

Priority Bills 83rd Nevada Legislative Session

STAFF REPORT

BOARD OF COUNTY COMMISSIONERS

MAY 1, 2025

EMERGENCY MANAGEMENT & GOVERNMENT AFFAIRS

Assembly Bill 81 - Summary

- Exempts Nevada from the federal provisions requiring the observance of daylight saving time. Nevada would remain on Pacific Standard Time throughout the entire year.

Bill Sponsor: Assemblymembers La Rue Hatch, D'Silva, Edgeworth, Flanagan, Hunt, Nguyen; Senators Nguyen, Buck, Ellison, Steinbeck, Stone, and Titus

Staff Recommended Position: Neutral and express potential impacts to bill sponsors

EMERGENCY MANAGEMENT & GOVERNMENT AFFAIRS

Assembly Bill 462 - Summary

- Authorizes the creation of an inland port authority and industrial parks, and allows an entity establishing the port authority to adopt an ordinance creating a tax increment finance area.
- Provisions for school districts to offer career exploration opportunities and other provisions related to career pathways programs

Bill Sponsor: Assemblymember Shea Backus

Staff Recommendation: Oppose text as Reprint 1

LYON COUNTY
EMERGENCY MANAGEMENT & GOVERNMENT AFFAIRS

Assembly Joint Resolution 1 - Summary

- Proposing to amend the Nevada Constitution to revise provisions relating to the assessment and taxation of real property which is sold or transferred.
- Was amended to remove tax assistance rebates for senior citizens to focus on single issue.

Bill Sponsor: Assemblymember Natha Anderson

Staff Recommendation: Support text as Reprint 1

EMERGENCY MANAGEMENT & GOVERNMENT AFFAIRS

Senate Bill 53 - Summary

- Requires the timely posting of emergency road closures and hazards by GPS navigation providers.

Bill Sponsor: Senate Growth and Infrastructure (on behalf of Lyon County)

Status Update: Failed to meet deadline. No further action.

EMERGENCY MANAGEMENT & GOVERNMENT AFFAIRS

Senate Bill 303 - Summary

- Revises provisions relating to civil liability to persons using certain premises for recreational activity under certain circumstances.

Bill Sponsor: Senate Committee on Finance (on behalf of the City of Fernley)

Staff Recommended Position: Oppose text as Reprint 1

EMERGENCY MANAGEMENT & GOVERNMENT AFFAIRS

Senate Bill 364 - Summary

- Authorizes qualified businesses to apply to GOED for partial abatement from certain taxes imposed in connection of railroad tracks, railroad spurs, and other rail-related infrastructure
- Prescribing certain requirements and conditions for partial abatement.

Bill Sponsor: Senator Michelee Cruz-Crawford

Staff Recommended Position: Oppose text as Reprint 1

LYON COUNTY
EMERGENCY MANAGEMENT & GOVERNMENT AFFAIRS

Senate Bill 423 - Summary

- Creates the Account for Public Health; authorizing direct allocations of $4,925,000 each biennium to the account and a $225,000 allocation to each county not covered by a health district for foundational public health services.

Bill Sponsor: Senate Committee on Health & Human Services

Staff Recommended Position: Support text as Reprint 1

EMERGENCY MANAGEMENT & GOVERNMENT AFFAIRS

Questions?

Taylor Allison, Director
Emergency Management & Government Affairs
tallison@lyon-county.org
Office: (775) 344-8325

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: May 1, 2025

Agenda Item Number:
18.b

Subject:
For Possible Action: Review and approve the proposed changes and updates to the Citizen Advisory Handbook and the Citizen Advisory By-Laws.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- CAB Bylaws 2025
- CAB Handbook 2025

LYON COUNTY CITIZEN ADVISORY BOARD BY-LAWS

ARTICLE I - General

1. Citizen Advisory Boards are established by the Lyon County Commission to represent residents of Lyon County in designated geographical areas. Citizen Advisory Boards provide information and recommendations to the Lyon County Commission and to other appointed Lyon County boards and commissions. Within their respective geographic area of responsibility, Citizen Advisory Boards:
   a. Provide input ~~advice~~ on land use, services, budget, taxes and other matters;
   b. Represent the views and concerns of citizens in a fair and equitable manner;
   c. Serve as a liaison between the citizens of Lyon County and the County Commissioners; and,
   d. Disseminate information to the citizens on issues of concern.

2. Citizen Advisory Board members should strive to keep the citizens within their geographic areas of responsibility informed. Information provided to the Citizen Advisory Boards should be distributed by the advisory board members to the citizens to the maximum extent possible.

3. Citizen Advisory Boards act in an advisory capacity only. Issues of concern noted by the Citizen Advisory Board shall be presented to the appropriate Lyon County Board, commission, department, or liaison either in writing or at a public meeting.
   a. Citizen Advisory Boards shall record any ~~issues, matters~~concerns or issues during advisory board meetings and provide this information to the appropriate board, commission, department or liaison. The advisory board may also decide to provide a recommendation of approval or denial; however, the advisory board should primarily concentrate its efforts on gathering and providing adequate information to the Lyon County Board of Commissioners~~. and/or Lyon County Planning Commission~~.
   b. New members must attend a new member orientation training session annually. Failure to comply with this requirement may result in automatic removal from the Citizen Advisory Board.

4. The Lyon County Manager's Office provides membership documents, records retention, and office supplies to all Citizen Advisory Boards. Citizen Advisory Boards should contact the Advisory Board Liaison if a question arises in these areas of support. A copy of all minutes, notice of posting, audio files and agendas must be provided to the County Manager's Office for public record retention within 45 days or the next meeting, whichever occurs first.

ARTICLE II – Representation

1. Citizen Advisory Board members must reside within the geographic area of responsibility for their advisory board.~~ Citizen Advisory Board members must also be registered to vote, within Lyon County.~~

2. Applicants must fill out an Advisory Board Application that will be reviewed by the Lyon County Commission prior to review of possible appointment to a Citizen Advisory Board.

3. Vacancies on a Citizen Advisory Board will be filled according to Lyon County Code.
   a. If no acceptable applications are received for a Citizen Advisory Board position the affected Citizen Advisory Board will hold nominations on their agenda until an appropriate candidate can be brought forward for appointment to the Board of Commissioners.

ARTICLE III – Removal from Citizen Advisory Board

1. The Lyon County Commission may remove a Citizen Advisory Board member for the following:
   a. Poor performance or unprofessional conduct
   b. Ethics violations or open meeting law violations
   c. The applicant misrepresented themselves in the application process
   d. Three unexcused absences

2. The Chair of ~~the Board~~the Citizen Advisory Board will notify the County Manager's office when a member is subject to the aforementioned. The County Commissioners will then take appropriate actions to notify the member. The County Manager's office may place an item on the Commission agenda. A vote of the Board of County Commissioners is necessary to remove a Citizens Advisory Board member.

ARTICLE IV – Meetings

1. Each Citizen Advisory Board should meet once a month, in a meeting place in or near their geographic area of responsibility. Meetings will be noticed and conducted in accordance with the Nevada State Open Meeting Law. The meeting place will be at a location accessible to the general public and pursuant to the Americans with Disability Act that will accommodate people with disabilities. Whenever possible, these meetings should be conducted in a publicly owned building.

2. For public convenience, each Citizen Advisory Board will schedule its meeting for the same day of week, time and location ~~of each meeting~~. However, the Citizen Advisory Board may move the meeting place to encourage community/neighborhood attendance for a specific meeting. If the meeting place is moved, then the Citizen Advisory Board must notify the Lyon County Manager's Office and highlight the new location in bold letters on the public notice for the meeting. The agenda will be posted at both the original and new locations, plus locations as noted on the agenda.

3. Each Citizen Advisory Board will prepare an agenda. The agenda and minutes will be prepared in a format approved by the Lyon County District Attorney's Office and in accordance with the Nevada State Open Meeting Law.

4. When a Citizen Advisory Board desires to make a permanent change to its regular meeting date and/or time, then the following process will be followed:

    a. The Citizen Advisory Board will announce the intent and reason for the change as an action agenda item during a regular meeting. The Citizen Advisory Board will notify the Lyon County Commission by letter or via email prior to the meeting of the intent and reason.

    b. At the next regular meeting, the Citizen Advisory Board will schedule an agenda item to vote on the proposed change. The results of this vote will be submitted as a request to the Board of Commissioners by a Letter of Transmittal and delivered to the liaison. The correspondence will include the contents discussed, final action, and requested action by the Board of County Commissioners.

    c. The Board of County Commissioners will then vote at their regularly scheduled meeting. The liaison will notify the Citizen Advisory Board if~~of~~ the requested change was approved. ~~Following, if~~If the Board of Commissioners agrees to the change, the proposed change will be effective immediately.

5. Special meetings of a Citizen Advisory Board may be called by the Chair, by a majority of the board members, or by the Lyon County Commission.~~–~~ Special meetings will be noticed according to the Nevada State Open Meeting Law.

6. Joint meetings between a Citizen Advisory Board and the Lyon County Commission may be held when requested by the Chair of the Citizen Advisory Board or the Lyon County Commission.

ARTICLE V – Quorum and Attendance

1. A simple majority of the Citizen Advisory Board members constitutes a quorum for the transaction of business. A vote which results in a simple majority of the quorum is sufficient to carry any action item.

2. Citizen Advisory Board members are expected to attend all regular meetings. The Chair can excuse members who are unable to attend a meeting. The ~~and such~~ absence and the Chair's approval of the absence must be noted as such in the minutes.

ARTICLE VI – Recommended Order of Business

1. Citizen Advisory Boards must follow a standard order of business to adhere to the Nevada State Open Meeting Law and for public convenience. The content and results of advisory board meetings are more important than adhering to strict meeting formats; however, Citizen Advisory Boards must follow an agenda to ensure an orderly meeting. Agendas should contain, at a minimum, the following items:

a. Name of the Citizen Advisory Board
b. Weekday, date and time of meeting
c. Building and address of meeting
d. OML notice, to hear items in a different order to accomplish business
e. Call to Order
f. Roll Call/Determination of Quorum
g. Public Participation
h. Review and adoption of Agenda
i. Approval of Minutes
j. Community Reports (reports from County agencies or departments)
k. Correspondence
l. Chair/Member comments.
m. Public Comment
n. Adjourn
o. Posting Locations

All agendas must conform to Nevada State Open Meeting Law requirements, including the requirement of specificity in description of an item sufficient to inform the public of likely action to be taken by the Citizen Advisory Board.

ARTICLE VII – Officers

1. Citizen Advisory Boards shall appoint from its membership the following officers: Chair, Vice-Chair, and Secretary. A person may not hold more than one office at a time. All officers are voting members. The Lyon County Commission will be notified in writing of the officers for each Citizen Advisory Board.

2. Appointment of officers will be held annually or as vacancies occur. The appointment for officers shall be held during a regular Citizen Advisory Board meeting and will be agendized. ~~-~~The term of office for each officer will ~~be up to~~set through December 31~~1~~st. ~~1~~st Annual appointment of officers shall be completed ~~by~~ at the first meeting ~~in January~~of the new year. Newly appointed officers will assume office immediately upon appointment.
   a. In the event a vacancy is created during an officer's term, the Citizen Advisory Board will conduct a special appointment to fill the vacancy at their next regular meeting.

3. The Chair is responsible for the following duties:
   a. Chair all Citizen Advisory Board meetings;
   b. Call special meetings of the Citizen Advisory Board with appropriate prior public notice;
   c. Appoint all committees in accordance with Article 10 of these bylaws;
   d. Excuse members from attending a Citizen Advisory Board meeting;
   e. Approve the agenda for publication. The Chair shall coordinate with the secretary to prepare a draft agenda for review and will approve the agenda prior to submitting the agenda to the County Manager for final approval and posting;

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f. Ensure that agendas are posted in accordance with the Nevada State Open Meeting Law at the locations noted on the agenda. The Chair will certify such posting at the beginning of each Citizen Advisory Board meeting;
g. Approve correspondence, reports or a Letter of Transmittal initiated by the Citizen Advisory Board prior to submitting ~~the of~~ such correspondence to the Lyon County Commission or to other boards, commissions, departments or agencies;
h. Represent the Citizen Advisory Board at public hearings before the Lyon County Commission or other County boards or commissions. In the event that the Chair is unable to appear, the Chair may designate an alternate representative with the consent of the other board members.

4. The Vice-Chair is responsible for the following duties:
   a. Assume the duties of the Chair in the absence of the Chair; and
   b. Perform other duties as assigned by the Chair.

5. The Secretary is responsible for the following duties:
   a. Assume the duties of the Chair in the absence of the Chair and the Vice-Chair;
   b. Record audio and minutes of the Citizen Advisory Board meeting according to the Nevada State Open Meeting Law. A copy of the audio and minutes will be provided to the Lyon County Commission office for public record within 45 days of the meeting date;
   c. Post meeting agendas in accordance with the Nevada State Open Meeting Law and at the locations noted on the agenda;
   d. Perform other secretarial duties as assigned by the Chair.
   e. The secretary will send audio recordings and final minutes to the County Manager's office for retention and distribution.

ARTICLE VIII – Correspondence

1. Any correspondence representing the Citizen Advisory Board shall be signed by the Chair, or in that officer's absence, any other officer of the advisory board. The Secretary may sign correspondence on behalf of the Chair only with the Chair's permission and when the Chair is unable to sign personally.

ARTICLE IX – Expenditures

1. The Lyon County Manager's office will review all requests for expenditures for the Citizen Advisory Board prior to any expenditure being made.

ARTICLE X – Committees

1. The Chair of the Citizen Advisory Board may appoint, with the concurrence of the rest of the advisory board, the following committees:
   a. Standing committees (comprised of advisory board members) as are required to carry out the business of the advisory board; and

b. Ad hoc committees, whenever the need arises, provided that the duties, scope of authority and length of duration of such committees are clearly specified at the time of their appointment. Ad hoc committees are subject to the following constraints:
   1.) The Lyon County Commission will be notified of the ad hoc committee's duties, scope of authority, length of duration and membership;
   2.) A member of the Citizen Advisory Board shall serve on each ad hoc committee;
   3.) Remaining ad hoc committee members should be from the geographic area of the Citizen Advisory Board, but need not be members of the advisory board; and
   4.) Reports from the ad hoc committee should be given to the Citizen Advisory Board at regular intervals during the boards' public meeting.

2. The Chair of the Citizen Advisory Board may also appoint, with the concurrence of the rest of the advisory board, the chair of the standing or ad hoc committees.

ARTICLE XI – Amendments

1. Amendments to these bylaws may be recommended by the Citizen Advisory Board to cover unique issues or concerns in the boards' geographic area of responsibility. These amendments shall be limited in scope and specialized to respond to the specific issue or concern.

2. Proposed amendments to the standard bylaws shall be discussed as an agenda item by the Citizen Advisory Board during at least one public meeting. Issues, concerns and any appropriate recommendations from the public meeting will accompany the proposed amendment request.

3. Amendments to these bylaws do not take effect until approved by the Lyon County Board of Commissioners. Proposed amendment requests will be submitted by the Citizen Advisory Board to the Lyon County Commission for approval.

4. Amendments will be compiled at the end of these bylaws and will contain the date approved by the Lyon County Board of Commissioners.

ARTICLE XII - Effective Date

These bylaws shall be effective from and after their adoption by the Lyon County Board of Commissioners on ~~March 18~~May 1~~,~~, 202~~5~~~~1~~.

Approved: _____
~~Vida~~ Scott Keller, Chairman
Board of County Commissioners

Attest:_____
~~Nikki Bryan~~Staci Lindberg, Clerk

CITIZEN ADVISORY BOARD HANDBOOK

Citizen Advisory Boards are an invaluable source of information and feedback for Lyon County's elected and appointed officials.

Welcome to the Lyon County Citizen Advisory Board!
You have accepted an important responsibility to help Lyon County government be responsive to the needs of your neighborhood and community. This handbook has been prepared in an effort to help you better understand the purpose of Citizen Advisory Boards (CAB), along with your responsibilities and duties.

Lyon County has provided this copy of the handbook for you to keep. It is presented in a loose-leaf format so that it may be updated as needed. Feel free to make notes, underline, and use it as a working tool and guide. It should prove to be a valuable resource to you during your term on the Citizen Advisory Board.

Citizen Advisory Boards are an invaluable source of information and feedback for Lyon County's elected and appointed officials. Your decision to become involved in and improve our local government is an admirable one. On behalf of the Board of County Commissioners, we would like to thank you for your participation.

Sincerely,

Lyon County Board of Commissioners
District I: ~~Wes Henderson~~John Cassinelli
District II: ~~Vida Keller~~Scott Keller
District III: ~~Ken Gray~~Tammy Hendrix
District IV: Robert Jacobson
District V: Dave Hockaday

27 S. Main Street
Yerington, Nevada 89447
Phone (775) 463-6531

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INTRODUCTION

Citizen Advisory Boards (CABs) help to identify issues of importance to their communities and facilitate the flow of information between the Board of County Commissioners and the public. With a growing population and diversification of interests, it has become increasingly difficult for the five County Commissioners to identify, prioritize, and address the concerns of their constituents. You can help the Commissioners be more aware of the concerns of your community and issues that impact the County as a whole.

Secondly, we need the advisory boards to increase public awareness and citizen participation on issues impacting their communities. Our goal is for citizens to better understand decisions made by County Commissioners, and to ensure that their voices and input are heard and considered in connection with those decisions.

The CAB Chair is the primary contact person responsible for communication with the Board of County Commissioners. Other CAB ~~Board~~ members are generally expected to direct communication through the Chair but may communicate directly in the event of the Chair's unavailability or as otherwise necessary. Nothing herein restrict~~ion~~s the right of any CAB member to make public comment or express his/her views in accordance with state and federal law. A list containing the name of each board member, along with contact information, and the CAB's meeting time~~s~~ is available for public distribution. Contact the Commissioners' office at 775-463-6531.

Areas of concern to a CAB may include neighborhood cleanup, animal control, land development, garbage pickup, park development, rezoning, street ~~lighting, and annexation~~lighting, annexation, ~~youth programs, helping the Road Division set priorities for street paving and maintenance~~Road maintenance concerns, and ~~many others~~other issues that fall within the jurisdiction of the Board of County Commissioners. . Essentially, a Citizen Advisory Board may address any issue that is of concern to the community and within the control of the Board of County Commissioners.

While Citizen Advisory Boards study and give input on these types of public issues, they are not responsible for the actual preparation of policies or programs. Their purpose is to communicate ideas and concerns to the County Commissioners. The Commissioners retain all decision-making authority vested in them under federal, state, and local laws, codes or regulations.

Monthly CAB meetings to discuss issues and concerns are open public meetings. These meetings are a forum for people with varying backgrounds, experiences, and preferences to be heard on issues that relate to their communities. CABs are expected to make every effort to create an atmosphere that is open, tolerant, and ultimately conducive to this purpose. CABs may place reasonable time, place, and manner restrictions on the speech of their attendees but should never

prohibit speech on the basis of the speaker's viewpoint. In addition, the CAB meetings are subject to the rules and requirements of the Nevada Open Meeting Law.

CABs are otherwise governed by the bylaws adopted by the Board of County Commissioners. These bylaws function largely as a set of standard operating procedures for the conduct of CAB meetings and affairs. CABs have discretion within the bylaws to operate in a manner that accomplishes their core purpose: to encourage public input in government and facilitate the presentation of that input to Lyon County's elected governing body.

The Board of County Commissioners will appoint CAB members for staggered two-year terms which begin~~inning~~ January 1 of each year. The geographic area of responsibility for each Citizen Advisory Board is defined by boundaries that have been ~~established through resolution adopted~~adopted by a resolution ~~by~~ of the Board of County Commissioners when each ~~board~~ CAB was formed. ~~Some CABs also have specific geographic "sub-areas" of responsibility within their boundaries to further define an area for a CAB member's seat.~~

Additional information regarding the operation of CABs is set forth herein and in the bylaws. The Commissioners believe that citizens can and should make a real contribution to County government, and it is in this spirit that the Commissioners offer this guidance on the efficient and effective operation of CABs.

VOLUNTEER STATUS

As a CAB member, you are considered a volunteer of Lyon County. This means you are providing service to the County for civic, charitable, or humanitarian reasons without any expectation of compensation other than paid expenses or nominal fees or benefits as may be allowed. Some of your core rights and responsibilities as a volunteer are set forth below.

1 If a civil action is brought against you alleging an act or omission within the course and scope of your volunteer service, you may request a defense and indemnification. This request must be made in writing to the District Attorney within 15 days after service of the summons and complaint.

2 If you are injured within the course and scope of your volunteer duty, you will be covered by the County's workers' compensation system. In the event of such an injury, you must immediately notify Lyon County Human Resources and follow the procedures and instructions of Lyon County and its workers' compensation claims administrator.

3 If you are involved in an accident or an incident in the course and scope of your volunteer duties which results in property damage or injury to any person, you must contact the Comptroller's Office or the County Risk Management Division (463-6510) within three working days of the accident or incident. Risk Management personnel will guide you through the appropriate follow-up steps.

4 You are required to be familiar and comply with the portions of the Lyon County personnel policies pertaining to volunteers, including but not limited to the policies pertaining to ethics, use of County property, harassment, discrimination, drug and alcohol use, and workplace violence. Lyon County's personnel policies are available online (https://www.lyon-county.org/569/Policies-and-Labor-Contracts) or through Lyon County Human Resources.

5 You are required to be familiar and comply with the provisions in this Handbook, including without limitation the provisions concerning training requirements, record-keeping requirements and practices, and Open Meeting Law compliance.

Other rights and responsibilities are ~~be~~ set forth under applicable laws, regulations, and codes, in Lyon County's policies, in this this handbook, and/or in the CAB's bylaws.

INTERACTION WITH LYON COUNTY MANAGER'S OFFICE

The County Manager's office provides the primary administrative assistance to the CABs. Other County departments will assist and provide information to a CAB on specialized issues. It is important to remember that communication with County staff is no substitute for direct contact and communication with the County Commission. Staff assistance serves to supplement and aid in such communication, not to replace it.

Field trips for CAB members shall not be taken unless the trip has been authorized by the County Manager's Office. The County is responsible for organizing the field trip and providing transportation to and from the field trip site. A County staff member from the organizing County agency must accompany the CAB members on the field trip. The field trip must also be noticed as a public meeting and comply with the Nevada Open Meeting Law requirements.

Below are examples of common CAB tasks ~~on which the CAB may work with the County Manager's Office~~ on which the County Manager's Office will provide assistance:

- ✓ Advertise membership vacancies quarterly
- ✓ Coordinate appointments of applicants
- ✓ Facilitate open communication between Advisory Boards, government agencies and other citizens
- ✓ Review and approve CAB meeting agendas.
- ✓ Monitor publication of each board agenda, minutes, and audio
- ✓ Arrange for board membership trainings
- ✓ Coordinate with the County Commission for the approval of modifications to resolutions
- ✓ Arrange special community meetings regarding topics or issues of critical importance
- ✓ Purchase and send required items necessary for board business. E.g. paper and ink (Please notify the office to request supplies)
- ✓ Copy of the Master Plan elements and the appropriate area plan(s) with color map inserts, free of charge
- ✓ Maps will be provided to each board upon request by the Chair. (1) 36" x 48" unmounted color display Land Use Map, (1) 36" x 48" unmounted color display Citizen Advisory Board boundary map, (1)11" x 17" unmounted color display area-wide Citizen Advisory Board boundary map

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- ✓ Provide administrative assistance
- ✓ Retain Notice of Meeting

BEST PRACTICES

CAB members are expected to do the following when conducting their affairs and operations.

- ✓ Notify the appropriate Lyon County department when the Board wishes staff to attend a meeting. The request for staff attendance and/or a County Commissioner should be made at least two weeks before the scheduled meeting
- ✓ Utilize the County email address assigned to you, for board business and communication with County staff
- ✓ Email agendas ~~the day~~five days before required posting day by 1:00 pm
- ✓ As soon as you know a meeting will be canceled, ~~S~~submit a *Meeting Cancelation Notice* to the Liaison to be posted to the Lyon County website and board (Also, notify staff and Commissions of meeting change)
- ✓ Turn in final minutes, agendas and audio monthly to the County Manager's Office, and save to the Google Share drive
- ✓ Utilizing the Letter of Transmittal to communicate with the Commissioners to report recommended direction of concerns within your community
- ✓ Forward any correspondence to the County Manager/County Commission office for the public record files
- ✓ Attend Board of County Commissioner meetings and participate when applicable to give Advisory Board Reports

NON-COMPLIANCE

Non-compliance with the above best practices or with any other requirement in this handbook may result in termination of service as a CAB member. The County Manager's Office will provide non-compliant members with written notice of non-compliance. In the event of three instances of non-compliance, an agenda item will be presented to the Board of County Commissioners to discuss the non-complaint member's continued service on the CAB.

Nothing in this section shall be construed to limit the Board of County Commissioners' authority regarding CAB appointments, censures, or removals. The Board of County Commissioners reserves the right to exercise that authority to the fullest extent permitted by law. The intent of this section is thus not to provide any type of due process entitlement to CAB members, but rather

to establish a framework for ensuring that repeated infractions of this handbook (even those that would not alone warrant termination of service) are brought to the Board's attention.

TRAINING

Lyon County provides training to all new and existing CAB members.

The appointment of all new CAB members shall be conditional upon completion of mandatory training (among other onboarding tasks) as set forth in the new CAB member's welcome letter. New CAB members shall have 30 days from receipt of the welcome letter to complete the required training and onboarding tasks. Absent good cause, failure to ~~timely do so~~complete the required training in a timely manner shall result in revocation of appointment. It shall be the responsibility of the new CAB member to provide written notice to the County Manager's Office of completion of these tasks within the 30-day period referenced above. No new CAB members shall be sworn in and/or take their seat on an advisory board until they have successfully completed the mandatory training and other onboarding items referenced in their welcome letter.

Existing CAB members shall complete training on an annual basis. The County Manager's Office shall provide a reasonable timeframe (not to exceed 60 days) within which to complete all required annual training. Failure to timely complete such training shall constitute noncompliance with this Handbook. After the first notice of noncompliance, additional notices of noncompliance may be issued for each subsequent 14-day period in which the member remains noncompliant. As set forth in the preceding section, receipt of three notices of noncompliance by a member will result in an agenda item being brought before the Board of County Commissioners for discussion of that member's continued service on the advisory board.

E-MAILS

Lyon County has established group email addresses for each board to utilize as a means of communication between staff, the Board of County Commissioners and the public. The Chairman is responsible for disseminating the contents to board members. When using County email, the following is expected:

- Do not delete emails
- Do not "reply all" to emails that include all board members or otherwise conduct discussions with a quorum of Board members electronically
- Respond to emails at the next scheduled board meeting as needed for discussion

- If you receive a CAB related email to your personal email address, forward the email to the CAB email, and then reply

OPEN PUBLIC MEETINGS

CABs are subject to the Nevada Open Meeting Law and as such are responsible for complying with all open meeting law requirements under NRS 241.

CAB members should be familiar with the Nevada Open Meeting Law Manual and should reference that manual frequently when preparing meeting notices and conducting their affairs. The manual is available here: http://ag.nv.gov/About/Governmental_Affairs/OML/. CAB members are strongly encouraged to utilize the Compliance Checklist beginning on page 8 of the manual to ensure compliance with Open Meeting Law requirements. In addition, CAB members are encouraged to seek guidance from the County Manager's office as necessary. The following section of this handbook is intended to provide an overview of the Open Meeting Law requirements but is not exhaustive. It is the responsibility of CAB members to ensure compliance with all Open Meeting Law provisions.

AGENDA REQUIREMENTS

The ~~substance of the~~public's notice of a meeting is the ~~agenda and~~agenda. Agendas must be posted 3 working days in prior to the meeting (Not including Holidays). The agenda should be concise, but inclusive enough to give the public fair notice of the matters to be discussed.
The agenda must also include:

- The time, place and location of the meeting.
- Where the agenda has been posted.
- The CAB email, name and contact information for the person.
- Clear and complete statement of all topics to be discussed or considered.
- Inform the public that items may be taken out of order, combined for consideration, or delayed or removed at any time.
- 2 periods for public comment at the beginning and end.
- Denote the term "for possible action" next to the appropriate item or, "for discussion/presentation only."

Topics not properly noticed on the agenda cannot be discussed at a CAB meeting.

The agenda must follow this order of business:

1. Call to Order
2. Notification that:
    - Items on the agenda may be taken out of order;
    - The public body may combine two or more agenda items for consideration; and
    - The public body may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.
    - Any 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.
3. Roll Call/Determination of a Quorum
4. Public Participation
5. Review and Adoption of the Agenda
6. Body of Meeting Items (Minutes, Comments/Reports/Public Hearing Items)
7. Public Participation
8. Adjournment

AGENDA FORMAT

NAME OF BOARD
DAY/DATE/TIME
LOCATION/BUILDING & ADDRESS
AGENDA

(Zoom Information as needed)

You can also provide public comment for this meeting by sending us an email to **[NAME OF CONTACT and CAB EMAIL]**, the day prior to the posted meeting date.

(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 any time. 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.

1. Call to Order
2. Roll Call: Determination of a Quorum
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. For Possible Action: Approve Minutes of **DATE**
7. Community Reports
8. For Discussion & Possible Action: Special Use Permits
   8. a. Add **STAFF LANGUAGE**
9. Correspondence
10. Chair & Board Member Comments
11. 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.
12. Adjourn

Members of the public requesting meeting support materials may contact NAME of Advisory Board via email at: ADD CAB EMAIL

This agenda has been posted in accordance with the open meeting law at the Lyon County Administrative Complex and on the Lyon County and Nevada State Websites; http://www.lyon-county.org, https://notice.nv.gov/Notice

ADA and Disability Language…..

NOTICE OF MEETING

As set forth in the Open Meeting Law, the notice of meeting must be posted at the principal office of the public body, and on the Lyon County and official website of the State pursuant to NRS 232.2175 not later than 9 a.m. of the third working day before the meeting is to be held. If the meeting is held using a remote technology system pursuant to NRS 241.023 and has no physical location, the public body must also post the notice to the County and State website.

Once an agenda is sent in to be posted, staff will respond via email that your agenda has been posted to the board (principle office of the body), the Lyon County Website and the State Website. Staff will retain documentation of Notice of Meetings.

VIRTUAL MEETING REQUIREMENTS

NRS 241.023 Requirements for holding meeting by teleconference or videoconference.

The procedure followed by Lyon County is as follows:

1. A public body may conduct a meeting by means of teleconference or videoconference if:
   - A quorum is actually or collectively present, whether in person or by means of electronic communication; and
   - There is a physical location designated for the meeting where members of the public are permitted to attend and participate.

2. If any member of a public body attends a meeting by means of teleconference or videoconference, the chair of the public body, or his or her designee, must make reasonable efforts to ensure that:
   - Members of the public body and members of the public present at the physical location of the meeting can hear or observe each member attending by teleconference or videoconference; and
   - Each member of the public body in attendance can participate in the meeting. (Added to NRS by 2019, 3618)

3. If a public body holds a meeting using a remote technology system pursuant to NRS 241.023 and has no physical location for the meeting, the public body must:
   - Have an Internet website; and
   - Post to its Internet website:
     - The public notice required by this section; and
     - Supporting material not later than the time the material is provided to the members of the governing body or, if the supporting material is provided to the members of the governing body at a meeting, not later than 24 hours after the conclusion of the meeting

Guidelines for Conducting Virtual Meetings:

- The Chair will be responsible for setting up meetings; but can delegate the task to the Vice Chair or Secretary
- The CAB Chair should control the meeting
  - Start Zoom meeting fifteen minutes early
  - Record Meeting
  - Call on Board Members, or the public to speak during public participation (Allow participants time to unmute themselves)
  - End Zoom meeting and save recording to be retained in Google Drive
- Speakers must identify themselves
  - Board members must state their name when the meeting is called to order; stating their vote and in order not to speak over members
  - The public must state and spell their name for the record

- The Chair should communicate all sides of any discussion and ensure that its presentations to the Board of County Commissioners are accurate, fair, and complete
- Any written public comment received the day of the Board meeting will be compiled and added as late backup and presented during the meeting. The material must be given to the County Manger's office the next business day to be added to the agenda and posted online
- Chat boxes are prohibited to be used during the meeting
- There can only be one meeting scheduled at a time
- If there is any discrepancy of whether the meeting was shared properly, e~~E~~.g. the incorrect link was given, then the meeting shall be canceled and the Liaison notified
- All members will attend via Zoom

Hybrid Meetings shall be approved by the County Managers office. A written request with a plan including process for Open Meeting Law requirements will be submitted for approval.

MEETING MINUTES

The County Manager's office will keep written minutes of meetings for at least five years. The following requirements and guidelines apply to the keeping of minutes:

- Must include the date, time, address and place of the meeting
- Members in attendance, whether in person or by means of electronic communication, and those who were absent. (The Chair must state whether any absent member's absence is excused or unexcused)
- State the substance of all matters proposed, discussed or decided
- Reflect each member's issues and concerns on any matter
- Reflect each member's vote on any matter
- Substance of remarks made by members of the general public who address the body if so requested by that person
- *Minutes should reflect what happened at the meeting.*
- Minutes belong to the CAB, and are not open for comment from the audience under the section of the agenda to approve the minutes
- Minutes must be approved in total
    - If a portion of the minutes are questioned, the entire set of minutes should not be approved until the questionable section is clarified or corrected as necessary
    - The corrections will be reflected in the current meeting's set of minutes and approved at the following meeting
- Information regarding an item on the agenda of a past meeting cannot be submitted for inclusion in the minutes after the minutes of that meeting have been approved

- The gist (not verbatim) of spoken comments will be reflected in the minutes
- If a speaker desires that his/her written comments be part of the public record,
    - The speaker must read the comments verbatim, specifically request that the written comments be included in the public record, and
    - Provide a copy of the written comments to the Chair (or recording secretary)
    - These written comments will be either reflected verbatim in the minutes or will be attached to the minutes
- All other information provided by a speaker or citizen (e.g. handouts, pictures, correspondence, etc.) should be provided to the Chair (or recording secretary) for inclusion as part of the CAB meeting's public record
    - These documents will be kept in the public file repository, but will not be a part of the minutes

It is the CAB Chair's responsibility to forward any correspondence noted on the minutes/record to the County Manager/County Commission office for the public record files.

The law provides that the minutes are public records and have permanent value. The minutes must be retained by the public body for five years. The Advisory Board shall approve the minutes of a meeting within 45 days after the meeting or at the next meeting of the public body, whichever occurs later. The Commissioner's/County Manager's office is the public body designated to retain these records for the Citizen Advisory Boards. The minutes or an audio recording of a meeting made must be available for public inspection within 30 working days after adjournment of the meeting. Meetings must be recorded in addition to the written minutes. The audio tape must also be retained by the County Manager's for three years.

GUIDELINES FOR CONDUCTING EFFECTIVE MEETINGS

- There must be a quorum of members present in order to conduct a meeting. State Law defines a quorum as a simple majority of the constituent members of a public body
    - If there is not a quorum, start your meeting and turn on your audio recording device. State the beginning as you normally would. At attendance announce who is present and absent. Announce the meeting is cancelled due to a lack of a quorum.
- The CAB Chair should control the meeting
- Follow process as outlined for Virtual Meetings (Zoom)
- The Chair should make sure everyone has a chance to speak under appropriate items, but can limit the time and content
    - If the person speaking is repeating concerns already expressed by another, the Chair can so state and limit that person's time. Use courtesy and common sense.

- The Chair runs the meeting; the audience does not. It is up to the Chair and his/her colleagues on the CAB to decide how or if input from the audience is presented to the Board of County Commissioners.
    - However, the CAB should communicate all sides of any discussion and ensure that its presentations to the Board of County Commissioners are accurate, fair, and complete.
- When addressing Lyon County Staff or the public, the Board members shall remain professional and courteous at all times
- The Chair can call a recess or adjourn the meeting, with a motion and approval by the rest of the CAB, if the crowd is so disruptive that the CAB cannot continue to conduct business
- Remember CAB members are not elected officials
    - They are listeners to and voices of their communities, and they are not vested with authority to take action on behalf of Board of County Commissioners
- CAB members should be prepared to generate discussion and provide comments on certain issues of interest to the community, irrespective of the popularity of their position or the controversial nature of the issue
- Proxy voting is not allowed
- The Chair can note the receipt of correspondence and summarize the contents, but the correspondence need not be included in the minutes
    - The Chair can request the recording secretary provide follow-up letters
    - If correspondence is noted on the record by the Chair, that correspondence must be available during the meeting for the public to review
    - Public records requests for the correspondence must be referred to the County Manager's/County Commission Office
- Comments from the public during the two public comment agenda items are for matters either on or off the agenda
    - The Open Meeting Law allows CAB members to respond to items raised during public comment items, but does **not allow CABs to take action on them.** However, staff highly recommends that CAB members NOT discuss matters brought up during public comment items to avoid any possibility of an Open Meeting Law violation for deliberating on an item not properly noticed on an agenda.
    - If appropriate, an item raised during public comments may be scheduled for a future CAB meeting.
- Public testimony will be heard on action items
    - This period must be opened by the chair prior to action being taken by the Board, then closed after all have spoken
- Speakers must identify themselves
- Appointment of officers will be held annually or as vacancies occur. The appointment for officers shall be held during a regular CAB Board meeting and will be agendized. The

term of office for each officer will end December 31st. Annual appointment of officers shall be completed by the first meeting in January. Newly appointed officers will assume office immediately upon appointment

- If a new Chair is elected, the old Chair will immediately relinquish chairmanship of the meeting to the new Chair who will chair the remainder of the meeting
- A CAB should not elect a member who is not present at the meeting. (However, if an absent member is appointed to an office, the appointment is contingent upon the member agreeing to hold the office)
- If an absent member is elected as the Chair, the current Chair will remain as Chair until the absent member agrees to hold the office of Chair
- In the event a vacancy is created during an officer's term, the Board will conduct a special appointment to fill the vacancy at their next regular meeting

COMMUNITY DEVELOPMENT PROCESS

The Citizen Advisory Board meetings provide a public forum within a community to receive input from residents regarding issues affecting their neighborhoods. The reports received from the board meetings are forwarded by the Chair or secretary to the Planning Department for inclusion in the staff reports. The reports are to provide input for consideration by the Planning Commission and the Board of Commissioners with regard to these issues. Advisory Boards do not approve or deny any phase of a project. The Planning Commission and Board of County Commissioners consider the input of the report from the Advisory Boards in facilitating their final decisions.

The Lyon County Code requires Citizen Advisory Boards to be notified of certain development applications within their geographic area of responsibility. These applications include Master Plan Amendments and Specific Plans, Development Agreements, Code Amendments, Parcel Maps, Division into Large Parcels maps and Reversion to Acreage maps, ~~Special~~ Conditional Use Permits ~~and Special Use Permit annual reviews~~, Tentative Subdivision Maps, Zone Changes and Planned Unit Developments and Major Variances. The applications are distributed to the CABs through the Agency Review process. The advisory board is responsible for scheduling the above mentioned on the agenda for community review. Staff may also provide development applications to a board that they believe may have an impact on a community, even though the Development Code does not mandate notice to the CAB.

If you do not receive any application packets, that usually means there have been no development applications submitted that month within your CAB area. You are welcome to confirm this by

calling the Planning Department at (775) 463-6592. If you have reviewed a project at a CAB meeting, it is the responsibility of the CAB Chair to transmit any and all comments derived from the CAB meeting to the Planning Department.

CAB Agendas

Once an applicant formally submits an application for a development project to the Planning Department, an NRS mandated time frame begins. These applications must proceed through the review process within the mandated time frame unless the applicant requests a postponement, continuance or withdraws the application. Therefore, it is very important that these items be placed on the agenda of your next regularly scheduled CAB meeting for review and comment. In most cases, the only other time you will have a chance to comment on proposals is at a public hearing before the Planning Commission (PC) or Board of Commission meeting.

If there are any questions regarding agenda items received from the Planning Department, the chair should contact them to resolve any issues. After the chair has approved the agenda it is then published.

If an application (project) lies within the geographic area of responsibility of your CAB, you will receive an application packet as submitted to the Planning Department.

It is important for the CAB to discuss these development application items at the CAB meeting for which they are scheduled. Again, there is a mandated window of time for review. If you have to postpone an agenda item because the meeting is running long, the postponed item should not be an application/project agenda item that has a mandated time review.

For your information, there is **no legal requirement for applicants to attend the advisory board meetings**, even though staff strongly encourages their attendance. It is therefore, inappropriate for the board to "deny" a project based on the applicant's absence from the meeting. The board should allow discussion of the project from both the public and applicant to gather all information to be included in the Letter of Transmittal. This includes questions posed that could not be answered because there was no representation from the applicant. If the advisory board believes there is not enough information to make a recommendation or comment on the application, you should also communicate that in the report. The ~~Planning Commission and the~~ Board of County Commissioners need all the issues and concerns discussed at the advisory board meeting to facilitate their decisions. You can, of course, always speak to the Planning Department or the applicant(s) prior to the meeting for additional information.

For additional information on the Development Application Review Process, please contact the Lyon County Planning Department (775) 463-6592.

LYON COUNTY PLANNING COMMISSION

The Lyon County Planning Commission is a citizen commission appointed by the Board of County Commissioners. The commission acts as an Advisory Council to the Board of County Commissioners in such areas as adoption of the Master Plan and Development Code. The Planning Commission makes decisions on ~~special~~ Conditional use permits, approves tentative parcel maps, and exercises other responsibilities as set forth in Lyon County Code. Planning Commissioners can be contacted by writing a letter of Transmittal and submitting the report to the Community Development and County Manager's office via email.

BOARD OF COUNTY COMMISSIONERS

The Board of County Commissioners is the legal governing body of Lyon County. The board consists of five members elected from individual districts in the County for a staggered four-year term. All Commissioners can be contacted via email or by submitting a letter of Transmittal report to the County Manager's office. As of calendar year 2021, the Commissioners are as follows:

District I: ~~Wes Henderson, whenderson@lyon-county.org~~ John Cassinelli, jcassinelli@lyon-county.org
District II: ~~Vida~~ Scott Keller, ~~v~~skeller@lyon-county.org
District III: Tammy Hendirx, thendrix@lyon-county.org
District IV: Robert Jacobson, rjacobson@lyon-county.org
District V: Dave Hockaday, dhockaday@lyon-county.org

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WEBSITES

The Agendas, Citizen Advisory Board Handbook and minutes are available online at the Lyon County Website.

Citizen Advisory Board Ordinances, Bylaws & Resolutions can be found online at the Lyon County Website in County Codes.

Statutes can be found at the Nevada Legislature website, CHAPTER 241 - MEETINGS OF STATE AND LOCAL AGENCIES.

The Nevada Open Meeting Law Manual can be found at The Official Nevada Attorney General Website.

The full Nevada Revised Statutes (NRS) Chapter 241—Meetings of State and Local Agencies—can be found at: https://www.leg.state.nv.us/nrs/NRS-241.html

Lyon County Website: www.lyon-county.org

Nevada Legislature: https://www.leg.state.nv.us/NRS/NRS-241.html

The Official Nevada Attorney General Website: http://ag.nv.gov/

LYON COUNTY PERSONNEL POLICY ACKNOWLEDGEMENT

I understand that I am expected to read and understand this handbook, the Citizen Advisory Board bylaws, the Lyon County personnel policies, and the applicable portions of the Lyon County code. I further understand that I am governed by these documents, and that failure to comply may result in termination of my volunteer service. I acknowledge that I am providing this service freely, for civic, charitable, or humanitarian reasons, and without any expectation of compensation. I understand that I have no property right in the continuation of my volunteer service and that such service is terminable at-will by me or by Lyon County. If I have questions concerning the applicable governing documents or my role as a Citizen Advisory Board member, I will bring it to the attention of the Lyon County Manager's Office.

I also understand that Lyon County may change, rescind or add to the applicable governing documents without prior notice, at the sole and absolute discretion of Lyon County, provided such changes, rescissions and/or additions are not prohibited by law.

_____ _____

Citizen Advisory Board Member Signature Date

_____

Print Name

APPENDICES

APPENDIX A: Agenda Format
APPENDIX B: Meeting Minutes Format
APPENDIX C: Letter of Transmittal
APPENDIX D: CAB Bylaws and Resolution
APPENDIX E: Receiving Agenda Instructions
APPENDIX F: Google Drive Instructions

APPENDIX A: Agenda Format

(See Attached)

APPENDIX B: Meeting Minutes Format

(See attached)

APPENDIX C: Letter of Transmittal

(See attached)

APPENDIX D: CAB Bylaws and Resolution

(See attached)

APPENDIX E: Receiving Agenda Instructions

(See attached)

APPENDIX F: Google Drive Instructions

(See attached)