LYON COUNTY BOARD OF COUNTY COMMISSIONERS
THURSDAY, JUNE 15, 2023
9:00 AM
LYON COUNTY ADMINISTRATIVE COMPLEX
27 S. MAIN STREET
YERINGTON, NV 89447

Join Zoom Meeting:
https://us02web.zoom.us/j/83368686463?pwd=ZlVGaWFOT3pGUjJPWWV0VmZRQ0N5dz09
Meeting ID: 833 6868 6463 / Passcode: 896135

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 Thomas Walburn of the Sweet Water Christian Fellowship

3. Pledge of Allegiance

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

5. For Possible Action: Review and Adoption of Agenda

6. Time Certain

6.a. Time Certain at 9:00 AM - For Presentation Only: Presentation and update from Walker and Associates on the 82nd Session of the Nevada Legislature.

6.b. Time Certain at 9:00 A.M. - For Possible Action: Approve a resolution to transfer the unused Private Activity Bond Cap (PABC) to Nevada Rural Housing Authority (NRHA) in the amount of $2,012,582.49.

6.c. Time Certain at 9:15 AM - For Presentation Only: A presentation and programs update from Hiren Bhavsar, the Extension Educator for University of Nevada Reno, Lyon County Extension office in Yerington.

6.d. Time Certain for 9:30 AM. - For Possible Action: Acceptance of renewal proposal from Nevada Public Agency Insurance Pool (POOL) and approval for payment from fiscal year 2023 - 2024 funds.

7. Presentation of Awards and/or Recognition of Accomplishments

7.a. For Presentation Only: Recognize Sonja Remaley for her 34 years of service to the citizens of Lyon County.

7.b. For Presentation Only: Recognize Lieutenant Tyrell Joyner and Sergeant Erik Kusmerz for their actions that saved the life of Nike “Toni” Riess on April 19, 2023, and presented with the Life Saving Award.

8. Commissioners/County Manager Reports
9. **Elected Officials Reports**


10. **Appointed Officials Reports**

11. **Advisory Board Reports**

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

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

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

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

12.d. For Possible Action: Approve the minutes from the Board of County Commissioners meeting held on May 18, 2023.

12.e. For Possible Action: Approve the minutes from the Board of County Commissioners Emergency meeting held on May 18, 2023.

12.f. For Possible Action: Approve the minutes from the Board of County Commissioners Emergency meeting held on May 20, 2023.

12.g. For Possible Action: Approve the minutes from the Board of County Commissioners meeting held on June 1, 2023.

12.h. For Possible Action: Approve the purchase of an announcing system and 2 microphones for Dressler Park from Park Construction Tax funds.

12.i. For Possible Action: Accept and award the 2023 Regional Transportation Commission (RTC) Pavement Maintenance Project to Sierra Nevada Construction who was the lowest and responsive bidder in the amount of $3,981,007.00. Approve a 10% contingency for any unforeseen issues and allow staff to sign related documents.

12.j. For Possible Action: Approve a contract with Lumos and Associates in the amount of $176,400.00 for inspections and testing services for the Lyon County RTC 2023 Pavement Maintenance Project for Stagecoach and Silver Springs areas.

12.k. For Possible Action: Approve a one-year contract for public defender services with Walther Mansfield Brock Mayo, PLLC in the amount of $1,141,356 effective July 1, 2023.

12.l. For Possible Action: Approve a one-year contract with Capitol Reporters, Inc. and Suzanne Rowe in the total amount of $69,013.80 for court reporting services.
12.m. For Possible Action: To approve a Master Services Agreement Amendment #2 to extend the end date from June 30, 2023 to June 30, 2024, for Technical Support for Development of a Conceptual County Lands Bill and On-Public Lands and Natural Resources Support, with Resource Concepts, Incorporated (RCI).

12.n. For Possible Action: Approve FY24 independent contract for services with Cowgirl Cleaning to provide homemaker services to individuals within the Senior Services Case Management program.

12.o. For Possible Action: Accept an amendment to the grant award from Aging and Disability Services Division (ADSD), State of Nevada, for FY2023 Nutrition Services Incentive Program (NSIP) increasing the amount from $57,788.00 to $60,521.20.

12.p. For Possible Action: Accept grant award from State of Nevada Department of Health and Human Services, Division of Public and Behavioral Health, for Forensic Assessment Services Triage Team (FASTT) program, in the amount of $88,168.00 for FY2024.

12.q. For Possible Action: Approve a second grant award amendment from the State of Nevada, Department of Health and Human Services, extending the termination of the Health Disparities grant contract from May 31, 2023 to May 31, 2024.

12.r. For Possible Action: Accept grant award from State of Nevada Department of Health and Human Services, Division of Public and Behavioral Health, for FY2024 Mobile Outreach Safety Team (MOST) programs, in the amount of $136,104.00.

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

12.t. For Possible Action: Approval to release the Improvement Bond, accept the Maintenance Bond and accept the Certificates of Completion, for the RIVERPARK PHASE 4, UNIT 4, subdivision, located in Dayton, NV.

12.u. For Possible Action: Approval to release the Improvement Bond, accept the Maintenance Bond and accept the Certificate of Completion, for the COPPER CANYON ESTATES, PHASE 2A, subdivision, located in Dayton, NV.

12.v. For Possible Action: Approval to release the Improvement Bond, accept the Maintenance Bond and accept the Certificate of Completion, for the COPPER CANYON ESTATES, PHASE 2B, subdivision, located in Dayton, NV.

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

13.a. For Presentation and Update Only: Presentation and update from Kris Thompson, Project Manager with the TRI organization and TRI II project, to give an overview of the Fernley Economic Development Act including its status in Congress and an update on the TRI II project including the impact of the Fernley Economic Development Act.

13.b. For Presentation Only: A presentation of the Business Impact Statement that was prepared for the proposed changes to the Lyon County development application fee schedule for conditional use permits and approval condition amendments in accordance with NRS 237.030 to 237.150, inclusive.

13.c. For Possible Action: Approve lease agreement between Lyon County and Central Lyon Fire Protection District for Central Lyon Fire to lease the fire station portion of the Stagecoach Community Center for a term...
of ten (10) years with an option for two additional five (5) year terms with Central Lyon Fire to pay utilities and repairs and maintenance for the term of the lease.

13.d. For Possible Action: Approve a resolution certifying and levying tax rates in Lyon County for the 2023-2024 fiscal year.

13.e. For Possible Action: Approve a resolution to transfer appropriations within the General, Road, and Capital Improvements Fund budgets of Lyon County.

13.f. For Possible Action: Approve a revision to section 9.11 – Disaster Area Declaration of the Lyon County Personnel Policy to provide administrative leave and other options for County employees under certain circumstances during a disaster area or state of emergency declaration.

13.g. For Possible Action: Review and approve comment letter to be submitted to the Bureau of Land Management concerning the proposed rule regarding Conservation and Landscape Health.

13.h. For Possible Action: Review and approve comment letter to be submitted to the Bureau of Land Management regarding the proposed rule for the Bi-State Distinct Population Segment of Greater Sage-Grouse.

13.i. For Possible Action: Approve an emergency contract with Peri and Sons in an amount not to exceed $300,000.00 for emergency flood repairs.

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

15. **Commissioner Comments**

16. **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. Afterwards, please print your name at the Clerk's desk.*

17. **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.*

18. **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: June 15, 2023
Agenda Item Number: 6.a

Subject: Time Certain at 9:00 AM - For Presentation Only: Presentation and update from Walker and Associates on the 82nd Session of the Nevada Legislature.

Recommendation:

Summary:

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:
TO: Jenifer Davidson  
Andrew Haskin  
Austin Osborne  

FROM: Mary Walker  
Steve Walker  

RE: June, 2023 Legislative Update  

DATE: June 12, 2023  

Overview:  
As you are aware, the 2023 Legislative Session has ended. Walker & Associates monitored 433 bills for our 3 counties. Listed below is the update on the bills which gathered our most attention, either in support or opposition. At this time, the Governor still has several days to decide on whether to veto or pass bills, so we will update this report as we receive additional information.

Overall, the Legislative Session was a difficult one, however, the vast majority of the bills we supported became law and the vast majority of the bills we opposed either were amended or are dead. Some of the bills which passed which we supported include: AB 518 Indigent Defense and stipend pay for Judges, District Attorneys and Public Defenders who work weekends due to the implementation of AB 424 the 48 hour rule, AB 68 China Springs Apportionment Bill and full State funding of the China Springs Budget for two years ($400,000 to be paid by counties in FY 25-26), AB 143 Storey Land Transfer Bill, SB 21 NACO Pop Cap Bill which had our amendment for Lyon County to continue paying the School District Residential Construction Tax monies, SB 235 Pretrial Release Bill, SB 354 Justice of the Peace Amendment to grandfather in our judges, etc.

Some of the bills which were either killed or were modified to where we have no problems with them are: AB 95 Candidacy for Office, AB 172 Collective Bargaining Data (which now only pertains to school districts), AB 292 Jail inmate gender identity, AB 314 Homebased businesses, AB 369 Court Fines and Fees, AB 391 5% for local bidders, SB 64 School Board appointment, SB 142 Homeless Bill, SB 233 Rental Equipment Taxes, SB 304 NFPA Fire Equipment/Stations, SB 338 OHV Flores, SB 354 Justice of the Peace, SB 432 Sweeping Tesla Property Taxes, etc.

Overall, we are leaving the 2023 Legislative Session in much better position than when we started.

We want to thank Douglas, Lyon and Storey County Board Members, Managers and Staff for all their efforts during this Legislative Session. Particularly, the County Managers and staff did a great job getting information to us in a prompt manner. We were often the county team with the
first indication of position which is vital when things move so fast. Thank you very much for all your effort.

Here is an update on the bills which gathered our most attention, either in support or opposition:

**Assembly Bills:**

**AB 5 League of Cities-Unfunded Mandates Study**—DEAD, Never got a hearing. This bill would have required the Dept. of Taxation to hire an auditor to compile information on local government unfunded legislative mandates over the past 10 years.

**AB 10 Housing and Transportation Zone**—Died in Committee. City of Las Vegas bill to create taxing zones for transportation infrastructure—attempt was made to add on another bill at the end of the session failed.

**AB 15 Judges Pay Bill**—Passed Legislature and Approved by Governor—increased base salaries of District Judges by an inflationary increase.

**AB 37 Behavioral Health Workforce**—Passed Legislature, Governor not yet acted on it. Establishes Behavioral Workforce Center at UNLV with expectations of satellite centers in rural—$2.1 million over the biennium in State funding.

**AB 45 Physicians Student Loans**—Passed Legislature, approved by Governor. Creates an account administered by the Treasurer to reimburse educational costs for healthcare professionals who work in rural communities (<100,000 population) funded by abandoned property account—15% of total account to be used in rural area reimbursement.

**AB 47 NACO-OHV**—Passed Legislature, approved by Governor. Allows OHV trails to be constructed adjacent to public roadways.

**AB 52 Open Mtg Law**—Passed Legislature, approved by Governor. Better defines how public bodies address vacancies of members and allows members of the public body to attend social functions where a quorum might be present without adhering to public meeting noticing requirements.

**AB 63 Storey’s I 80 Safety Bill**—Died in Committee. Required NDOT to review highway safety issues associated with Interstate 80, specifically between Reno/Sparks and TRI exit, however, NDOT is making efforts to fix problems along Interstate 80 now.

**AB 68 China Springs Apportionment Bill and China Spring Budget**—Passed Legislature, approved by Governor. Defines counties contribution to the regional juvenile detention facility. The China Springs Budget cuts of $1.2 million per year were fully restored for the next two years, however, afterwards, the counties will have to pay an additional $400,000 per year because $400,000 of State funding will sunset in 2 years.

**AB 92 Office of County Council**—Died in Committee. Would have allowed County Commissioners to hire their own legal counsel in lieu of the District Attorney.

**AB 95 Candidacy for Office**—Died in Committee. Would have required candidates for public office to file a petition of candidacy to run for office.

**AB 103 Declaration of Emergency**—Died in Committee. Would have required a declaration of an emergency by the Governor to expire in 60 days with some exceptions.

**AB 143 Storey Land Title Transfer**—Passed Legislature, approved by Governor. Allows Storey County Commissioners to clear title on properties that previously had been located on federal lands.
**AB 148 Child Welfare** – Passed Legislature, waiting for Governor Action. Bill better defines appointment and duties when a guardian is assigned to a children removed from homes and aligns better with federal law.

**AB 172 Collective Bargaining Data** – Passed Legislature, waiting for Governor action. Requires school districts to provide addresses and contact information for employees in collective bargaining units. Employees can ask not to be included. This previously included all local governments, but it was amended to only include school district employees.

**AB 213 Residential Zoning** – Passed Legislature, approved by Governor. Requires local governments who approved residential housing developments to meet certain criteria on review timeframes on approval of tentative maps and/or building permits (primarily Clark and Washoe Counties).

**AB 219 Open Meeting** – Passed Legislature, approved by Governor. Addresses public comment protocol on meeting that are continued to the next day. Requires a public comment period as follows: For a meeting which is a continuation of the meeting of a public body to one or more other calendar days, public comment must be held 1) at the beginning of each day that the meeting is held before any item on which action may be taken is heard by the public body and again before the meeting recesses for the day or adjourns; or 2) after each item on the agenda on which action may be taken is discussed by the public body but before the public body takes action on the item.

**AB 292 Jail Inmate Gender Identity** – Approved by Legislature, waiting for Governor action. Requires the Department of Corrections to follow certain procedures specific to female inmates. The bill originally affected all jails statewide.


**AB 307 Elections** – Died in Committee, no hearing. Required voter ID and restrictions on absentee ballots.

**AB 310 Affordable Housing** – Passed Legislature, waiting Governor action. Requires the State Division of Housing to establish a grant program for supportive affordable housing. Established a $32.2 million State appropriation for this program.

**AB 314 Homebased Business** – Died in Committee. Restricted the authority of local governments to regulate homebased businesses.

**AB 369 Fines and Fees** – Died in Committee. Bill attempted to waive or reduce fines and fees for traffic and other minor violations based on income.

**AB 391 5% for Local Hires Bidder Preference** – Passed Legislature, waiting for Governor’s action. Enabling local governments to hire locally on public works jobs.

**AB 454 Indigent Defense** – Passed Legislature, waiting Governor action. Requires counties to fund indigent defense services to the amount determined by a formula from the State’s Indigent Defense Board, however, AB 518 put in statute the formula (see below). Allows private attorneys to be hired for indigent defense in counties under 100,000 population at a lesser rate than mandated by the State. Indigent Defense Board sets public defender salaries, but Board majority are counties. Bill supported by NACO.

**AB 481 Mainstreet Program** – Passed Legislature, waiting for Governor action. Appropriates from the State $700,000 to the Nevada State Mainstreet Program.
**AB 518 Indigent Defense** – Passed Legislature, waiting for Governor action. Sets indigent defense maximum amount each rural county required to be paid as the FY 2022-23 amount increased by either inflation or 5% before requesting state funding. Bill also allocates $1.5 million per year to rural counties to address the 48-hour pre-trial release mandate that requires weekend work by Judges, District Attorneys and Public Defenders. See Page 7-8.

**AB 529 County Elected Official Salary Bill** – Assemblyman O’Neill introduced an emergency measure for us to provide for county elected official salary raises. Passed Assembly 42-0, Failed in Senate Finance. Attempted to revive SB 51 to provide raises to elected officials statewide. County elected officials have not had a raise for 6 years, next session, it will be 8 years.

**Senate Bills:**

**SB 20  NACO Board of County Commission Vacancies**-Passed Legislature, however, the Governor vetoed it. The bill would have allowed the BOCC to appoint county commission vacancies.

**SB 21  NACO Pop Cap Bill**-Passed the Legislature and approved by Governor with our amendment to allow the Lyon County BOCC to continue to enact a residential construction tax for the Lyon County Schools.

**SB 22  NACO Legal Notices Bill**-Passed Legislature and approved by Governor. This bill would allow local governments to additionally publish a legal notice on a newspaper’s website in order to quickly process the legal notices at this time of limited newspaper publications.

**SB 41  Child Welfare Study**-Bill died in Committee. Clark County bill to provide a study of the child welfare system. It was of benefit to the rural counties because it also provided a study of the child protected service charges to counties.

**SB 51  County Commissioners Salary Bill**-Bill died in Senate Government Affairs. It had a hearing and two amendments by NACO to provide salaries to all elected officials, however, the bill died. Please see AB 529 above for additional information on elected officials salaries.

**SB 61  Deposits of Joint Account for Public Guardians**-Passed Legislature and approved by Governor. The bill would allow public guardians to have access to bank accounts in order to protect the vulnerable person.

**SB 64  School Board Appointment**-Bill died in Committee. The bill would have required a BOCC to appoint the president of the school board of trustees.

**SB 68  Taking RPTT for Supportive Housing**-Bill died in Committee. There are other bills funding supportive housing see AB 310.

**SB 81  Daly’s Regional Planning Bill**-Bill passed Legislature, waiting for Governor’s action. Bill would require Washoe, Carson City, Douglas, Lyon and Storey Counties to meet twice a year on regional growth issues and write up reports.

**SB 92  Sidewalk Vendors**-Bill passed Legislature and approved by Governor. It pertains to Clark and Washoe only. We monitored this to be sure it didn’t affect the rural counties.

**SB 96 Property Tax Cap**-Bill died in Committee. Bill set a 3% lower cap on property tax bills. It was heard once and no action thereafter.

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SB 142 Homeless Bill of Rights—Bill Died in Committee. This bill would have allowed homeless persons to use and move freely on public places, government buildings, parks, buses, etc.

SB 155 Homeless Discrimination—Bill passed Legislature, waiting Governor action. After amendment, bill enables a court to assign homeless persons to diversionary programs, no mandate.

SB 162 Elections-Jails—Bill died in Committee. The bill originally required polling places in jails, was amended to only be a policy allowing prisoners to vote.

SB 213 Douglas Transient Lodging Tax—Bill died in Committee. No Committee hearing due to the great work of Douglas County Board of County Commissioners who worked with the Tahoe Visitors Authority.

SB 216 Voting Tribes—Bill passed Legislature and approved by Governor. It was amended to only require the County Clerk to schedule meetings with Indian Tribes to discuss election process, polling places, drop boxes, etc.

SB 226 Prevailing Wage—Passed Legislature, no action by the Governor yet. It requires prevailing wages on lease, lease purchases or installment purchases and private hospitals.

SB 233 Rental Equipment Taxes—Bill needed a 2/3rds vote and it failed by 1 vote in the Assembly due to the great work of Washoe and Clark Counties. The Bill would have established a new taxing system for certain rental equipment which, we believe, would have created unequal taxation.

SB 235 Pretrial Release—Bill passed Legislature, waiting for Governor’s action. We worked on this bill extensively to try to get assistance to our Judges, DAs and Public Defenders who are working weekends due to the implementation of the 48 hour requirement to hold a pretrial release hearing within 48 hours of arrest. SB 235 allows judges to work for each other, District Attorneys from other counties to work for DAs in other counties, and allows the State Public Defender to work in rural areas with a stipend, etc. The reason is to try to “grow” the number of professionals which can be available weekends and holidays when a pretrial release hearing is required. See AB 518 for additional information on the State funding a stipend for the Judges, DAs and Public Defenders.

SB 261 Rule Adoption—Passed Legislature, approved by Governor. Requires notification of proposed rules to Chambers of Commerce and to hold a workshop on the rules if two or more local Chambers or trade associations request holding the workshop. The workshop must be held on or before 15 days after county notification is sent. It appears this can coincide with BOCC meetings.

SB 264 Collective Bargaining—Passed Legislature, approved by Governor. It did affect all local governments but was changed to only affect Las Vegas Metro. The bill originally would have allowed rural Sheriff support staff to be a part of the peace officer’s association.

SB 269 Animal Cruelty—Passed Legislature, approved by Governor. Prohibits person from restricting a dog for more than 10 hours during a 24 hour period (down to current 14 hours). Doesn’t apply to walking dog or animal control.

SB 272 Purchasing Monitoring—Passed Legislature, waiting for Governor action. Effective 7-1-24 as written. Requires County to put on website # of contracts in fiscal year, $ of contracts and which are veterans, minority women, LBGQT, etc.
SB 304 NFPA Fire Equipment/Stations—Bill died in Committee, it didn’t even get a hearing. Bill would have required all Fire Stations and Equipment meet NFPA current standards.  
SB 327 Polling Places—Passed Legislature, waiting Governor’s action. Requires County Clerk to establish polling places and drop boxes on Indian Reservation land.  
SB 338 Flores-OHV—Passed Legislature, approved by Governor. Originally the bill eliminated local government regulation of OHVs. Bill gutted to nothing except a definition.  
SB 344 Charter Schools—Bill died in Committee. Bill would have allowed local governments to fund charter schools.  
SB 354 Justice of the Peace—Bill passed Legislature, approved by Governor. Bill amended to only require new justices (not existing) to attend additional Judicial College classes.  
SB 391 Sirens—Passed Legislature, approved by Governor. The bill requires a local government may not sound a siren, bell, or alarm if a siren, bell, or alarm is currently or was previously sounded on specific day or times in association with an ordinance enacted by the requiring persons of a particular race, ethnicity, ancestry, national origin or color to leave the entity by a specific time for a purpose other than an emergency, testing the siren or celebrating a legal holiday. Any local government that sounds a siren, bell or alarm in violation is subject to a penalty of not more than $50,000 for each violation.  
SB 421 Solar Facilities on Ag Lands—Bill Dead. Did not have a hearing.  
SB 430 Property Tax Refund for 55 Year+—Bill Dead in Committee. Would have required Counties to pay for property tax refunds for people over 55 years of age. We received an amendment for the State to pay for this and then it died.  
SB 432 Sweeping Tesla Property Taxes—Bill Dead in Committee. We spent months working on opposing this bill and in the end, there was not one vote we knew of in the Senate (either Democrats or Republicans) except the Sponsor who supported the bill. Bill died. There will be no taking of unabated taxes which have been promised to Storey County. There will be discussions about future projects.  
SB 433 Prevailing Wage on Everything—Bill passed Legislature but was vetoed by the Governor. The bill would have required the Labor Commissioner to adopt regulations and the Labor Commissioner’s decision will be used by the courts for purposes of judicial review.  

Water Bills:  
AB 20 State Revolving Loan Fund—Bill passed Legislature, approved by Governor. Bill updated State Revolving Loan fund procedures to match federal law and included funding to help convert septic systems to wastewater treatment facilities.  
AB 91 Wells on Public Lands—Bill passed Legislature, approved by Governor. Bill allows replacement well to be drilled on public lands within 300 feet of existing well without going through the normal permitting process. Requires the pertinent land management agency to be notified.  
AB 220 SNWA Septic Conversion et.al.—Bill passed Legislature, approved by Governor. SNWA specific bill to fund conversion of septic systems on residences that used municipal water supply. Additionally enables the Board of SNWA to declare a water emergency when allocation from the Colorado River is reduced to limit the water usage to each residence.
**AB 325 Temporary Change of use within Federal Reclamation Projects** – Bill died in Committee. Bill would have allowed temporary changes of use for surface water within the TCID without normal permitting process.

**AB 387 Interconnected Groundwater Basin** – Bill died in Committee. Bill attempted to address interconnected groundwater basins by requiring new applications to address impact to all existing water rights in the connected basins.

**AB 424 Tahoe Bonds** – Passed Legislature, approved by Governor. Bill allocated a portion of the 100 million dollar publicly approved bonds to continue the Environmental Quality Improvement Program.

**SB 102 Water Resource Plans** – Bill died in Committee/no hearing. Bill would have allocated a million dollars to help counties develop legislatively required water resource plans by 2029.

**SB 176 Water Right Purchase/Retire** – Bill died in Committee. Bill would have developed a water right purchase program – 8 million dollars – to retire water rights in over allocated/over pumped groundwater basins.

**SB 258 Domestic Wells** – Passed Legislature, approved by Governor. Bill amended to only address temporary changes in water right for renewable energy projects by allowing three years in lieu of one for application review.

### ADDITIONAL INFORMATION ON AB 518 STIPEND:

#### AMENDMENT TO AB 518 INDIGENT DEFENSE

FOR JUDGES, DISTRICT ATTORNEY AND PUBLIC DEFENDER WEEKEND STIPEND

1) There is hereby appropriated from the State General Fund to the Department of Indigent Defense Services the sum of $1,474,200. Prior to August 1 of each fiscal year, the Director of the Department of Indigent Defense will pay the following entities the following amounts:

- Carson City: $46,800
- Churchill County: $46,800
- Douglas County: $93,600
- Elko County: $93,600
- Esmeralda County: $46,800
- Eureka County: $46,800
- Humboldt County: $46,800
- Lander County: $46,800
- Lincoln County: $93,600
- Lyon County: $93,600
- Mineral County: $46,800
<table>
<thead>
<tr>
<th>County</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Nye County</td>
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<td>Pershing County</td>
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<td>Storey County</td>
<td>$46,800</td>
</tr>
<tr>
<td>White Pine County</td>
<td>$93,600</td>
</tr>
</tbody>
</table>

The amount of funding provided shall only be used to pay a $450 per day flat rate stipend for each Judge and District Attorney to work weekends, provide standby pay or hire relief professionals required to enact the 48 Hour Pre-Trial Release Program in counties whose population is less than 100,000 beginning July 1, 2023. Any remaining funding shall be reimbursed back to the State Controller.

The funding shall not be used to pay any further staffing costs attributable to the courts, District Attorney, Public Defender, Sheriff or any other staffing costs. The expenditure of these monies shall be subject to each entity’s annual audit. A report of the annual expenditure of the Pre-Trial Hearing Supplemental Compensation shall be provided to the Legislative Counsel Bureau and the Department of Indigent Defense Services by each entity receiving the funding on or before October 1 for the previous fiscal year.

2) The remainder of $491,400 shall remain with the State Department of Indigent Defense Services to provide a $450 per day flat rate stipend for each Public Defender to work on weekends, provide standby pay or hire relief professionals required to enact the 48 hour pre-trial release program in counties whose population is less than 100,000. The State Department of Indigent Defense Services may provide a flat dollar amount to the rural counties for public defender services rather than provide a reimbursement.

3) The dollar amounts appropriated above only includes funding for weekend court duties, not holidays. In 2025, we will have to go back to the Legislature to request $265,000 in State funding to fund the stipend for holidays.

4) There is no unfunded mandate for the counties in this Legislation. However, if the counties wish to augment the stipend to include additional court dates, there is no law prohibiting it.

5) The $1,474,200 appropriation is only for the next 2 years. If the program is successful and acceptable to the Judges, DAs and PDs, Speaker Yeager stated then we could look at making it a State permanent funding source.
<table>
<thead>
<tr>
<th>County/City</th>
<th>$450 Strapped Per Day</th>
<th>$450 Strapped Per Day</th>
<th>$450 Strapped Per Day</th>
<th>$450 Strapped Per Day</th>
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</tr>
</tbody>
</table>

**Note:** These costs will be subject to annual audits and annual reporting requirements to the Heads State Legislature.

**Note:** Public Defender Filing will be filed on Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, and Sunday.

**Note:** The Public Defender Filing will be filed on Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, and Sunday.

**Note:** The calculations above are for a year round for each replacement of 12 for existing judges’ district attorneys and Public Defender to work Saturdays and/or Sundays year round.

**Note:** These costs will be subject to annual audits and annual reporting requirements to the Heads State Legislature.

**Note:** Public Defender Filing will be filed on Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, and Sunday.

**Note:** The Public Defender Filing will be filed on Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, and Sunday.

**Note:** The calculations above are for a year round for each replacement of 12 for existing judges’ district attorneys and Public Defender to work Saturdays and/or Sundays year round.
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: June 15, 2023
Agenda Item Number: 6.b

Subject: Time Certain at 9:00 A.M. - For Possible Action: Approve a resolution to transfer the unused Private Activity Bond Cap (PABC) to Nevada Rural Housing Authority (NRHA) in the amount of $2,012,582.49.

Recommendation:

Summary:

Financial Department Comments:
Lyon County does this every year and it enables additional affordable housing in Lyon County. Approval recommended.

District Attorney Comments:

County Manager Comments:

Attachments:
Resolution Transfer Unused Private Activity Bond Cap
Progress Report
RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF COMMISSIONERS OF LYON COUNTY, NEVADA PROVIDING FOR THE TRANSFER OF THE COUNTY’S 2023 PRIVATE ACTIVITY BOND VOLUME CAP TO THE NEVADA RURAL HOUSING AUTHORITY; AND OTHER MATTERS RELATED THERETO

WHEREAS, pursuant to the provisions of Chapter 348A of the Nevada Revised Statutes (“NRS”) and Chapter 348A of the Nevada Administrative Code (“NAC”), there has been allocated to Lyon County, Nevada (the “County”), the amount of $2,012,582.49 in tax-exempt private activity bond volume cap for year 2023 (the “2023 Bond Cap”); and

WHEREAS, the Nevada Rural Housing Authority (the “NRHA”), has requested that the County transfer its 2023 Bond Cap to the NRHA for the purpose of providing a means of financing the costs of single family residential housing that will provide decent, safe and sanitary dwellings at affordable prices for persons of low and moderate income (“Single Family Programs”); and

WHEREAS, the County is a local government as defined by NAC 348A.070; and

WHEREAS, Section 348A.180 of the NAC provides a procedure whereby the County may, by resolution, transfer to any other local government located within the same county, all or any portion of its 2023 Bond Cap; and

WHEREAS, pursuant to NRS 315.983(1)(a), the NRHA is an instrumentality, local government and political subdivision of the State of Nevada (the “State”); and

WHEREAS, the NRHA is located within the County, pursuant to NRS 315.963, which defines the NRHA’s area of operation as “any area of the State which is not included within the corporate limits of a city or town having a population of 150,000 or more.”

NOW, THEREFORE, the Board of Commissioners of the County does hereby find, resolve, determine and order as follows:

Section 1. Recitals. The recitals set forth herein above are true and correct in all respects.

Section 2. Transfer of Private Activity Bond Volume Cap. Pursuant to NAC 348A.180, the County hereby transfers 2023 Bond Cap in the amount of $2,012,582.49 to the NRHA for its Single Family Programs.

Section 3. Use of 2023 Bond Cap. The NRHA will use the 2023 Bond Cap for single family purposes in calendar year 2023 or carry forward any remaining amount according to the Internal Revenue Code of 1986, as amended, for such purposes.
Section 4. Representative of County. Pursuant to NAC 348A.180(1), the Director of the State of Nevada Department of Business and Industry (the “Director”) may contact Andrew Haskin, County Manager, Lyon County, regarding this Resolution at (775) 463-6531 or by email at AHaskin@Lyon-County.Org or in writing at 27 S. Main Street, Yerington, Nevada 89447.

Section 5. Additional Action. The Chair of the Board of County Commissioners and the Clerk/Treasurer of the County are hereby authorized and directed to take all actions as necessary to effectuate the transfer of the 2023 Bond Cap, and carry out the duties of the County hereunder, including the execution of all certificates pertaining to the transfer as required by NAC 348A.

Section 6. Direction to the NRHA. The NRHA shall notify the Director in writing as soon as practicable of the occurrence or nonoccurrence of any term or condition that would affect the disposition of the 2023 Bond Cap.

Section 7. Representative of the NRHA. Pursuant to NAC 348A.180(3), the Director may contact Diane Arvizo, Director of Homeownership Programs of the NRHA regarding this Resolution at (775) 886-7900 or by email at DArvizo@NVRural.org or in writing at Nevada Rural Housing Authority, 3695 Desatoya Drive, Carson City, Nevada 89701.

Section 8. Obligation of the County. This Resolution is not to be construed as a pledge of the faith and credit of or by the County, or of any agency, instrumentality, or subdivision of the County. Nothing in this Resolution obligates or authorizes the County to issue bonds for any project or to grant approvals for a project or constitutes a representation that such bonds will be issued.

Section 9. Enforceability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution. This Resolution shall go into effect immediately upon its passage.
ADOPTED, SIGNED AND APPROVED this ____ day of ____________, 2023.

BOARD OF COUNTY COMMISSIONERS
LYON COUNTY, NEVADA

By ________________________________
              Dave Hockaday, Chair

ATTEST:

By ________________________________
              Staci Lindberg, Lyon County Clerk/Treasurer
CERTIFICATE OF TRANSFER OF VOLUME CAP

I, Staci Lindberg, am the duly chosen and qualified County Clerk/Treasurer of Lyon County, Nevada (the “County”) and in the performance of my duties as County Clerk/Treasurer do hereby certify to the Office of Business Finance and Planning in accordance with Section 348A.260 of the Nevada Administrative Code (“NAC”), that the 2023 private activity bond volume cap allocated to the County in the amount of $2,012,582.49 has been transferred as follows:

$2,012,582.49 has been transferred pursuant to NAC 348A.180 from the County, a local government, located in the State of Nevada to the Nevada Rural Housing Authority, a local government, located within Lyon County, for the purpose of providing a means of financing the costs of single family residential housing that will provide decent, safe and sanitary dwellings at affordable prices for persons of low and moderate income.

This certificate is being filed within five (5) days of the transfer being made in accordance with NAC 348.260.

BOARD OF COUNTY COMMISSIONERS
LYON COUNTY, NEVADA

By ____________________________
Staci Lindberg, Lyon County Clerk/Treasurer

cc: Diane Arvizo, Nevada Rural Housing Authority
May 31, 2023

Mr. Dave Hockaday  
Chair, Lyon County Board of Commissioners  
P.O. Box 201  
Silver Springs, NV 89429  

Re: Request for Private Activity Bond Cap

Dear Chair Hockaday:

Each year, your county transfers all or a portion of its unused Private Activity Bond Cap (PABC) to Nevada Rural Housing Authority (NRH), resulting in our continued success operating Home At Last™, the award-winning, single-family housing program created exclusively for rural homebuyers. Transferring unused PABC to NRH does not obligate the county in any way – it simply provides us with an additional financing tool to ensure we can continue offering affordable homeownership programs like the Mortgage Credit Certificate (MCC), offered exclusively through NRH.

Please accept this letter as our request to schedule this as a consent item (or action item if needed) for the upcoming County Commission meeting requested by NRH. A draft of the resolution and transfer certificate required by the State of Nevada is attached for your use in preparing this item for the agenda.

Within five (5) days of approval, please email the executed documents to Diane@NVRural.org and mail the originals to:

Attn: Carrie Foley  
State of Nevada, Department of Business & Industry  
3300 W. Sahara Ave., Suite 425  
Las Vegas, NV 89102  

If you have any questions about the transfer or this request, please consult your counsel or NRH’s bond counsel, Ryan Bowen at (312) 845-3277.

William L. Brewer  
Executive Director

Enclosures: 3 (Report, Resolution, Transfer Certificate)
COMMUNITY PROGRESS REPORT
LYON COUNTY • 2023

NEVADA RURAL HOUSING
NRH operates under the oversight of a board of commissioners appointed by the Nevada Association of Counties and the Nevada League of Cities and Municipalities, and is defined as an instrumentality, local government and political subdivision of the State of Nevada, exercising public and essential governmental functions. NRH’s area of operation is defined as communities with population under 150,000.

While the nuts and bolts of our programs help deliver the tangibles (help with rent, apartment complexes, mortgages and homes), the soul of our programs deliver the true deliverable: hope.

With community partners like you, NRH is proud to have delivered hope to rural Nevadans for 50 years.

**PROGRAM POINTS OF INTEREST**

- **Homeownership**: $2.3 BILLION MORTGAGES PROVIDED
- **Homebuyer Tax Credits**: $38.1 MILLION EST. TAX SAVINGS
- **Rental Assistance**: 1,158 FAMILIES ASSISTED ANNUALLY
- **Community Development**: 729 UNITS BUILT OR PRESERVED
- **Weatherization & Home Repair**: 302 CLIENTS ASSISTED IN 5 RURAL COUNTIES
- **Real Estate Operations**: 736 DOORS MANAGED IN 9 COMMUNITIES
HOMEOWNERSHIP PROGRAMS
GET NEVADANS HOME AT LAST

Our homeownership programs – from mortgage tax credits and down payment assistance, to low-rate mortgage options and homebuyer education – provide unprecedented access to a wider range of affordable credit options, resulting in doors being opened for more rural Nevadans to own a home.

Since 2006, the program has provided $2.3 billion in mortgages, assisted 10,532 homeowners, provided $63.6 million in down payment assistance and has delivered $38.1 million in estimated tax savings to homeowners, which is reinvested in their communities.

A transfer of private activity bond cap to Nevada Rural Housing benefits homebuyers by providing affordable single-family home financing to those who desire to work, live and thrive in rural Nevada.

PROGRAM IMPACT FOR LYON COUNTY

- $21.4 MILLION IN PRIVATE ACTIVITY BOND CAP TRANSFERS FROM THE COUNTY TO NRH SINCE 2006
- $360 MILLION IN MORTGAGES PROVIDED TO 1,757 HOMEBUYERS SINCE 2006
- $7.3 MILLION IN ESTIMATED FEDERAL TAX SAVINGS TO HOMEOWNERS IN THE COUNTY SINCE 2006
- $9.4 MILLION IN DOWN PAYMENT ASSISTANCE TO HOMEBUYERS IN THE COUNTY SINCE 2006
SOLUTIONS-DRIVEN PROGRAMS

Home is the nicest word there is.

We know how good home feels, and we’re here to help rural Nevadans get there. Whether it’s through building, repairing, managing, or helping find and afford housing, our programs aim to deliver the solutions our communities need and deserve.

SERVICE BY THE NUMBERS

- 2/3 OF RENTAL ASSISTANCE RECIPIENTS ARE SENIORS AND PEOPLE WITH DISABILITIES
- 68 CLIENTS HOLD SPECIAL VASH (VETERANS AFFAIRS SUPPORTIVE HOUSING) VOUCHERS
- 83% OF RENTAL-ASSISTED HOUSEHOLDS ARE BELOW 30% AREA MEDIAN INCOME
- AVG. ANNUAL HOUSEHOLD INCOME OF RENTAL-ASSISTED HOUSEHOLD IS APPROX. $12,000
- MOST WEATHERIZATION CLIENTS ARE AGING-IN-PLACE SENIORS WITH LOWER INCOMES
- WEATHERIZATION PROGRAM CAN SAVE 5-30% ON ENERGY BILLS THROUGH AUDIT AND UPGRADES
- 128 PLANNED UNITS THROUGH 2025 WITH DEVELOPMENT EXPLORATION ONGOING

NRH NOW ACCEPTING LANDLORD PARTICIPATION APPLICATIONS
CONTACT: LANDLORDS@NVRURAL.ORG OR (775) 283-0174
Per the definition established by the Federal Government: “Families who pay more than 30 percent of their income for housing (including the cost of their utilities) are considered to be ‘overburdened’ from a cost perspective, and accordingly these households may have difficulty affording other necessities such as food, clothing, transportation and medical care.”

We strive to provide clarity to the term “Affordable Housing” and to identify the growing need for affordable housing inventory throughout our rural communities. This endeavor is designed to facilitate and support the production of affordable housing stock in all rural areas throughout our state. And here’s the thing: we know we need more.

But how much? What kind? Where should it be? And what levels of affordability are needed to ensure a community’s housing ecosystem is positively impacted for generations to come?

Enter: The need for housing data.
In the fall of 2014, we began the task of identifying our affordable housing needs by first identifying the overburdened household populations throughout the rural areas of our state, compiling three totally independent housing studies. These studies concentrated on 11 rural counties, the Carson City area, and the high growth job market situated in northern Nevada in connection with the Tahoe Reno Industrial Center located in northern Storey County. Each study assessed the population, economic conditions, household size, income and age factors, availability of community infrastructure and public services, existing housing conditions, home sales and area rental values, local projected housing costs focused on the production of new quality affordable housing products, and the projected affordable housing demand concerns for each housing market identified. This data was intended to begin important dialogue between counties, communities and partners.

We then published comprehensive housing studies in March 2018, covering Nevada’s 15 rural counties and the rural portions of Clark and Washoe Counties. The studies highlighted challenges and opportunities throughout Nevada, and promoted dialogue between private and public partners who are tackling the state’s housing crisis. The studies assess factors that contribute to a community’s housing needs, including:

- Population
- Economic conditions
- Household size
- Income and age factors
- Availability of infrastructure and public services
- Existing housing conditions, home sales, and area rental values
- Projected housing costs
- Projected housing demand for every rural housing market in the state

Data is just a snapshot in time, of course, and we will be releasing updated studies in 2023 and 2024 through our work with the University of Nevada, Reno Extension’s Nevada Economic Assessment Project (NEAP).
SEE THE MISSION IN ACTION

VISIT US AT NVRURAL.ORG

THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: June 15, 2023
Agenda Item Number: 6.c

Subject: Time Certain at 9:15 AM - For Presentation Only: A presentation and programs update from Hiren Bhavsar, the Extension Educator for University of Nevada Reno, Lyon County Extension office in Yerington.

Recommendation:

Summary:

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: June 15, 2023

Agenda Item Number: 6.d

Subject: Time Certain for 9:30 a.m. - For Possible Action: Acceptance of renewal proposal from Nevada Public Agency Insurance Pool (POOL) and approval for payment from fiscal year 2023 - 2024 funds.

Recommendation:

Summary:

Financial Department Comments:
This is within the budgeted amount.

District Attorney Comments:

County Manager Comments:

Attachments:
NEVADA PUBLIC AGENCY INSURANCE POOL MEMBER COVERAGE SUMMARY

Lyon County
Your Insurance Team

**Bradley Pearce** - Chairman – Shareholder – Insurance Agent

Bradley Pearce has served in numerous capacities with A and H Insurance. He has been with the company for over 40 years. He is a knowledgeable and technically skilled insurance agent having served numerous roles with the Nevada Independent Insurance Agents (NIIA). He also had a strong role in the creation of four insurance companies, serving in various senior management capacities with each.

While at A and H, he has held the positions of agency president, treasurer, and is currently the chairman. He has been instrumental in the acquisition and integration of eight agencies into A and H.

**Phone:** (775) 284-7814  **Email:** bPearce@aandhins.com

**Kayla Woods** – Municipalities Manager - Sales Executive

Kayla Woods is a Sales Executive for A and H Insurance and specializes in commercial insurance and providing coverage for municipalities. Kayla brings over 10 years of insurance experience with her and is passionate about providing an excellent and easy experience for her clients. She joined the A and H team in July of 2020.

**Phone:** (775) 284-7868  **Email:** kWoods@aandhins.com

**Lori Marshfield** - Account Manager

Lori is a Commercial Insurance Account Manager providing service and support for commercial insurance clients and municipalities.

**Phone:** (775) 284-7864  **Email:** lMarshfield@aandhins.com

**Tania Mojarro** - Account Manager

Tania is a Commercial Insurance Account Manager providing service and support for commercial insurance clients and municipalities.

**Phone:** (775) 284-7885  **Email:** tMojarro@aandhins.com
Dear POOL Member:

Thank you for your continuing leadership commitment to serving your communities by fulfilling your public service mission. The POOL continues to offer programs, services and support for Members’ financial security and collaborating with you in support of your mission.

This Member Coverage Summary reflects the successful negotiations with multiple markets to obtain cost-effective terms, conditions and pricing for approval by the POOL Board on behalf of all Members.

As owners of the POOL, you approved the extensive risk management services, such as POOL/PACT HR services including its training courses and ELearning modules on important HR topics. Enrollment in POOL’s ELearning programs including Target Solutions Fire/EMS training, KnowBe4 email security training continues to reach an increasing number of employees for convenient and cost-effective learning. Our ongoing focus on law enforcement policies and practices targeted jail and road operations with onsite and virtual assessments and sample policies.

We encourage you to discuss the POOL’s services with staff and your agent. We regularly update our website and encourage you to visit www.poolpact.com to utilize a growing base of HR and risk management information in the resource libraries. While there, look for the POOL Coverage documents, board and committee agendas and minutes.

Thanks to all Member volunteers who serve on our boards and committees. These volunteers do a superb job of representing the interests of the Members of your POOL.

Sincerely,

Wayne Carlson
Executive Director
Nevada Public Agency Insurance Pool
NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

<table>
<thead>
<tr>
<th>RENEWAL PROPOSAL</th>
<th>COVERAGE PERIOD</th>
<th>NAMED ASSURED</th>
<th>MAINTENANCE DEDUCTIBLE</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>07/01/2023 – 07/01/2024 Standard Time</td>
<td>Lyon County</td>
<td>$25,000</td>
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</tbody>
</table>

Property Coverage

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<thead>
<tr>
<th>Coverage</th>
<th>Limit per Loss</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property</td>
<td>$300,000,000</td>
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</tbody>
</table>

Per Schedule of Locations

The following sub-limits apply to Section V. C. Extensions of Property Coverage:

- Accounts Receivable: $5,000,000 per loss
- Arson Reward: 10% up to $25,000 per loss
- Debris Removal - Mold/Asbestos: $100,000
- Earthquake: $150,000,000 aggregate
- Flood: $150,000,000 aggregate - Flood Zone A
- Equipment Breakdown: $100,000,000 per loss
- Loss of Income & Extra Expense: included
- Hazardous Substance Coverage: $250,000 per loss
- Spoilage Coverage: $250,000 per loss
- Data Restoration: $100,000 per loss
- Electrical Risk Improvements: $10,000
- Expediting Expenses: $25,000 per loss
- Unintentional Errors and Omissions: $5,000,000 per loss
- Money and Securities: $500,000 per loss
- Ordinance or Law – LEED Building: $500,000
- Agreed Value Vehicles: Per Attachment D, if applicable

This summary is intended for reference only. For specific terms, conditions, limitations and exclusions, please refer to the POOL Coverage Form and Cyber Risk Coverage Form edition July 1, 2023.
**NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY**

**Liability Coverage**

The Limits of Liability are as follows:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit per Named Assured</th>
<th>Annual Aggregate Limit per Named Assured</th>
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</thead>
<tbody>
<tr>
<td>Per Event</td>
<td>$10,000,000</td>
<td>$10,000,000</td>
</tr>
</tbody>
</table>

All Sublimits are a part of and not in addition to the Limits of Liability.

*Liability Sublimits:*

- Additional Assured (Lessor) (Section I, item 2) | $2,000,000 |
- Weed Spray Property Damage (Section IV, item 3 (B) (2) (ix)) | $250,000 $250,000 |
- Emergency Response to Pollution (Section IV, item 3 (B) (2) (v)) | $1,000,000 $1,000,000 |
- Criminal Defense Fees and Costs (Section VI, part C, item 4) | $50,000 $50,000 |
- Defense for Regulatory Agency Actions (Section VI, part C, item 16) | $50,000 |

**Sexual Abuse Sublimit** (Section VI, part C, item 21) | $2,500,000 $2,500,000 |

*Retroactive Date* | May 1, 1987 except as shown in Attachment C
**NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY**

**Cyber Risk Coverage Form**

<table>
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<tr>
<th>CYBER SECURITY RISK COVERAGE</th>
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<tbody>
<tr>
<td><strong>PART ONE: Terms and Conditions</strong></td>
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</tbody>
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<table>
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<tr>
<th>SECURITY RISK COVERAGE LIMITS</th>
<th>Limit per <strong>Named Assured</strong> Per <strong>PRIVACY OR SECURITY EVENT</strong></th>
<th>**Annual Aggregate Limit Per All <strong>Named Assureds</strong></th>
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<tbody>
<tr>
<td><strong>PART TWO: Privacy or Security Liability Limits</strong></td>
<td>$1,000,000</td>
<td>$1,000,000 up to $15,000,000 aggregate all POOL Members combined</td>
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</tbody>
</table>

*The following sub-limits are a part of and not in addition to the Limits of Liability:*

| **PART THREE: Security Failure/Privacy Event Management Coverage** | $100,000 |
| **PART FOUR: Network Interruption Coverage** | $250,000 |
| **Proof of Loss Preparation Costs (as defined), (Separate Limit)** | $50,000 |
| **Retroactive Date** | July 1, 2013 |
NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

Environmental Liability Coverage

The Limits of Liability are as follows:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>A</td>
<td>Third Party Claims for Bodily Injury, Property Damage or Remediation Expense</td>
</tr>
<tr>
<td>B</td>
<td>First Party Remediation Expense</td>
</tr>
<tr>
<td>C</td>
<td>Emergency Response Expense</td>
</tr>
<tr>
<td>D</td>
<td>Business Interruption</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>COVERAGE</th>
<th>DEDUCTIBLE</th>
<th>EACH INCIDENT LIMIT</th>
<th>AGGREGATE LIMIT</th>
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</thead>
<tbody>
<tr>
<td>A,B,C</td>
<td>$25,000</td>
<td>$2,000,000</td>
<td>$10,000,000</td>
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<table>
<thead>
<tr>
<th>COVERAGE</th>
<th>DEDUCTIBLE</th>
<th>BUSINESS INTERRUPTION LIMIT (Days)</th>
<th>BUSINESS INTERRUPTION LIMIT ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>D</td>
<td>3 Days</td>
<td>365</td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>
NPAIP 2023-2024 Program Structure

Property

- 300,000,000 Loss Limit Property including
- Earthquake 150,000,000
- Flood 150,000,000
- Flood Zone A 25,000,000
- Equipment Breakdown 100,000,000

General Liability Including Law Enforcement Liability

- 10,000,000 Limit
- 10,000,000 Annual Aggregate per Event Per Named Assured

Auto Liability

- 10,000,000 Combined Single Limit

Wrongful Acts Including SAM

- 10,000,000 Occurrence Limit
- 10,000,000 Aggregate
- Claims Made Form

Member Maintenance Deductible

- PRM $300,000
- NPAIP $200,000

NPAIP $500,000 Self Insured Retention

Terrorism Property & Casualty

- 1,000,000 Occurrence Limit
- $15,000,000 Annual POOL Aggregate

Cyber Risk

- 10,000,000 Occurrence Limit
- *Cyber Trigger Included

- NPAIP $250,000 Retention
- $250K Property $200K Casualty Deductible

Environmental Liability

- 2,000,000 Per Occurrence
- 10,000,000 Aggregate Limit
- $250K Retention $25,000 Member Deductible

Student Accident Coverage

- 25,000 Occurrence Limit
- $250 Deductible
### NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

**Member Contribution:** Expiring MD $25,000

<table>
<thead>
<tr>
<th>Total Program Cost Including All POOL Services:</th>
<th>$894,377.10</th>
</tr>
</thead>
</table>
NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

The current market conditions hardened globally due to the economic inflation. This caused a strain on the capacity that reinsurers can provide and is reflective on rates charged. Pricing is based on exposures, such as Total Insured Values, Number of Employees, Amount of Payroll, Number of Law Enforcement, Firefighters, EMT’s, and the Number of Vehicles (below is a breakdown of your exposures year-over-year exposures). Claim loss is a part of the price model, but this year, more than any other, Carrier Capacity is driving pricing increases.

For All Members Property, NPAIP obtained a lower rate increase compared to the standard increases received in the market.

Municipality Liability for NPAIP continues to be impacted by adverse loss development related to social inflation, law enforcement and climate change.

The School Liability for NPAIP continues to be impacted by large settlements due to Wrongful Acts including Sexual Abuse and Molestation.

Coverage:

| Maintenance Deductible: | $25,000 |

<table>
<thead>
<tr>
<th></th>
<th>2022</th>
<th>2023</th>
<th>Percent (%) Change</th>
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</thead>
<tbody>
<tr>
<td>Program Cost</td>
<td>$751,492.03</td>
<td>$893,227.10</td>
<td>18.86%</td>
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<tr>
<td>Comparison</td>
<td></td>
<td></td>
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</table>

Key Exposures:

<table>
<thead>
<tr>
<th></th>
<th>2022</th>
<th>2023</th>
<th>Percent (%) Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payroll</td>
<td>$21,230,400</td>
<td>$23,406,424</td>
<td>10.25%</td>
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<tr>
<td>Total Insured Values</td>
<td>$146,755,158</td>
<td>$151,866,122</td>
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<tr>
<td>Auto Count</td>
<td>286</td>
<td>296</td>
<td>3.50%</td>
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<tr>
<td>Law Enforcement</td>
<td>88</td>
<td>62</td>
<td>-29.55%</td>
</tr>
<tr>
<td>Employees</td>
<td>369</td>
<td>365</td>
<td>-1.08%</td>
</tr>
<tr>
<td>EMT’s</td>
<td>0</td>
<td>0</td>
<td>0.00%</td>
</tr>
<tr>
<td>Student ADA</td>
<td>0</td>
<td>0</td>
<td>0.00%</td>
</tr>
<tr>
<td>Teachers</td>
<td>0</td>
<td>0</td>
<td>0.00%</td>
</tr>
</tbody>
</table>
Members Helping Members

In 1987, four Nevada counties formed their own risk sharing pool. Now over thirty years later, the majority of Nevada's public entities remain committed to each other and the mission of their risk pool organization. POOL/PACT continues to excel in providing an unparalleled level of service to our members. Our mission seeks to help members manage their risks so they can serve the public effectively.

The POOL Board is comprised of dedicated, hardworking, and ethical Member leaders focused on public risk management. They continue to do an excellent job of representing the interests of the Member-owners of POOL/PACT. Our members continue to see great value in being part of POOL/PACT because of extensive services, which keeps membership retention strong. POOL/PACT encourages you to discuss the services we offer with your insurance agent – its valued partner in the POOL program.

POOL Executive Committee
Josh Foli - Chair (Lyon County)
Geof Stark – Vice Chair (Churchill County)
Amanda Osborne - Director (Elko County)
Dan Murphy - Director (Pershing Co.SD)
Gina Rackley – Fiscal Officer (Humboldt Co)
Ann Cyr - Director (Carson City SD)
Scott Lindgren - Director (TDFPD)

PACT Executive Committee
Paul Johnson - Chair (White Pine CSD)
Mike Giles – Vice Chair (City of Lovelock)
Amana Osborne - Trustee (Elko County)
Josh Foli – Fiscal Officer (Lyon County)
Robyn Dunckhorst - Trustee (Humboldt GH)
Craig Roissum - Trustee (City of Caliente)
Joe Westerlund – Trustee (Town of Tonopah)
RISK MANAGEMENT BENEFITS AND SERVICES

POOL/PACT LOSS CONTROL COMMITTEE
Develops, administers, and supervises Risk Management policy, procedure, and planning • Supports innovative risk reduction and/or mitigation programs • Develops and administers risk control techniques to reduce the frequency and severity of losses

ENTERPRISE RISK MANAGEMENT EXCELLENCE PROGRAM
A voluntary program developed to assist POOL/PACT members achieve operational excellence in the delivery of public service through effective risk management • Develops understanding of Enterprise Risk Management – that risk management efforts of one department have a direct impact, either positive or negative, on the enterprise as a whole

RISK MANAGEMENT GRANT PROGRAM
Educational Grants supporting risk management education and training opportunities • Risk Management Grants for risk management/mitigation projects or acquisitions • Visit www.poolpact.com/risk-grant.asp for more information

ONLINE SAFETY TRAINING
Active Shooter Response • Asbestos Awareness Training • Aversive Interventions • Back Safety in the Workplace • Bloodborne Pathogens Awareness • The Complex Quadriplex of Lifeguard Blindness • Cybersecurity Awareness • Ransomware Awareness • Defensive Driving • FERPA • GHS - Hazard Communication • Heat-Related Illness • HIPAA Privacy Rule • Lock-Out, Tag-Out • Mandatory Child Abuse Reporting Laws • MRSA Awareness for Correctional Employees • MRSA Awareness in Hospitals • Nevada Ethics in Government Law • Office Ergonomics • Open Meeting Law • OSHA – Rights and Responsibilities • Pool Chemical Safety • Slips, Trips, and Falls • Strip Search Training • Students in Transition • Sub-Administrator Training • Surviving an Active Shooter • Teaching Science Safely • Transporting Students with Special Needs • MSDSonline (SDS management)

LAW ENFORCEMENT AND FIRE PROTECTION
Partnership with Legal Liability Risk Management Institute (LLRMI) to provide Best-practice Road and Detention Operation Policies and Procedures • Detention Facility Assessments and Reports • Team Approach to Address Individual Needs Through Network of Subject Matter Experts in Law Enforcement, Jails/Corrections, Public Safety, and Criminal Justice • TargetSolutions Fire and EMS Training Platform • Mental Health – Fit for Retirement Wellness

SWIMMING POOL SAFETY POLICIES, INSPECTIONS, AND TRAINING
Aquatic Facility Assessment and Report • Annual Aquatic Risk Management Seminar • Best-practice Aquatic Facility Policy and Lifeguard Manual Templates

CYBERSECURITY TRAINING AND POLICIES
Onsite Passive Network Assessments (PNA) • Best-practice Data Security Policy Templates • Quarterly Cybersecurity Hot-Topic Webinars • Annual Cybersecurity Summit • KnowB4 Phishing Awareness Campaigns and Training • Knowb4 Cybersecurity Newsletter • Cyber Incident Response Plan Templates • Individualized Data- and Cybersecurity Advice and Support

SCHOOL DISTRICT EMERGENCY OPERATIONS PLANS, TRAINING, AND POLICIES
NRS-required Emergency Operation Plans (EOP) • Annual EOP updates • Emergency Management and Response Training • School Safety Training based on FEMA Guide for High Quality School Emergency Operations Plans • Hazard and Vulnerability Assessments and Reports

SITE SAFETY INSPECTIONS, TRAININGS, AND AUDITS
Playground & Parks Safety Surveys • Workstation Ergonomic Evaluations • Confined Space Risk Assessments • Facility Surveys • Fire Extinguisher Education • Respirator Fit Testing and Education • CPR/First Aid/AED • Accident Investigation Training • Back Safety and Lifting • Defensive and Distracted Driver Education • Workplace Violence • Personal Protective Equipment • Emergency Preparedness • OSHA Compliance Training • Written Workplace Safety Plan Training • Safety Committee Formation and Operation • Wellness/Health Education and Training

For More Information, Contact:
Marshall Smith, Risk Manager (marshallsmith@poolpact.com) or Jarrod Hickman, Risk Management Specialist (jarrodhickman@poolpact.com); (775) 885-7475; or visit www.poolpact.com.
A variety of services are offered through POOL/PACT HR. We work with each member individually to address their specific HR-related needs and reduce liability. The basic services include:

- Consultation with members to manage and resolve critical employment-related issues to include identifying options, providing step-by-step guidance, monitoring progress, and answering questions.
- In-person and virtual instructor-led training courses, workshops, and certificate programs.
- eLearning courses available 24/7.
- Webinars on HR-related topics.
- On-site assessments of members’ HR practices with recommendations.
- Communication issued as “Alerts” to inform members of significant HR-related law or practice changes.
- On-site HR Briefings tailored to specific needs/requests of members.
- Sample personnel policies which may be adopted for use by members.
- Sample job description templates and numerous HR forms that can be tailored for use by members.
- Salary schedule database available on our website for member reference.
- Summary of HR-related legislation produced each legislative session.
- HR scholarships to assist member HR representatives in attaining nationally recognized HR certifications.
- Annual HR Conference providing HR representatives and CEOs valuable information on communication, leadership, and legal compliance.
POOL 2023-2024 APPROVED BUDGET AND EXPENSES

<table>
<thead>
<tr>
<th>Pool Budget</th>
<th>Proposed Budget</th>
<th>% Allocation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loss Fund &amp; Insurance Expense</td>
<td>$20,053,808</td>
<td>76.1%</td>
</tr>
<tr>
<td>Agent Commissions</td>
<td>$1,609,366</td>
<td>6.1%</td>
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<tr>
<td>Third Party Administrator Claims Processing</td>
<td>$800,575</td>
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<tr>
<td>Member Services</td>
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<td>8.0%</td>
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<tr>
<td>Administrative Expenses</td>
<td>$1,236,831</td>
<td>4.7%</td>
</tr>
<tr>
<td>Net Investment Income</td>
<td>$541,800</td>
<td>2.1%</td>
</tr>
<tr>
<td><strong>Total Budget</strong></td>
<td><strong>$26,341,188</strong></td>
<td><strong>100.0%</strong></td>
</tr>
</tbody>
</table>
POOL/PACT CONTACTS

**Nevada Risk Pooling (NRP)**
(775) 885 7475
Wayne Carlson, Executive Director, ext 132
wayne.carlson@poolpact.com

Alan Kalt, Chief Financial Officer, ext 128
akalt@poolpact.com

Marshall Smith, Risk Manager, ext 104
marshall.smith@poolpact.com

Jarrod Hickman, Risk Manager, ext 133
jarrod.hickman@poolpact.com

Mike Van Houten, eLearning Administrator, ext 101
eLearning@poolpact.com

Stephen Romero, Member Relations Manager, ext 110
stephen.romero@poolpact.com

Jennifer Turner, Admin Data Analyst, ext 129
jennifer.turner@poolpact.com

**Pooling Resources, Inc. (POOL/PACT HR)**
(775) 887 2240
Stacy Norbeck, General Manager, ext 107
stacy.norbeck@poolpact.com

Neal Freitas, Sr. HR Business Partner, ext 113
neal.freitas@poolpact.com

Ashley Creel, Sr. HR Business Partner, ext 105
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Jeff Coulam, Sr. HR Business Partner, ext 106
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Lessly Monroy, HR Business Partner, ext 108
lessly.monroy@poolpact.com

Sean Moyle, HR Business Partner, ext 103
sean.moyle@poolpact.com

**Davies Claims Solutions**
Donna Squires, Claims Manager
(775) 329 1181
Donna.squires@Davies-group.com

Margaret Malzahn, WC Claims Supervisor
(775) 329 1181
Margaret.malzahn@Davies-group.com
NPAIP MEMBERSHIP

Counties:
Carson City
Churchill County
Elko County
Esmeralda County
Eureka County
Humboldt County
Lander County
Lincoln County
Lyons County
Mineral County
Pershing County
Storey County
White Pine County

Cities:
Boulder City
City of Caliente
City of Carlin
City of Elko
City of Ely
City of Fernley
City of Lovelock
City of Wells
City of West Wendover
City of Winnemucca
City of Yerington

Towns:
Town of Gardnerville
Town of Genoa
Town of Minden
Town of Round Mountain
Town of Tonopah

School Districts:
Carson City School District
Churchill County School District
Douglas County School District
Elko County School District
Esmeralda County School District
Eureka County School District
Humboldt County School District
Lander County School District
Lincoln County School District
Lyons County School District
Mineral County School District
Nye County School District
Pershing County School District
Storey County School District
White Pine County School District

Fire Districts:
Moapa Valley Fire Protection District
Mt. Charleston Fire Protection District
North Lake Tahoe Fire Protection District
North Lyon County Fire Protection District
Pahranagat Valley Fire District
Tahoe Douglas Fire Protection District
Washoe County Fire Suppression
White Pine Fire District

Others:
Central Nevada Health District
Central Nevada Historical Society
Central Nevada Regional Water Authority
Community Chest, Inc
Consolidated Agencies of Human Services
County Fiscal Officers Association of Nevada
Douglas County Redevelopment Agency
Eight Judicial District
Elko Central Dispatch
Elko Convention & Visitors Authority
Humboldt River Basin Water Authority
Lincoln County Regional Development
Mineral County Housing Authority
Nevada Association of Counties
Nevada Commission for the Reconstruction of the V & T Railway
Nevada League of Cities
Nevada Risk Pooling, Inc.
Nevada Rural Housing Authority
Nevada Volunteers
NevdalWorks
Regional Transportation Commission of Washoe County
Truckee Meadows Regional Planning Agency
U.S. Board of Water Commissioners
Virginia City Tourism Convention
Western Nevada Regional Youth Center
White Pine County Tourism

Special Districts:
Alamo Water & Sewer District
Amargosa Library District
Battle Mountain Hospital
Beatty Library District
Beatty Water & Sanitation District
Canyon General Improvement District
Carson-Truckee Water Conservancy District
Carson Water Subconservancy District
Churchill County Mosquito, Vector
and Weed Control District

Special Districts (continue):
Douglas County Mosquito District
Douglas County Sewer
East Fork Swimming Pool District
Elko County Agricultural Association
Elko TV District
Fernley Swimming Pool District
Gardnerville Ranchos General Improvement District
Gerlach General Improvement District
Humboldt General Hospital
Incline Village General Improvement District
Indian Hills General Improvement District
Kingsbury General Improvement District
Lakeridge General Improvement District
Lincoln County Water District
Logan Creek Estates General Improvement District
Loveland Meadows Water District
Marla Bay General Improvement District
Mason Valley Swimming Pool District
Minden Gardnerville Sanitation District
Moapa Valley Water District
Nevada Association of Conservation Districts
Nevada Association of School Boards
Nevada Association of School Superintendents
Nevada Tahoe Conservation District
Northern Nye County Hospital District
Pahrump Library District
Palomino Valley General Improvement District
Pershing County Water Conservation District
Sierra Estates General Improvement District
Silver Springs General Improvement District
Silver Springs Stagecoach Hospital
Skyland General Improvement District
Smoky Valley Library District
Southern Nevada Area Communication Council
Southern Nevada Health District
Stagecoach General Improvement District
Sun Valley General Improvement District
Tahoe Douglas District
Topaz Ranch General Improvement District
Tahoe Reno Industrial General Improvement District
Tonopah Library District
Walker Basin Conservancy
Walker River Irrigation District
Washoe County Water Conservation District
West Wendover Recreation District
Western Nevada Development District
White Pine Television District #1
Zephyr Cove General Improvement District
Zephyr Heights General Improvement District

THANK YOU FOR YOUR MEMBERSHIP!
Subject: For Presentation Only: Recognize Sonja Remaley for her 34 years of service to the citizens of Lyon County.

Recommendation:

Summary:

The Lyon County Sheriff’s Office would like to recognize Sonja Remaley on her 34 years of service to the citizens of Lyon County. The Lyon County Sheriff’s Office wishes Sonja and long and happy retirement.

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:
Meeting Date: June 15, 2023

Agenda Item Number: 7.b

Subject: For Presentation Only: Recognize Lieutenant Tyrell Joyner and Sergeant Erik Kusmerz for their actions that saved the life of Nike “Toni” Riess on April 19, 2023, and presented with the Life Saving Award.

Recommendation:

Summary:

On April 17, 2023 Stagecoach resident Nike “Toni” Riess went missing. On the morning of April 18, 2023 Lyon County Search and Rescue commenced a search of the desert in the area of Toni Riess’ residence. Ground searches were suspended at dusk on April 18th; however, aerial searches continued throughout the night, utilizing Unmanned Aerial Vehicles as well as a CareFlight helicopter. Ground searches re-commence the morning of April 19th, as aerial searches continued, this time with the assistance of the Washoe County Sheriff’s Office RAVEN helicopter unit. As these searches were being conducted, Lyon County Sheriff’s Office Lieutenant Tyrell Joyner was leading the Sheriff’s Office Investigations Division in the missing person case. Detective Sergeant Erik Kusmerz arrived for duty on April 19th and learned of the search for Toni. With great tenacity, Detective Sergeant Kusmerz pro-actively involved himself in the missing person investigation and search for Toni. Detective Sergeant Kusmerz immediately began to identify other avenues of pin pointing Toni’s location through cellphone data as well as data from different “App’s” on Toni’s cellphone. On his own accord, Detective Sergeant Kusmerz sought historical cellphone data to track Toni’s movements before she went missing. Once Detective Sergeant Kusmerz received the data, he mapped the data with Law Enforcement Software that he is trained in. Detective Sergeant Kusmerz’ proficiency in this field was demonstrated when he accurately mapped Toni’s locations leading up to the point when she went missing. Based on Detective Sergeant Kusmerz’ cellphone mapping, multiple witnesses were identified and located who had seen Toni on the night of April 17, which is when she went missing. After identifying and interviewing the witnesses, it was learned that Toni had been searching for a lost dog, which cleared up false information pertaining to Toni’s mental status. Detective Sergeant Kusmerz’ accurate cellphone mapping also showed inconsistencies as to where Toni’s vehicle had been located when compared to the phone data. This indicated that the mapping done by the Civil Air Patrol to which search efforts were being organized around was not consistent with the physical location of Toni’s vehicle and to where she had likely gone the night of April 17. The information obtained by witnesses and the fact there was an inconsistency in the cellphone data would not have been discovered if it were not for the pro-active, efficient and accurate skills displayed by Detective Sergeant Kusmerz. Search efforts were re-directed based on that newly discovered information. On the evening of April 19, 2023, Lieutenant Joyner, armed with this new information, drove to the search area and set out on foot, by himself, in an attempt to locate Toni Riess. Soon after, Lieutenant Joyner located footprints that he believed were made by Toni Riess.
At approximately 5:30 PM, after about 15 minutes of searching on foot, Lieutenant Joyner located Toni Riess, alive, at the bottom of a ravine. Lieutenant Joyner immediately notified the Lyon County Sheriff’s Office Communications Division to respond a Care Flight helicopter to his location and began rendering aid to Riess. Within an hour of being located, Toni Riess was placed onto a Care Flight helicopter and transported to a local hospital for life saving care. According to medical personnel on scene, had Lieutenant Joyner not taken the initiative and located Toni Riess when he did, she would not have survived the ordeal. There is no doubt, the actions of Sergeant Kusmerz and Lieutenant Joyner directly led to the extension and preservation of Toni Riess’ life. Both Sergeant Erik Kusmerz’ and Lieutenant Tyrell Joyner’s actions on April 19, 2023 reflect their dedication to duty and are in keeping with highest standards of the Lyon County Sheriff’s Office and qualify them to be awarded the Lyon County Sheriff’s Office Life Saving Award.

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:
Date: May 24, 2023

To: Sheriff Brad Pope

From: Commander J. S. Miller

Re: Recommendation for Life Saving Award

Sheriff Pope,

On April 17, 2023 Stagecoach resident Nike “Toni” Riess went missing. On the morning of April 18, 2023 Lyon County Search and Rescue commenced a search of the desert in the area of Toni Riess’ residence. Ground searches were suspended at dusk on April 18th; however, aerial searches continued throughout the night, utilizing Unmanned Aerial Vehicles as well as a CareFlight helicopter. Ground searches re-commence the morning of April 19th, as aerial searches continued, this time with the assistance of the Washoe County Sheriff’s Office RAVEN helicopter unit.

As these searches were being conducted, Lyon County Sheriff’s Office Lieutenant Tyrel Joyner was leading the Sheriff’s Office Investigations Division in the missing person case. Detective Sergeant Erik Kusmerz arrived for duty on April 19th and learned of the search for Toni. With great tenacity, Detective Sergeant Kusmerz pro-actively involved himself in the missing person investigation and search for Toni. Detective Sergeant Kusmerz immediately began to identify other avenues of pin pointing Toni’s location through cellphone data as well as data from different “App’s” on Toni’s cellphone. On his own accord, Detective Sergeant Kusmerz sought historical cellphone data to track Toni’s movements before she went missing. Once Detective Sergeant Kusmerz received the data, he mapped the data with Law Enforcement Software that he is trained in. Detective Sergeant Kusmerz’ proficiency in this field was demonstrated when he accurately mapped Toni’s locations leading up to the point when she went missing.

Based on Detective Sergeant Kusmerz’ cellphone mapping, multiple witnesses were identified and located who had seen Toni on the night of April 17, which is when she went missing. After identifying and interviewing the witnesses, it was learned that Toni had been searching for a lost dog, which cleared up false information pertaining to Toni’s mental status. Detective Sergeant Kusmerz’ accurate cellphone mapping also showed inconsistencies as to where Toni’s vehicle had been located when compared to the phone data. This indicated that the mapping done by the Civil Air Patrol to which search efforts were being organized around was not consistent with the physical location of Toni’s vehicle and to where she had likely gone the night of April 17.

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Both Sergeant Erik Kusmerz’ and Lieutenant Tyrell Joyner’s actions on April 19, 2023 reflect their dedication to duty and are in keeping with highest standards of the Lyon County Sheriff’s Office and qualify them to be awarded the Lyon County Sheriff’s Office Life Saving Award.
Meeting Date: June 15, 2023
Agenda Item Number: 9.a
Subject: For Report Only: Technology Fee Report for FY 2023-24 from Lyon County Assessor.

Recommendation:

Summary:
NRS 250.085

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:
Technology Report 23-24
DATE: June 15th, 2023
TO: LYON COUNTY COMMISSIONERS
FROM: Troy R. Villines, Assessor
RE: TECHNOLOGY FEE REPORT FOR FY 2023-24

Per NRS 250.085 (4), I submit the following Technology Report:

Projected Expenditures for FY 2023-24.................................$ 123,430

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
<th>VDR NAME/ITEM DESC</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technology</td>
<td>$2,000</td>
<td>Vendor “Amazon”</td>
<td>Office Equipment for New Software</td>
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<tr>
<td>Technology</td>
<td>$23,000.00</td>
<td>GSA CAMA Software</td>
<td>Yearly Maintenance and Support</td>
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<tr>
<td>Technology</td>
<td>$420.00</td>
<td>BIS AutoCad</td>
<td>Drawing Software</td>
</tr>
<tr>
<td>Technology</td>
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<td>PICTOMETRY INTERNATIONAL CORP</td>
<td>Pictometry Imagery</td>
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<td>Technology</td>
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<td>PICTOMETRY INTERNATIONAL CORP</td>
<td>Pictometry connect user fee</td>
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<tr>
<td>Technology</td>
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<td>Sidwell Company</td>
<td>ESRI Pro training &amp; Upgrades</td>
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<tr>
<td>Technology</td>
<td>$30.00</td>
<td>NGIS</td>
<td>NGIS membership fee</td>
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<tr>
<td>Technology</td>
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<td>ESRI, INC.</td>
<td>ArcGIS</td>
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<td>Technology</td>
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<td>Precision Document Imaging</td>
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<tr>
<td>Technology</td>
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<td>GSA</td>
<td>Marshall &amp; Swift License Fee</td>
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</tbody>
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Lyon County Board of County Commissioners Agenda Summary

Meeting Date: June 15, 2023
Agenda Item Number: 9.b

Recommendation:

Summary:

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:
Technology Fee Report
June 15, 2023

TO: LYON COUNTY COMMISSIONERS

FROM: ANITA TALBOT, RECORDER

RE: TECHNOLOGY FEE REPORT FOR FY 2023-24

Per NRS 247.306 (3), I submit the following Technology Report:

Total Fees Estimated to collect for next Fiscal Year $ 55,000.00
Expenditures Planned for next Fiscal Year $ 37,707.77
Total Estimated to use for other Technology $ 17,292.23

Tyler Technology Software License Fee $ 17,742.77
E-Record Software Support 1,500.00
Fraud Guard Support 1,500.00
Precision Document Imaging Annual Support $ 1,095.00
DOWL LLC for Plotting Mining Maps $ 13,000.00
Records Administrators Software Support $ 580.00
Records Center Map Supplies $ 500.00
Recorders Assn. Membership fees (4 x $25.00) $ 100.00
CFOA Membership/Registration
(4x$60.00 + 3x$100.00 + 1x$150.00) $ 690.00
Training/Travel for Training $ 1,000.00
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: June 15, 2023
Agenda Item Number: 12.a
Subject: For Possible Action: Review and accept travel claims.

Recommendation:
Approval recommended.

Summary:

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:
Travel Report
<table>
<thead>
<tr>
<th>Department / Name</th>
<th>Description</th>
<th>Amount</th>
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<tbody>
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<td>Commissioners</td>
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<tr>
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<td>1,416.30</td>
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<td>Staci Lindberg</td>
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<td>Sara Glover</td>
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<tr>
<td>Jacob Peterson</td>
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**Total Amount:** 8,494.72
Meeting Date: June 15, 2023
Agenda Item Number: 12.b
Subject: For Possible Action: Review and accept claims and financial reports.

Recommendation:
Approval recommended.

Summary:

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:
Cash Report
Claims Report
### LYON COUNTY BALANCE

#### Governmental Funds
- **General**: $21,774,165.45
- **Park Construction Tax**: $1,003,962.27
- **Cooperative Extension**: $458,916.95
- **Unemployment**: $429,789.60
- **Room Tax**: $101,308.28
- **County Stabilization**: $3,450,000.00
- **Aid to Domestic Violence**: $700.00
- **Vehicle Acquisition**: $499,728.01
- **Fair and Rodeo**: $226,682.63
- **Justice Court Special Assessment**: $1,000,546.45
- **District Court Restricted Fees**: $764,980.57
- **Juvenile Probation Special Assessment**: $40,670.55
- **Library Gift**: $13,347.06
- **Mining Claim Map**: $19,149.07
- **911 Surcharge**: $572,497.32
- **Animal Control Donations**: $142,615.79
- **Road**: $487,912.06
- **R T C**: $16,948,550.81
- **Road Improvement**: $1,748,354.90
- **Opioid Settlement**: $393,909.05
- **General Indigent**: $440,217.45
- **Medical Indigent**: $4,406,804.90
- **Senior Services**: $706,012.51
- **Senior Services Donations**: $173,287.32
- **Capital Improvements**: $22,734,230.57

#### Subtotal Governmental Funds: $78,538,339.57

#### Enterprise Funds
- **Dayton Water Utility**: $14,951,501.77
- **Dayton Sewer Utility**: $16,903,473.03

#### Subtotal Enterprise Funds: $31,854,974.80

#### Component Unit Funds
- **Mason Valley Mosquito Control District**: $860,509.50
- **Central Lyon County Vector Control District**: $368,665.08
- **Walker River Weed Control District**: $207,308.54
- **Silver Springs General Improvement District**: $4,077,527.70
- **Willowcreek General Improvement District**: $731,730.51

#### Subtotal Component Unit Funds: $6,245,741.33

**Total Lyon County**: $116,639,055.70

**Total Custodial Funds**: $14,853,330.18

### SUMMARY

#### Lyon County
- **Total**: $116,639,055.70

#### Custodial Funds
- **Total**: $14,853,330.18

#### Unallocated Cash
- **Unapportioned Secured Taxes**: 
- **Unapportioned Unsecured Taxes**: 
- **Unapportioned Purchase Cards**: 
- **Unapportioned Interest**: $380,602.94

**TOTAL**: $131,872,988.82

### BANK ACCOUNTS AND PETTY CASH

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<td>Fernley Swimming Pool Imprest</td>
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<td>Dayton Utilities Imprest</td>
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<td>Silver Springs GID Imprest</td>
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<td>Petty Cash</td>
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**TOTAL**: $131,872,988.82
# LYON COUNTY CLAIMS REPORT
## MAY 16 THROUGH MAY 31, 2023

### LYON COUNTY

#### Governmental Funds

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<tr>
<th>Description</th>
<th>BILLS</th>
<th>PAYROLL</th>
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<td>General</td>
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<td>Employee Benefits</td>
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<td>Co-Op Extension</td>
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<td>Vehicle Acquisition</td>
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<td>Fair and Rodeo</td>
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<td>Capital Improvements</td>
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<td>Juvenile Probation Special Assessment</td>
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#### Enterprise Funds

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<td>Dayton Water Utility</td>
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#### Component Unit Funds

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<td>Walker River Weed Control District</td>
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<tr>
<td>Silver Springs General Improvement District</td>
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<tr>
<td>Willowcreek General Improvement District</td>
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**Subtotal**: 1,880,179.57 | 1,111,416.60

### TRUST AND AGENCY

#### Governmental Funds

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<th>Description</th>
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<td>DNA Testing</td>
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<td>Western Regional Youth Facility</td>
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<td>Brady Hot Springs Ground Water</td>
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<td>Lyon County School District</td>
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**Subtotal**: 81,531.72 | 106,683.26

### SUMMARY

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<td>Trust &amp; Agency</td>
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**TOTAL**: 1,961,711.29 | 1,218,099.86
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: June 15, 2023
Agenda Item Number: 12.c
Subject: For Possible Action: Approval of changes on Assessor’s tax roll due to correction in assessments and review of tax roll changes.

Recommendation:

Summary:

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:
- Secured Factual Corrections
LYON COUNTY

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

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<th>Acct #</th>
<th>Name/Owner</th>
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<th>Tax Year.</th>
<th>Tax Amount</th>
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$1,481.98
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: June 15, 2023
Agenda Item Number: 12.d
Subject: For Possible Action: Approve the minutes from the Board of County Commissioners meeting held on May 18, 2023.

Recommendation:
Approve the minutes from the Board of County Commissioners meeting held on May 18, 2023.

Summary:

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:
The Honorable Board of Lyon County Commissioners met this day, Thursday, May 18, 2023 at 9:00 AM in the LYON COUNTY ADMINISTRATIVE COMPLEX, 27 S. MAIN STREET, YERINGTON, NV 89447.

1. Roll Call

Present: Commissioner Wes Henderson, Commissioner David Hockaday, Commissioner Scott Keller, Commissioner Robert Jacobson, Commissioner Tammy Hendrix

Staff Present: County Manager Andrew Haskin, Comptroller Josh Foli, District Attorney Steve Rye
Via Zoom: None

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

3. Pledge of Allegiance

4. Public Participation

Comm. Hockaday asked for public comment.

There was no response to the call for public comment.

5. For Possible Action: Review and Adoption of Agenda

Commissioner Henderson moved to adopt, seconded by Commissioner Hendrix.

RESULT: Motion 5-0
AYE: Commissioner Henderson, Commissioner Hockaday, Commissioner Keller, Commissioner Jacobson, Commissioner Hendrix
NAY:

6. Time Certain

6.a. Time Certain at 9:00 AM - Public Hearing on the tentative budget for fiscal year 2023-2024.

Comm. Hockaday asked for public comment.

There was no response to the call for public comment.

Comptroller Josh Foli stated he received a letter from the Nevada Department of Taxation stating the Tentative Budget to be in compliance with the Nevada Revised Statutes. Comm. Hockaday read the letter into record.

Comm. Jacobson questioned if paying to publish in the newspaper is necessary or whether it can go electronic. Josh Foli stated it is still required and is published in the Fernley Leader. The cost is around $600-800.

Comm. Hockaday asked for any comments from the public and there were none. The public hearing was closed.
6.b. Time Certain at 9:00 AM – For Possible Action: Approve the final budget for fiscal year 2023-2024.

Comm. Hockaday asked for public comment.

There was no response to the call for public comment.

Comptroller Josh Foli noted the only changes from the tentative budget to the final budget is the addition of $144,000 in intergovernmental revenues and $144,000 in services and supplies in the Public Defender budget to account for the contracts that the Board approved for the public defender services for the cities, which are a pass-through. This also slightly increased the General Fund Contingency and slightly decreased the General Fund Ending Fund Balance.

Commissioner Jacobson moved to approve, seconded by Commissioner Keller.

RESULT: Motion 5-0
AYE: Commissioner Henderson, Commissioner Hockaday, Commissioner Keller, Commissioner Jacobson, Commissioner Hendrix
NAY:


Jon Porter with Porter Group gave a presentation on current activities. He advised the Board to come to Washington D.C as often as possible and to invite Congressman Amodei or his staff to the BOCC meetings and events as well. He advised that County representatives should make contact seven times a year, even if it is brief.

They are watching the debt ceiling closely and expect to hit it by the 1st of June.

Brian Bates with Porter Group gave a review of community project funding requests totaling $21,504,000.00. These are dependent on the debt-ceiling limit. They have met with Senate and House staff on the Lands Bills.

He explained the effect the debt ceiling has on the appropriation process. They will continue to work on Lyon County’s behalf to see what kind of funding they can get.

Comm. Keller asked if there was a specific time to coordinate a rep from Lyon County to go to Washington D.C. Jon Ponder stated they will inform the Board when they are needed in D.C.

Comms. thanked the Porter Group for their hard work and representation in Washington D.C.

Comm. Hockaday asked for public comment.

There was no response to the call for public comment.

6.d. Time Certain at 9:15 AM - For Presentation Only: Introduction and presentation for the Battle Born Youth Challenge Academy from the Program Director Andre Ponder. (Requested by Comm. Hockaday)

Andre Ponder had to reschedule his presentation to a later date.

7. Proclamations and Resolutions
7.a. For Possible Action: Presentation and Proclamation declaring May 2023 as Mental Health Awareness Month in Lyon County, Nevada.

Comm. Hockaday read the proclamation into record.

Comm. Keller stated he has noticed resolution and proclamations are all done in different formats, he would like to get a standard and put that into policy. He gave some direction on what the format should resemble.

Comm. Hockaday asked if this is an item that could be put on the agenda for future meeting.

County Manager Andrew Haskin stated they can certainly add this to a future agenda but this particular item came from NACO and info pertaining to Lyon County was added to the form. Different organizations submit the resolutions.

Shayla Holmes Director of Lyon County Human Services gave a presentation on the current mental health issues and statistics in Lyon County. Shayla noted resources available including calling 988 for help.

Comms. thanked Human Services for all they do.

Comm. Hockaday asked for public comment.

There was no response to the call for public comment.

Commissioner Henderson moved to adopt a proclamation declaring May 2023 as Mental Health Awareness Month in Lyon County, Nevada, seconded by Commissioner Keller.

RESULT: Motion Passed 5-0
AYE: Commissioner Henderson, Commissioner Hockaday, Commissioner Keller, Commissioner Jacobson, Commissioner Hendrix
NAY:

7.b. For Possible Action: Approve a resolution in support of the Nevada Wildfire Awareness Campaign, and proclaim May 2023 as the Nevada Wildfire Awareness Campaign Month, and this year’s banner theme: “Protect Our Home, Prepare for Wildfire.”

Comm. Hockaday read the resolution into record.

Comm. Keller stated the resolution is incorrectly worded and explained how it should be done.

County Manager Andrew Haskin stated this is also sent to them from an outside entity, but could be redone if requested. Comm. Hockaday stated if it is approved, it will be accepted as written, and if it is denied, it can be rewritten.

Comm. Jacobson stated that he is all for a meeting to come up with a format for future resolutions and ordinances.

Public Comment: Amanda Brinnand stated the more people do to increase the defensible space around their homes helps to prevent wildfires. She acknowledged not everyone has the ability to
resources to do this, requested some kind of help for those people, and asked if requirements can be made for new construction for defensible space.

Commissioner Jacobson moved to approve a resolution in support of the Nevada Wildfire Awareness Campaign, and proclaim May 2023 as the Nevada Wildfire Awareness Campaign Month, and this year’s banner theme: “Protect Our Home, Prepare for Wildfire”, seconded by Commissioner Henderson.

RESULT: Motion Passed 4-1
AYE: Commissioner Henderson, Commissioner Hockaday, Commissioner Jacobson, Commissioner Hendrix
NAY: Commissioner Keller

7.c. For Possible Action: Adopt a resolution declaring May as "Motorcycle Safety Awareness Month" in Lyon County. (Requested by Comm. Henderson)

Comm. Henderson read the resolution into record.

Comm. Henderson stated this is personal and important to him as someone who rides motorcycles. He suggested teaching your kids to spot motorcycles when you’re driving around, to count motorcycles also so this gets in their brain so when they start driving they will be aware of motorcycles.

Comm. Hendrix stated this is important to her also as a rider and she also agrees with Comm. Keller on re-writing the process of resolutions.

Comm. Keller stated his concerns with three items on the resolution, explained what they were, and that he would vote in favor of the resolution if those items can be removed.

Comm. Hockaday stated that it matters what the person presenting the resolution wants the resolutions wording to say, not what Comm. Keller wants it to say.

Comm. Henderson pointed out this is the same exact resolution that was passed last year.

Andrew Haskin stated this is the same resolution passed in the past. He will schedule an agenda item for discussion on how they want resolutions formatted in the future.

Comm. Hockaday stated that we all need to ask ourselves if we can drive more safely on the road with motorcyclists.

Public Comment: Maryann Sichak commented on the timing of proclamations. They should be passed prior to the month of the event. She stated that the people of the County would not know because they won’t get the information until the minutes come out and that would be after the awareness month is gone. They are not timely.

Comm. Hockaday agreed proclaiming it the month before the event makes sense.


RESULT: Motion 4-1
AYE: Commissioner Henderson, Commissioner Hockaday, Commissioner Jacobson, Commissioner Hendrix
NAY: Commissioner Keller

11:21 a.m. The Board recessed.
1:00 p.m. The Board reconvened with all members present.

8. Commissioners/County Manager Reports

Comm. Hendrix attended the Sutro Tunnel event, the Comstock Historical District meeting, and the Carson Water sub-conservancy meeting.

Comm. Henderson attended the National NACO Public Lands meeting and NACo Board of Directors meeting. NACo adopted a resolution on the Historic Route Preservation. He has been following the Legislature as well. He also attended the CAMPO meeting and they also adopted a resolution for motorcycle safety awareness.

Comm. Keller attended the Silver Springs Advisory Board, the Sutro Tunnel event, Carson Water sub-conservancy meeting and toured the Carson river where they have some failures, which are similar to Lyon County.

Comm. Jacobson thanked County Manager Andrew Haskin and Fernley Mayor for their meeting. He attended the Debt Management Meeting and thanked Comptroller Josh Foli for keeping the County out of debt. He appreciates Lyon Fire and law enforcement for their recognition and escorting the bus out of town of the school kids on their way to State.

Comm. Hockaday was very impressed by the Sutro Tunnel tour.

County Manager Andrew Haskin reported a lot of time is being devoted to the flooding issues expected this weekend. Worst case scenario is now the forecast. It is expected there will be flows of 3000 CFS by Sunday or Monday and 3500 CFS by Wednesday.

Walker River Irrigation District is predicting 4200 CFS sometime in the next few weeks. They will be closing Miller Lane sometime within the next week.

Andrew reminded the Board and staff that open enrollment is due by Friday, May 19th. He shared that letters have been received from the public complimenting on ball fields and the Dayton Cemetery being very well maintained by County staff.

Comm. Keller wanted to add that he also attended the NNDA meeting and Intergovernmental Executive Committee.

Comm. Henderson requested Mr. Haskin to pass on that Lyon County has the best employees in the state.

9. Elected Official's Reports

9.a. For Report Only: Dayton Justice Court

9.b. For Report Only: Canal Township Justice Court

Sheriff Pope reported three deputies were honored with the Hoff Survival Award, which is an award for Deputies who were put in a life-threatening situation.
They have held two town halls that were well attended. They are working on a method to notify people of the meetings so more can attend.

Service calls are increasing. They have nine deputies in training and will be sending five more. This will increase patrol numbers for safer communities.

Comms. thanked Sheriff Pope for his efforts and reports.

Comm. Hockaday questioned a trailer sitting half way between Yerington and Wilson Canyon. Commander Powell stated it is a sheepherder trailer.

10. **Appointed Official's Reports**

Community Development Director Louis Cariola stated that they have hired Gail Loucks as the new building inspector.

Storm water updates: Tuesday, May 23rd, they will have a public meeting at 5:30 for the kick off the Silver Springs area master drainage plan. Mr. Cariola also attended the Walker River Irrigation District meeting for the flood assessment risk data gathering exercise to be better prepared in the future.

Comm. Keller requested a video be made of the workshops. Mr. Cariola stated the meetings are recorded so possibly they can be posted and that the invite email could be forwarded to others.

Comm. Hockaday asked for public comment.

There was no response to the call for public comment.

Comptroller Josh Foli introduced the new HR Director, Amy Hagan. Ms. Hagan stated she has 25 years of H.R. experience and has taught H.R. at the MBA level for the past 20 years.

Josh gave an update on the Fernley Justice Court and next month will come forward with architect agreement. Cost is more than planned and they do have a plan for the extra funding. He will be coming back to the Board with options. June 1st, he will come back to the Board regarding the Dayton Government Complex.

11. **Advisory Board Reports**

Amanda Brinnand from the Stagecoach Advisory Board stated concerns regarding a tentative parcel map approval on Iroquois Trail dividing a 24-acre parcel into four parcels. At the May 4th Stagecoach Advisory Board meeting, it was brought up that the owner of the property told someone he intended to use one well for all four parcels. Ms. Brinnand called the Nevada Division of Water Resources and the Nevada Environmental Protection Agency. She reported being told that because it would be for less than 25 people, it would be a private water company and they would have no water testing requirements. Ms. Brinnand stated the owner did not disclose this to the Advisory Board or Planning Commission, and questioned whether Lyon County has any requirements for water testing, restrictions or permitting for private water companies. She also stated that if the private water company fails, the owners of the properties are at the mercy of the well owner, residents could end up with bacteria in their water or no water at all, and that if the County continues to allow these small water companies, there should be a plan for if they fail.

12. **CONSENT AGENDA**

12.a. For Possible Action: Review and accept claims and financial reports.
Claims totaled $1,384,317.81 and Payroll totaled $1,457,699.57 as of April 15, 2023.
Claims totaled $1,549,641.25 and Payroll totaled $1,097,758.49 as of April 30, 2023.

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

Travel Claims totaled $3,661.24

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

Secured Property corrections totaled $1,398.57 and Unsecured Factual Corrections totaled $343.21

12.d. For Possible Action: Approve the Clerk/Treasurer’s Affidavit to Commissioners that the Clerk/Treasurer’s Office mailed the property tax delinquency notices/tax due notices as required by Nevada law.

12.e. For Possible Action: Approve State Engineer’s budget for the supervision of Lyon County’s Groundwater Basins for the Fiscal Year July 01, 2023 thru June 30, 2024.

12.f. For Possible Action: Accept subgrant award from Partnership Carson City for FY2023, in the amount of $191,000.00, with no county match required, for the Comprehensive Opioid, Stimulant, and Substance Abuse Program (COSSAP).

12.g. For Possible Action: Accept grant award from Healthy Communities Coalition of Lyon and Storey Counties for FY2023, in the amount of $8,750, with no county match required, for the Substance Abuse Mental Health Services Administration (SAMHSA) Nevada Strategic Prevention Framework - Partnership for Success Grant (PFS).

Commissioner Henderson moved to adopt, seconded by Commissioner Jacobson.

RESULT: Motion Passed 5-0
AYE: Commissioner Henderson, Commissioner Hockaday, Commissioner Keller, Commissioner Jacobson, Commissioner Hendrix
NAY:

13. PUBLIC HEARING ON PLANNING ITEMS

13.a. For Possible Action: Propose an ordinance amending Lyon County Code Title 15, the Lyon County Land Use and Development Code; table 15.320-1; table 15.320-2; table 15.320-3; table 15.320-4; identifying which zoning districts allow restricted gaming and non-restricted gaming; when an ADR is required, and, when a CUP is or is not required for the restricted or non-restricted gaming; and other matters properly related thereto.

Community Development Director Louis Cariola stated this is intended to correct an error in Dec. 2020. He explained the difference between restricted and non-restricted gaming and requested a reversal of the Land Use Tables.

Comm. Hockaday asked for public comment.

There was no response to the call for public comment.

Comm. Keller proposed the ordinance as stated.
13.b. For Possible Action: Conditional Use Permit- CONTINUED FROM THE APRIL 6, 2023 MEETING-To approve a Conditional Use Permit request from Blackcomb Property Group, LLC to allow a Self-storage/RV Storage facility in the CC (Community Commercial) zoning district on a three-acre parcel generally located to the southwest of the intersection of Dayton Valley Road and Como Road, east of the Carson River and U.S. Highway 50, at 222 Dayton Valley Road in Dayton (APN 006-091-10) PLZ-2022-213

Senior Planner Bill Roth gave a presentation on the Conditional Use permit request for a storage facility. The proposed project involves the construction and operation of a Self-Storage/RV Storage facility ("Store More Boat & RV Storage") consisting of up to 104 boat or Recreational Vehicle (RV) storage spaces. No storage lockers are proposed. The subject property is located at 222 Dayton Valley Road, east of the Carson River and U.S. Highway 50 in Dayton (APN: 006-091-10). The Applicant’s request to modify Condition of Approval #10, which requires the installation of a full perimeter solid wall in compliance with the Performance Based Standards for Self-storage/RV storage uses located in the Community Commercial zoning district, as provided in Lyon County Code section 15.335.03 WW. The applicant requested to substitute chain link fencing along a portion of the north perimeter, adjacent to storage facility, to ensure there would be no blind spots that might create opportunities for illegal dumping and homeless encampments. The applicant also requested to use chain link along the western perimeter and a portion of the southern perimeter, citing flooding and drainage concerns, but also acknowledging that the chance of flooding for that portion of the site was effectively one event in five hundred years based upon the FEMA FIRM (Flood Insurance Rate Map) and that drainage could be facilitated with openings at the base of any solid walls, if it was indeed necessary.

Planning and Right of Way Manager with CFA, Dave Snelgrove gave a presentation on fencing and landscaping around the property.

Matt Marani with Blackcomb Property Group gave a presentation also. He requested the Board reconsider the concrete wall. They will have trees to shelter the properties. He stated there will be an employee on hand if problems arise but for the most part, it will be automated. It is a state of the art facility with low traffic impact.

Comm. Keller asked if the solar is only for their site, or will they be selling this energy. Eli May from Blackcomb Property Group stated it is only for their property.

Comm. Jacobson questioned the wire wall and if this was the first RV Storage under this new requirement. County Manager Andrew Haskin stated it is the first.

Comm. Hockaday asked for public comment.

Andy Sichak questioned if there were sales and what impact that would have. Dave Snelgrove stated there are no sales involved.

Russ Wright from Dayton used to build storage units for a living and supports the project with the exception of the wall due to safety and security concerns.

Comm. Hendrix questioned if they could solve the issue by putting a gate in between the two brick walls. This would be possible but they would most likely have to have an agreement with the adjacent property owner.

Comm. Henderson asked if there is a process that allows for changes. Senior Planner Louis Cariola, responded they are not aware of a code that would allow this.
County Manager Andrew Haskin stated code specifically states you can’t use CUP process to create a variance, however, the neighboring owner Mr. Cowee sent a message to Mr. Haskin that he was ok with building a fence between the walls.

Comm. Hockaday asked for public comment.

There was no response to the call for public comment.

Commissioner Henderson moved to approve, seconded by Commissioner Keller.

RESULT: Motion Passed 5-0
AYE: Commissioner Henderson, Commissioner Hockaday, Commissioner Keller, Commissioner Jacobson, Commissioner Hendrix
NAY:

14. REGULAR AGENDA

14.a. For Possible Action: Appoint up to two members to the Debt Management Commission, with one member for the position of member at large with a term expiring December 31, 2025, and one member from the GIDs in the County: Applicants are Ethelda Marjorie Gartenberg for the GID member and any other applicants received prior to the meeting.

Comm. Hockaday asked for public comment.

There was no response to the call for public comment.

Commissioner Jacobson moved to appoint Marjorie Gartenberg to the Debt Management Committee, seconded by Commissioner Henderson.

RESULT: Motion Passed 5-0
AYE: Commissioner Henderson, Commissioner Hockaday, Commissioner Keller, Commissioner Jacobson, Commissioner Hendrix
NAY:

14.b. For Possible Action: Appoint up to two trustees to the South Lyon County Hospital District Board, with a term expiring December 31, 2024. Applicants are Joanne Lawson and Susan Cottingham and any other applicants received prior to the meeting.

Comm. Hockaday asked for public comment.

There was no response to the call for public comment.

Commissioner Henderson moved to appoint Joanne Lawson and Susan Cottingham as trustees to the South Lyon County Hospital District Board, with a term expiring December 31, 2024, seconded by Commissioner Jacobson.

RESULT: Motion Passed 5-0
AYE: Commissioner Henderson, Commissioner Hockaday, Commissioner Keller, Commissioner Jacobson, Commissioner Hendrix
NAY:
14.c. For Possible Action: Appoint one member to the Fair and Rodeo Board, with a term expiring December 31, 2026.

Commissioner Jacobson moved to appoint Kristie Baumbach to the Fair and Rodeo Board with term expiring December 31, 2026., seconded by Commissioner Henderson.

RESULT: Motion Passed 5-0
AYE: Commissioner Henderson, Commissioner Hockaday, Commissioner Keller, Commissioner Jacobson, Commissioner Hendrix
NAY:

Comm. Hockaday asked for public comment.

There was no response to the call for public comment.

14.d. For Possible Action: Acknowledge resignation from Elaine St. John from the Dayton Regional Advisory Board.

Commissioner Henderson moved to acknowledge resignation from Elaine St. John, seconded by Commissioner Keller.

RESULT: Motion Passed 5-0
AYE: Commissioner Henderson, Commissioner Hockaday, Commissioner Keller, Commissioner Jacobson, Commissioner Hendrix
NAY:

Comm. Hockaday asked for public comment.

There was no response to the call for public comment.

14.e. For Possible Action: Appoint up to two members to the Dayton Regional Advisory Board, with terms expiring December 31, 2023, and December 31, 2024.

Comm. Jacobson questioned the statement that the applicant wanted to provide a different viewpoint than the community has. Morgen Brown stated she did not intend that to mean different from the community; she meant a new view.

Comm. Hockaday asked for public comment.

There was no response to the call for public comment.

Commissioner Henderson made a motion to approve appointing Morgen Brown to the Dayton Regional Advisory Board, the motion was seconded by Commissioner Jacobson.

RESULT: Motion Passed 5-0
AYE: Commissioner Henderson, Commissioner Hockaday, Commissioner Keller, Commissioner Jacobson, Commissioner Hendrix
NAY:

14.f. For Possible Action: Approve Clerk Treasurer to purchase 5 rolling ballot bins in an amount not to exceed $2,200.00, to be funded from a budget transfer from General Fund contingency.
Josh Foli explained the State has excess funds for this but they require the County to make the purchase and then the State will reimburse the County if there are funds left.

Comm. Hockaday asked for public comment.

There was no response to the call for public comment.

Commissioner Keller moved to approve, seconded by Commissioner Jacobson.

RESULT: Motion Passed 5-0
AYE: Commissioner Henderson, Commissioner Hockaday, Commissioner Keller, Commissioner Jacobson, Commissioner Hendrix
NAY:

14.g. For Possible Action: Approve the Festival Permit for Night in the Country LLC, subject to the conditions listed in the Permit Document.

County Manager Andrew Haskin stated there are a number of conditions for the festival permit and these are standard for these types of applications.

Travis Crowder, Chief Executive Officer for the Boys and Girls Club of Lyon County, thanked County staff for all their help and support.

Comm. Hockaday asked for public comment.

There was no response to the call for public comment.

Commissioner Jacobson moved to approve, seconded by Commissioner Henderson.

RESULT: Motion Passed 5-0
AYE: Commissioner Henderson, Commissioner Hockaday, Commissioner Keller, Commissioner Jacobson, Commissioner Hendrix
NAY:

14.h. For Possible Action: Review and discuss the appointment process for Planning Commissioners and provide direction to the County Manager on the creation of a policy. (Requested by Comm. Hockaday)

Commissioners and County Manager Andrew Haskin discussed options on the appointment process such as the applicant giving a presentation and should there be a time limit on the presentation. They also discussed how to choose what order the applicants would give their presentations, and whether the same questions should be asked of all applicants, and if the applicants should just answer questions on their own on the application.

Public Comment: Betty Retzer questioned how far they could take this due to NRS and that the applicant should be at the meeting. She cautioned the Board to be very careful.

Commissioner Henderson moved to direct the County Manager to continue to review the appointment process for the planning commission and come back at a later date, seconded by Commissioner Hockaday.

RESULT: Motion Passed 5-0
AYE: Commissioner Henderson, Commissioner Hockaday, Commissioner Keller, Commissioner Jacobson, Commissioner Hendrix

NAY:

14.i. For Possible Action: Approve a contract for one year with Universal Protection Service, LP d/b/a Allied Universal Security Services for courthouse security for an estimated amount of $63,232.

Comptroller Josh Foli gave an update on the construction of the Justice Complex to start in July and the security needed.

Comm. Hockaday asked for public comment.

There was no response to the call for public comment.

Commissioner Jacobson moved to approve, seconded by Commissioner Keller.

RESULT: Motion Passed 5-0
AYE: Commissioner Henderson, Commissioner Hockaday, Commissioner Keller, Commissioner Jacobson, Commissioner Hendrix
NAY:

RECESS TO CONVENE AS CENTRAL LYON COUNTY VECTOR CONTROL DISTRICT BOARD

15. Public Participation

Comm. Hockaday asked for public comment.

There was no response to the call for public comment.

16. Central Lyon Vector Regular Agenda

16.a. Time Certain at 9:00 AM - Public Hearing on the tentative budget for fiscal year 2023-2024.

Comptroller Josh Foli stated he received a letter from the Nevada Department of Taxation stating the Tentative Budget to be in compliance with the Nevada Revised Statutes.

Comm. Hockaday asked for any comments from the public and there were none. The public hearing was closed.

16.b. For Possible Action: Approve the final budget for fiscal year 2023-2024.

Comptroller Josh Foli stated there are no changes to the tentative budget.

Comm. Hockaday asked for public comment.

There was no response to the call for public comment.

Commissioner Henderson moved to approve, seconded by Commissioner Hendrix.

RESULT: Motion Passed 5-0
AYE: Commissioner Henderson, Commissioner Hockaday, Commissioner Keller, Commissioner Jacobson, Commissioner Hendrix
NAY:

17. Public Participation

Comm. Hockaday asked for public comment.

There was no response to the call for public comment.

**ADJOURN TO CONVENE AS MASON VALLEY MOSQUITO ABATEMENT DISTRICT BOARD**

18. Public Participation

Comm. Hockaday asked for public comment.

There was no response to the call for public comment.

19. Mason Valley Mosquito Abatement Regular Agenda

19.a. Time Certain at 9:00 AM - Public Hearing on the tentative budget for fiscal year 2023-2024

Comptroller Josh Foli stated he received a letter from the Nevada Department of Taxation stating the Tentative Budget to be in compliance with the Nevada Revised Statutes.

Comm. Hockaday asked for any comments from the public and there were none. The public hearing was closed.

19.b. For Possible Action: Approve the final budget for fiscal year 2023-2024.

Comptroller Josh Foli stated there are no changes to the tentative budget.

Commissioner Jacobson moved to approve, seconded by Commissioner Henderson.

**RESULT: Motion Passed 5-0**

**AYE:** Commissioner Henderson, Commissioner Hockaday, Commissioner Keller, Commissioner Jacobson, Commissioner Hendrix

**NAY:**

20. Public Participation

Comm. Hockaday asked for public comment.

There was no response to the call for public comment.

**ADJOURN TO CONVENE AS WALKER RIVER WEED CONTROL DISTRICT BOARD**

21. Public Participation

Comm. Hockaday asked for public comment.

There was no response to the call for public comment.

22. Walker River Weed Control Regular Agenda
22.a. Time Certain at 9:00 AM - Public Hearing on the tentative budget for fiscal year 2023-2024.

Comptroller Josh Foli stated he received a letter from the Nevada Department of Taxation stating the Tentative Budget to be in compliance with the Nevada Revised Statutes.

Comm. Hockaday asked for any comments from the public and there were none. The public hearing was closed.

22.b. For Possible Action: Approve the final budget for fiscal year 2023-2024.

Comptroller Josh Foli stated there are no changes to the tentative budget.

Commissioner Henderson moved to approve, seconded by Commissioner Hockaday.

RESULT: Motion Passed 5-0
AYE: Commissioner Henderson, Commissioner Hockaday, Commissioner Keller, Commissioner Jacobson, Commissioner Hendrix
NAY:

23. Public Participation

Comptroller Josh Foli stated there are no changes to the tentative budget.

Comm. Hockaday asked for public comment.

There was no response to the call for public comment.

ADJOURN TO CONVENE AS WILLOWCREEK GENERAL IMPROVEMENT DISTRICT BOARD

24. Public Participation

Comm. Hockaday asked for public comment.

There was no response to the call for public comment.

25. Willowcreek GID Regular Agenda

25.a. Time Certain at 9:00 AM - Public Hearing on the tentative budget for fiscal year 2023-2024.

Comptroller Josh Foli stated he received a letter from the Nevada Department of taxation stating the Tentative Budget to be in compliance with the Nevada Revised Statutes.

Comm. Hockaday asked for any comments from the public and there were none. The public hearing was closed.

25.b. For Possible Action: Approve the final budget for fiscal year 2023-2024.

Comptroller Josh Foli stated there are no changes to the tentative budget.

Commissioner Henderson moved to approve, seconded by Commissioner Hendrix.
RESULT: Motion Passed 5-0
AYE: Commissioner Henderson, Commissioner Hockaday, Commissioner Keller, Commissioner Jacobson, Commissioner Hendrix
NAY:

25.c. For Possible Action: Approve the Debt Management Policy for fiscal year 2024.

Comptroller Josh Foli stated he received a letter from the Nevada Department of Taxation stating the Tentative Budget to be in compliance with the Nevada Revised Statutes.
Comptroller Josh Foli stated there are no changes to the tentative budget.

Comm. Hockaday asked for any comments from the public and there were none. The public hearing was closed.

Commissioner Henderson moved to approve, seconded by Commissioner Hendrix.

RESULT: Motion Passed 5-0
AYE: Commissioner Henderson, Commissioner Hockaday, Commissioner Keller, Commissioner Jacobson, Commissioner Hendrix
NAY:

26. Public Participation

Comm. Hockaday asked for public comment.

There was no response to the call for public comment.

ADJOURN TO CONVENE AS SILVER SPRINGS GENERAL IMPROVEMENT DISTRICT BOARD

27. Public Participation

Comm. Hockaday asked for public comment.

There was no response to the call for public comment.

28. Silver Springs GID Regular Agenda

28.a. Time Certain at 9:00 AM - Public Hearing on the tentative budget for fiscal year 2023-2024.

Comptroller Josh Foli stated he received a letter from the Nevada Department of Taxation stating the Tentative Budget to comply with the Nevada Revised Statutes.

Comm. Hockaday asked for any comments from the public and there were none. The public hearing was closed.

28.b. For Possible Action: Approve the final budget for fiscal year 2023-2024.

Comptroller Josh Foli stated there are no changes to the tentative budget.

Commissioner Hendrix moved to approve, seconded by Commissioner Henderson.

RESULT: Motion Passed 5-0
AYE: Commissioner Henderson, Commissioner Hockaday, Commissioner Keller, Commissioner Jacobson, Commissioner Hendrix
NAY:

29. Public Participation

Comm. Hockaday asked for public comment.

There was no response to the call for public comment.

ADJOURN TO RECONVENE AS THE LYON COUNTY BOARD OF COMMISSIONERS

30. Future Agenda Requests

Comm. Jacobson requested a presentation by Tina Peterson with LP Insurance services for brokerage services looking at current and alternative options for property and casualty along with workers compensation insurance and extend the same invitation to our current provider A&H.

Comm. Keller requested a procedure to do resolutions.

Comm. Hendrix requested a workshop to discuss revisions to permitted and conditioned uses allowed in the zoning districts allowed under the master plan mixed use land use designation along our transportation corridors under the new master plan and to look at the rezoning process for commercial and industrial property. She also wants to discuss how to protect Lyon County from the solar farms coming to BLM land.

Comm. Henderson requested for the second meeting in June to have an item about submitting comments to BLM regarding the proposed conservation and landscape bill. County Manager Andrew Haskin stated they are currently working with the consultant on this issue.

31. Commissioner Comments

There were no comments.

32. Public Participation

Denise Martin and Susan Martin request road maintenance to Break-A-Heart Road because it is a public safety hazard. They stated they recently had to call 911, the call went out at 18:16, help did not arrive until 18:34 and one of the paramedics stated the road is treacherous. It is hard to get medical equipment delivered due to the road conditions also. They are not asking for the road to be paved, but to just be maintained.

Comm. Keller stated that they cannot discuss this comment but it could be added as an agenda item and discussed at a future date. County Manager Andrew Haskin offered to talk to Susan Martin after the meeting.

33. Closed Session Pursuant to NRS 241.015(3)(b)(2)

There was no closed session.

34. Adjourn

Meeting adjourned at 2:43p.m.
LYON COUNTY BOARD OF COMMISSIONERS

DAVE HOCKADAY, Chairman

ATTEST

STACI LINDBERG, Lyon County Clerk/Treasurer
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: June 15, 2023
Agenda Item Number: 12.e
Subject: For Possible Action: Approve the minutes from the Board of County Commissioners Emergency meeting held on May 18, 2023.

Recommendation:
Approve the minutes from the Board of County Commissioners Emergency meeting held on May 18, 2023.

Summary:

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:
May 18, 2023 Emergency Meeting Minutes
The Honorable Board of Lyon County Commissioners met this day, Thursday, May 18, 2023 at 11:30 AM in the LYON COUNTY ADMINISTRATIVE COMPLEX, 27 S. MAIN STREET, YERINGTON, NV 89447.

1. Roll Call

Present: Commissioner Wes Henderson, Commissioner David Hockaday, Commissioner Robert Jacobson, Commissioner Scott Keller, Commissioner Tammy Hendrix

Staff Present: County Manager Andrew Haskin
Via Zoom:

2. Pledge of Allegiance

3. Public Participation

Comm. Hockaday asked for public comment.

There was no response to the call for public comment.

4. For Possible Action: Review and Adoption of Agenda

Commissioner Henderson moved to adopt, seconded by Commissioner Hendrix.

RESULT: Motion Passed 5-0
AYE: Commissioner Henderson, Commissioner Hockaday, Commissioner Jacobson, Commissioner Keller, Commissioner Hendrix
NAY:

5. REGULAR AGENDA

Comm. Henderson moved to approve, seconded by Comm. Hendrix.

RESULT: Motion 5-0
AYE: Commissioner Henderson, Commissioner Hockaday, Commissioner Jacobson, Commissioner Keller, Commissioner Hendrix
NAY:

5.a. For Possible Action: Approve a resolution declaring an emergency for Lyon County due to flooding.

County Manager Andrew Haskin asked for the Board to declare an emergency due to spring run-off. Significantly higher flows are expected on the Carson and Walker Rivers with the warm temperatures that are expected. He also gave a presentation on the flow rates of the rivers and stated they do have plans in place.

Comm. Hockaday asked for public comment.

There was no response to the call for public comment.

Commissioner Keller moved to approve a resolution declaring an emergency for Lyon County due to flooding events, seconded by Commissioner Henderson.
RESULT: Motion Passed 5-0
AYE: Commissioner Henderson, Commissioner Hockaday, Commissioner Jacobson, Commissioner Keller, Commissioner Hendrix
NAY:

6. Commissioner Comments

There were no comments.

7. Public Participation

Comm. Hockaday asked for public comment.

There was no response to the call for public comment.

8. Adjourn

Meeting adjourned at 11:56 a.m.

LYON COUNTY BOARD OF COMMISSIONERS

________________________
DAVE HOCKADAY, Chairman

ATTEST

________________________
STACI LINDBERG, Lyon County Clerk/Treasurer
Meeting Date: June 15, 2023
Agenda Item Number: 12.f
Subject: For Possible Action: Approve the minutes from the Board of County Commissioners Emergency meeting held on May 20, 2023.

Recommendation:
Approve the minutes from the Board of County Commissioners Emergency meeting held on May 20, 2023.

Summary:

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:
May 20, 2023 Emergency Meeting Minutes
The Honorable Board of Lyon County Commissioners met this day, Saturday, May 20, 2023 at 3:36 p.m. in the LYON COUNTY ADMINISTRATIVE COMPLEX, 27 S. MAIN STREET, YERINGON, NV 89447.

1. Roll Call

Present:

Via Zoom: Vice Chair Wes Henderson, Comm. Scott Keller and Comm. Tammy Hendrix.

Via Phone: Chairman David Hockaday

Absent: None

Staff Present: County Manager Andrew Haskin and District Attorney Steve Rye.

2. Pledge of Allegiance

3. Public Participation

Comm. Henderson asked for public comment.

There was no response to the call for public comment.

4. For Possible Action: Review and adoption of agenda

Comm. Keller moved to adopt the agenda as written.

Comm. Hendrix seconded.

Comm. Henderson asked for public comment.

There was no response to the call for public comment.

Motion passed 5-0.

5. REGULAR AGENDA

5.a. For Possible Action: Direct the County Manger to take emergency protection measures to reinforce the banks of the Walker River on private property to protect the life, health and safety of residents pursuant to Emergency Power under NRS Chapter 414 and Lyon County Code Title 3, Chapter 3 and the Lyon County Emergency Operations Plan and the declaration of emergency declared for flooding on May 18, 2023.

County Manager Andrew Haskin stated this is in response to the situation on the Walker River with the higher flows. There is a section of the river between Bridge Street and Goldfield Avenue that have low spots in the banks and are about 1ft. away from over topping. The river is currently flowing at 2400 cfs. Yesterday the river forecast center downgraded peak flow to 3900 cfs which is 1500 cfs more than where we are currently at. It is anticipated to peak late next week or the following week. The County would like
to take some emergency actions to shore up the banks on private property. The County has spoken to the property owners who are hesitant due to liability issues and don’t want to take it on themselves. The County has legal authority under emergency powers, the emergency declaration and NRS to go in and do this because it is a life safety issue. If the banks were to breach it would flood Yerington significantly. Steps need to be taken to prevent this. NRS 414.10 is an immunity clause. Mr. Haskin has talked to David Peri at Peri and Son’s and they have agreed to provide labor and materials. They would likely start work tomorrow, Sunday May 21, 2023.

Steve Rye stated County Manager Andrew Haskin and Emergency Operations Manager Taylor Allison have met with the Irrigation District and residents and others to evaluate alternatives to mitigate the threat to Yerington. Beside the property owners there is the hospital, assisted living facility, County operations, irrigation, sewer treatment plant, wells and water system that could all be threatened. The best mitigation measures are to try to mitigate flooding in the City of Yerington to maintain critical resources and infrastructure and protect the largest number of lives and property by taking these measures. With the levels where they are, the work needs to be done now because if it does breach it’s very difficult to do that work. It wasn’t possible to wait until next week to schedule this meeting. Everyone is working at a fast pace to get it done before there are any problems. This is all done under emergency powers of the County and fits within the Declaration the Board made on May 18, 2023.

Bert Brian, General Manager for WRID reported that based on current forecasts they will start seeing peaks in the upper valley such as Bridgeport and Antelope Valley on Sunday. There is usually a two way lead time for water to get to Yerington. Flows are near 2400cfs. They do see areas close to breach. WRID staff are working with Peri and Son’s and the County to get started Sunday and wrap up in a day or two before excess flows get to the Snyder Lane area. Potentially, Bridge Street and Goldfield Avenue act as a dyke and would impact the community to the West and as the water continues north to the low spots around the City Water Treatment Facility and airport. If they can mitigate and keep water in the channel we should be in a much better position than we are now.

District Attorney Steve Rye stated that this could affect property owners downstream but WRID and County Manager Andrew Haskin have weighed these issues and they would not be significant.

County Manager Andrew Haskin stated a large concern is the waste water treatment plant and protecting it. Even houses not affected by flood water would be affected if the waste water treatment plant was affected. Flows are expected to last for five to seven weeks. There could potentially be a situation where people don’t have water or sewer for a few months and this would affect County employees and jail operations. The County might have to look at relocating if that were to happen. Life, health and safety is the most important concern but making sure critical infrastructure is protected is also very important.

Comm. Henderson asked for public comment.

There was no response to the call for public comment.

Comm. Keller moved to adopt the agenda as written.

Comm. Hendrix seconded.

Motion passed 5-0.

6. Public Participation
Comm. Henderson asked for public comment.

There was no response to the call for public comment.

7. Closed Session

There was no closed session

28. Adjourn

Comm. Hockaday adjourned the meeting at 3:52p.m.

LYON COUNTY BOARD OF COMMISSIONERS

________________________
DAVE HOCKADAY, Chairman

ATTEST

________________________
STACI LINDBERG, Lyon County Clerk/Treasurer
The Honorable Board of Lyon County Commissioners met this day, Saturday, May 20, 2023 at 3:36 p.m. in the LYON COUNTY ADMINISTRATIVE COMPLEX, 27 S. MAIN STREET, YERINGTON, NV 89447.

1. Roll Call

Present:

Via Zoom: Vice Chair Wes Henderson, Comm. Scott Keller and Comm. Tammy Hendrix.

Via Phone: Chairman David Hockaday

Absent: Comm. Jacobson

Staff Present: County Manager Andrew Haskin and District Attorney Steve Rye.

2. Pledge of Allegiance

3. Public Participation

Comm. Henderson asked for public comment.

There was no response to the call for public comment.

4. For Possible Action: Review and adoption of agenda

Comm. Keller moved to adopt the agenda as written.

Comm. Hendrix seconded.

Comm. Henderson asked for public comment.

There was no response to the call for public comment.

Motion passed 4-0.

5. REGULAR AGENDA

5.a. For Possible Action: Direct the County Manager to take emergency protection measures to reinforce the banks of the Walker River on private property to protect the life, health and safety of residents pursuant to Emergency Power under NRS Chapter 414 and Lyon County Code Title 3. Chapter 3 and the Lyon County Emergency Operations Plan and the declaration of emergency declared for flooding on May 18, 2023.

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to take some emergency actions to shore up the banks on private property. The County has spoken to the property owners who are hesitant due to liability issues and don’t want to take it on themselves. The County has legal authority under emergency powers, the emergency declaration and NRS to go in and do this because it is a life safety issue. If the banks were to breach it would flood Yerington significantly. Steps need to be taken to prevent this. NRS 414.10 is an immunity clause. Mr. Haskin has talked to David Peri at Peri and Son’s and they have agreed to provide labor and materials. They would likely start work tomorrow, Sunday May 21, 2023.

Steve Rye stated County Manager Andrew Haskin and Emergency Operations Manager Taylor Allison have met with the Irrigation District and residents and others to evaluate alternatives to mitigate the threat to Yerington. Beside the property owners there is the hospital, assisted living facility, County operations, irrigation, sewer treatment plant, wells and water system that could all be threatened. The best mitigation measures are to try to mitigate flooding in the City of Yerington to maintain critical resources and infrastructure and protect the largest number of lives and property by taking these measures. With the levels where they are, the work needs to be done now because if it does breach it’s very difficult to do that work. It wasn’t possible to wait until next week to schedule this meeting. Everyone is working at a fast pace to get it done before there are any problems. This is all done under emergency powers of the County and fits within the Declaration the Board made on May 18, 2023.

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Comm. Henderson asked for public comment.

There was no response to the call for public comment.

Comm. Keller moved to adopt the agenda as written.

Comm. Hendrix seconded.

Motion passed 4-0.

6. Public Participation
Comm. Henderson asked for public comment.

There was no response to the call for public comment.

7. Closed Session

There was no closed session

8. Adjourn

Comm. Henderson adjourned the meeting at 3:52p.m.

LYON COUNTY BOARD OF COMMISSIONERS

____________________________________________
DAVE HOCKADAY, Chairman

ATTEST

_________________________________________
STACI LINDBERG, Lyon County Clerk/Treasurer
Meeting Date: June 15, 2023
Agenda Item Number: 12.g
Subject: For Possible Action: Approve the minutes from the Board of County Commissioners meeting held on June 1, 2023.

Recommendation:
Approve the minutes from the Board of County Commissioners meeting held on June 1, 2023.

Summary:

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:
The Honorable Board of Lyon County Commissioners met this day, Thursday, June 01, 2023 at 9:00 AM in the LYON COUNTY ADMINISTRATIVE COMPLEX, 27 S. MAIN STREET, YERINGON, NV 89447.

1. **Roll Call**

   Present: Commissioner Wes Henderson, Commissioner David Hockaday, Commissioner Scott Keller, Commissioner Robert Jacobson, Commissioner Tammy Hendrix

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

   Via Zoom: None

2. **Invocation Given By Irene Albritton of First Christian Church**

3. **Pledge of Allegiance**

4. **Public Participation**

   There was no response to the call for public comment.

5. **For Possible Action: Review and Adoption of Agenda**

   Commissioner Henderson moved to adopt, seconded by Commissioner Hendrix.

   **RESULT: Motion Passed 5-0**

   AYE: Commissioner Henderson, Commissioner Hockaday, Commissioner Keller, Commissioner Jacobson, Commissioner Hendrix

   NAY:

6. **Time Certain**

6.a. **Time Certain at 9:00 A.M: Public Hearing- Bill No. 23-02: For Possible Action: Approve an ordinance amending Lyon County Code Title 15, the Lyon County Land Use and Development Code; table 15.320-1; table 15.320-2; table 15.320-3; table 15.320-4; identifying which zoning districts allow restricted gaming and non-restricted gaming; when an ADR is required, and, when a CUP is or is not required for the restricted or non-restricted gaming; and other matters properly related thereto.**

   Community Development Director Louis Cariola gave a brief presentation on the ordinance change, which was presented during the last BOCC meeting.

   Commissioner Keller moved to approve, seconded by Commissioner Henderson.

   **RESULT: Motion Passed 5-0**

   AYE: Commissioner Henderson, Commissioner Hockaday, Commissioner Keller, Commissioner Jacobson, Commissioner Hendrix

   NAY:
6.b. Time Certain for 9:15am - For Possible Action: Presentation on the National Center for Public Lands Counties from Jonathan Shuffield, Legislative Director for Public Lands at the National Association of Counties; and to approve or deny a request for one time funding for the National Center for Public Lands Counties in the amount of $41,205.49 to be transferred from contingency.

Legislative Director for Public Lands at NACO, Jonathan Shuffield, gave a presentation on the objectives, fundraising goals, and governance of NACO. Their fund raising goal is $15,000,000.00 over the next two years. The funds would be put in a trust and the interest from the trust would be used for finances.

Comm. Henderson verified that this is to document and prove information and that this will be a one-time contribution.

Comm. Hendrix stated her concern with spending out of the contingency fund with flooding right now and requested to wait for a later date.

Comm. Jacobson and Comm. Keller also stated their concern with spending money at the moment with the flooding.

All Comms. support NACO, but agree it is bad timing

Comm. Henderson noted that money has been received from the LATCF and what NACO is asking for is 1% of this. The County has received a lot of money they would not have gotten if it were not for NACO.

County Manager Andrew Haskin recommended the money to come out of the contingency fund because LATCF money can’t be used for lobbying purposes.

Comm. Henderson questioned if they could give half of the money now and half next year. Mr. Shuffield stated that could be done.

Comm. Hendrix asked if this item could be tabled until August.

There was no response to the call for public comment.

Comm. Hendrix made a motion to table the item until the first meeting in August.

Comm. Keller stated that he did not believe this item needed a motion to be tabled because following the Open Meeting Law, if they do not take action it could be brought up as a future agenda item.

County Manager Andrew Haskin stated they would need a second on the motion to table the item or Comm. Hendrix would need to pull the motion. Comm. Hendrix pulled the motion.

Comm. Henderson stated that this is a one-time deal to fund and provide all Western Counties with data and research to better interact with federal agencies and made a motion to approve a request for a one time funding for the National Center for Public Lands Counties in the amount of $20,602.75 made from a transfer from contingency.

Motion was not seconded. Comm. Keller stated that he would not second the motion because if it did fail it would not be able to be brought up later.

Comm. Henderson withdrew his motion.
RESULT: Motion 0-0
AYE:
NAY:

6.c. Time Certain at 9:30AM: For report and update only from the Bureau of Land Management (BLM) and current activities.

The Field Manager from BLM gave a brief presentation on the Yerington Anaconda mine site, Vero fiber optic line, Minister Road project, El Dorado Dam, Off Highway Vehicle (OHV) race special recreation permits and the renewable energy projects.

Comm. Jacobson questioned if the camping closure was due to the homeless camps. The representative stated it was due to people living in RVs. BLM land has a 14-day camping period. Comm. Jacobson asked if when people are told to leave do they have to clean up or does BLM have to clean up the mess. The representative stated they work with law enforcement and Human Services to not only get the people moved but to get them help also.

Comm. Jacobson also asked if there was anything the BOCC could do to help with the cleanup.

Comm. Henderson talked about the difficulty obtaining statewide RMP, mentioned that the fencing has helped with horse and vehicle collisions and also asked about the current population of wild horses.

Comm. Hockaday asked about the Wilson Canyon Deferred Maintenance and stated BLM needs to work with NDF to make sure campers are not dumping sewer into the river etc. They are at phase 2 of addition of boulder and re-vegetation to deter campers.

Comm. Hockaday also questioned Atlantic Richfield’s reason for purchasing public land. The representative stated it would allow them to implement their clean up faster with less restrictions. The representative stated he probably worded that wrong and will get back to the Board with details.

There was no response to the call for public comment.

6.d. Time Certain at 9:45 AM – For Possible Action: Approve designating an insurance agent for Lyon County for property, casualty, liability and workers’ compensation coverage. (Requested by Comm. Jacobson)

Tina Petersen, Sales Executive from LP Insurance gave a presentation on reasons to change from POOL/PACT to LP Insurance.

Brad Pearce and Kayla Woods from A & H Insurance, current insurer of Lyon County, gave a brief history of their business and their history with Lyon County. Kayla Woods gave a presentation on the local business and how much they value Lyon County. Kayla also questioned if the County has applied for any of the risk management grants available for flooding. Kayla also pointed out that A & H Insurance is right across the street.

There was no response to the call for public comment.

Comm. Jacobson asked Comptroller Josh Foli about rates. Josh stated he would be negotiating rates with whichever company the board chooses.
Comm. Henderson asked if Comptroller Josh Foli was happy with the current company. Josh stated he is but he has no issues working with either company.

Commissioner Henderson moved to approve A & H insurance as the company used for Lyon County’s property, casualty, liability, and workers comp coverage, seconded by Commissioner Hockaday.

**RESULT: Motion Passed 4-1**

**AYE:** Commissioner Henderson, Commissioner Hockaday, Commissioner Keller, Commissioner Hendrix

**NAY:** Commissioner Jacobson

6.e. Time Certain at 11:00 AM – For Possible Action: Determine the preferred site location of the future Dayton Government Complex and possibly direct the County Manager to negotiate a lease/purchase agreement for a developer-built building to bring back to the Board of Commissioners for consideration.

Commissioner Henderson moved to approve, seconded by Commissioner Hendrix.

**RESULT: Motion Passed 5-0**

**AYE:** Commissioner Henderson, Commissioner Hockaday, Commissioner Keller, Commissioner Jacobson, Commissioner Hendrix

**NAY:**

7. **Presentation of Awards and/or Recognition of Accomplishments**

There was none.

8. **Commissioners/County Manager Reports**

Comm. Hendrix attended the Lyon County School Board meeting, the NACO Public Lands meeting, the Sutro Tunnel event, Memorial Day at the Dayton cemetery, visited Mason Valley a few times to check on the flooding, attended the Silver Springs drainage master plan panel and public meeting and the Silver Springs 8th grade graduation.

Comm. Henderson attended the NACO Public Lands steering committee meetings, the Dayton Valley Conservation District meeting and will be meeting with Mr. Holly who is the Director to get a tour and learn more about what projects they have. He was also honored to be a speaker at the Memorial Day ceremony at the Dayton cemetery.

Comm. Jacobson attended the Econ Summit for Lyon County Schools and thanked County Manager Andrew Haskin and staff for working hard all weekend on flood control. Comm. Jacobson also congratulated all Lyon County graduating Seniors.

Comm. Keller attended the Silver Springs drainage master plan stakeholders meetings, the NACO meetings, the Fernley Memorial Day celebration, the Silver Stage 8th grade graduation and toured flooding areas with the County Manager.

Comm. Hockaday attended the Smith Valley Memorial Day ceremony, toured flood areas and responded to calls in his district regarding flooding and other issues.
County Manager Andrew Haskin gave an update on the flooding issues and preparations. He also expressed his gratitude to all the County workers, Peri and Sons and volunteers. They have built up the berms, removed debris and installed drainage pipes along the river. Andrew met Wednesday with WRID and the River Forecast Center. Temperatures have been cooler than expected and this has helped slow down the natural flows upstream. The safety siphons in Bridgeport are no longer expected to kick on. This could change based on the weather.

Flows were predicted to peak at 4200cfs now 3800cfs to 3900cfs is expected. Andrew met with the Army Corp of Engineers who made a report of recommendations, which include building the berms a little higher.

There was no response to the call for public comment.

9. **Elected Officials Reports**

Sheriff Brad Pope gave a report on Lyon County schools. Next week is the beginning of a four-day class session on how teens abuse medications and opioids, which is open to the public. The Junior Deputy program is expanding. The Sheriff’s office is still filling sandbags for the residents of the community. The next saturation patrol will be coming up in Silver Springs and Sheriff Pope will have a full report at the next meeting.

Comms. thanked Sheriff Pope and staff for filling sandbags, having extra officers on school campus’ and keeping them updated on CCW data.


9.b. For Report Only: Dayton Justice Court Statistics

10. **Appointed Officials Reports**

Doug Homestead reported that the district court job would be starting in July and they are planning it will be done before a year is up. The ARPA funded paving at the fairgrounds has started and they are looking for extra funding to make it ADA compliant from the entry to the grandstands. Doug and his crew have been very busy filling sandbags with the inmates. He thanked Dustin Homan and his crew and Peri and Sons and appreciates the job they are doing protecting the city.

Comm. Hockaday stated the tree removals at the Smith Valley cemetery made a huge difference, and it looks great. Comm. Hockaday asked for direction on someone spraying weeds. Doug stated he is in contact with soil conservation and they will be taking care of this issue.

Comptroller Josh Foli also wanted to give his appreciation to everyone helping with flooding issues. He attended Kindergarten graduation where his wife was a presenter. A lot of kids want to be firefighters, police officers, and government workers.

Josh has also been working with the Lyon County School District and they want to leave a fuel tank behind after some construction. He questioned if the County wants to purchase it and stated this will come back before the board at a later date.

Josh also reported the fiber optic project between the Administrative Complex and the Justice Complex is complete. There is now a 40gb connection which is 4 times faster.

Comm. Jacobson sat in on interviews with the City of Fernley for the Public Works Director and agreed County staff is doing an amazing job.
Shayla Holmes, Director of Human Services reported that staff has been reaching out to community members in flood areas to see if they needed any assistance and to let them know what assistance and resources are available.

There was no response to the request for public comment.

Louis Cariola reported on the drainage master plan and future meetings. He gave an update on code enforcement and will be having a meeting with the code enforcement team regarding complaints about people living in RV’s and criminal trespassing. Louis stated they are hoping to have a plans examiner in house in June, and are having an interview for the planner position, and hope to be fully staffed by the end of the month.

Comm. Hendrix questioned if she or other Comms. can attend the meeting with the code enforcement team. Louis will send invites to the Board members to join the meeting.

11. **Advisory Board Reports**

There were none.

12. **CONSENT AGENDA**

Comm. Hendrix asked to pull 12.d. the May 18th Minutes.

Commissioner Jacobson moved to approve the Consent Agenda items 12.a. -12.i. pulling item 12.d. seconded by Commissioner Henderson.

RESULT: **Motion Passed 5-0**

AYE: Commissioner Henderson, Commissioner Hockaday, Commissioner Keller, Commissioner Jacobson, Commissioner Hendrix

NAY:

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

The cash balance as of May 15, 2023 was $115,716,369.61. County claims totaled $1,570,889.91 and payroll totaled $1,423,169.73.

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

Travel claims for May 15, 2023 totaled $8,359.84.

12.c. 12.a. For Possible Action: Approve the minutes from the Board of County Commissioners meeting held on April 20, 2023.

12.d. For Possible Action: Approve the minutes from the Board of County Commissioners meeting held on May 18, 2023.

12.e. For Possible Action: Approve the Lyon County Debt Management Policy and Five-Year Capital Improvement Plan for fiscal year 2024.

12.f. For Possible Action: Review and approve the Smith Valley Friends of the Library proposal to sponsor a student worker for the Summer of 2023 at the Smith Branch.
12.g. For Possible Action: Accept a donation from the friends and family of Mr. Richard “Dick” Bein for a memorial park bench and to include all associated costs for the installation at the Dressler Park in Smith Valley.

12.h. For Possible Action: Accept an amendment to the grant award from Aging and Disability Services Division (ADSD), State of Nevada, for FY2023 Nutrition Services Incentive Program (NSIP) increasing the amount from $57,788.00 to $60,521.20.

12.i. For Possible Action: Approve amended contract between Lyon County and Nevada Division of Public and Behavioral Health to provide public health services in Lyon County, extending the termination date from June 30, 2023 to June 30, 2025 and increase the maximum amount from $341,972.80 to $647,972.80.

13. PUBLIC HEARING ON PLANNING ITEMS

13.a. For Possible Action: To approve the request for a Conditional Use Permit from Lyon County School District to allow an approximately 1,440-square-foot commercial coach office building on a 80.45-acre parcel generally located to the southeast of the intersection of Old Dayton Valley Road and Breakwater Drive, at 335 Old Dayton Valley Road in Dayton (APN 016-271-11) PLZ-2023-010.

Senior Planner Bill Roth gave a presentation on the proposed Lyon County School District office building at Dayton High School, which will be replacing two old modular buildings.

Commissioner Henderson moved to approve, seconded by Commissioner Jacobson.

RESULT: Motion Passed 5-0
AYE: Commissioner Henderson, Commissioner Hockaday, Commissioner Keller, Commissioner Jacobson, Commissioner Hendrix
NAY:

13.b. For Possible Action: To approve the request from Microsoft Corporation for the Abandonment of a 60 feet wide easement known as Rhyolite Lane for a length of approximately 671 feet and a 30 feet wide access and utility easement known as Deodar Street for a length of approximately 660 feet on four (4) parcels in Silver Springs (APNs: 018-551-03, 018-551-04, 018-552-01, 018-552-02) PLZ-2023-005.

Louis Cariola informed the Board that he has included late back up.

Ms. Huggins gave a brief presentation on the abandoned easement. They have sent a letter to rescind the Deodar request. She requested the approval of the Rhyolite abandonment only today.

There was no response to the request for public comment.

Commissioner Keller moved to approve, seconded by Commissioner Henderson.

RESULT: Motion Passed 5-0
AYE: Commissioner Henderson, Commissioner Hockaday, Commissioner Keller, Commissioner Jacobson, Commissioner Hendrix
NAY:

14. REGULAR AGENDA
14.a. For Possible Action: Appoint a member to the Debt Management Commission as the Member at Large with a term expiring December 31, 2024.

Commissioner Jacobson moved to approve the appointment of Deborah Ewing to the Debt Management Commission as the Member at Large with a term expiring December 31, 2024, seconded by Commissioner Keller.

RESULT: Motion Passed 5-0
AYE: Commissioner Henderson, Commissioner Hockaday, Commissioner Keller, Commissioner Jacobson, Commissioner Hendrix
NAY:

14.b. For Possible Action: Approve a contract with Paul Cavin Architect LLC in the amount of $498,900 for design, construction documents and assistance in the remodel and expansion of the Fernley Justice Court.

Comptroller Josh Foli stated the Board has previously authorized $2,200,000 towards this project out of American Rescue Plan Act funding but they are coming back before the Board to request coverage of the extra expenses for the construction of this project.

Commissioner Jacobson moved to approve, seconded by Commissioner Henderson.

RESULT: Motion Passed 5-0
AYE: Commissioner Henderson, Commissioner Hockaday, Commissioner Keller, Commissioner Jacobson, Commissioner Hendrix
NAY:

14.c. For Possible Action: Approve the allocation of $3,800,000 to the Dayton Sewer Rolling A Expansion Project from the Local Assistance and Tribal Consistency Fund.

Comptroller Josh Foli explained this is to swap LATCF funding with the reallocation of ARPA funding for the Dayton Sewer project.

Comm. Henderson asked if this will cause any construction delays. Comptroller Josh Foli stated there could be construction delays, but those have already been planned for.

There was no response to the call for public comment.

Commissioner Henderson moved to approve, seconded by Commissioner Keller.

RESULT: Motion Passed 5-0
AYE: Commissioner Henderson, Commissioner Hockaday, Commissioner Keller, Commissioner Jacobson, Commissioner Hendrix
NAY:

14.d. For Possible Action: Approve the reallocation of American Rescue Plan Act funding by decreasing allocations to the Dayton Sewer projects by $3,800,000 and increasing the allocation to the Fernley Justice Court Expansion by the same amount.

Comptroller Josh Foli explained that bond funding will be used first and by the time they get to ARPA funding they will be on the Dayton Sewer project. They may need some extra funding for these projects in the future.
There was no response to the call for public comment.

Commissioner Jacobson moved to approve, seconded by Commissioner Henderson.

**RESULT: Motion Passed 5-0**

**AYE:** Commissioner Henderson, Commissioner Hockaday, Commissioner Keller, Commissioner Jacobson, Commissioner Hendrix

**NAY:**

14.e. For Possible Action: Approve a change order in the amount of $22,556 with Desert Engineering to add additional paving east of the barn at the Fairgrounds from the American Rescue Plan Act funding.

Comptroller Josh Foli explained this is to make the entire project ADA compliant and as Doug Homestead explained earlier, there is extra funding available for this.

Comm. Hockaday stated and that this is an excellent idea.

Comm. Keller questioned if this area is threatened by flooding. Doug stated it was not flooded in 1997.

Comm. Henderson thanked them for being proactive and making it ADA compliant.

There was no response to the call for public comment.

Commissioner Henderson moved to approve, seconded by Commissioner Keller.

**RESULT: Motion Passed 5-0**

**AYE:** Commissioner Henderson, Commissioner Hockaday, Commissioner Keller, Commissioner Jacobson, Commissioner Hendrix

**NAY:**

15. **Future Agenda Requests**

Comm. Jacobson requested to invite the Bureau of Reclamation to speak on the Fernley Canal progress.

Comm. Hendrix requested Comm. and staff to look into if there is anything they need to do to protect themselves against the huge influx of solar panels coming into Lyon County.

Comm. Henderson requested an item be added to the first meeting in August for the National Center for Public Lands Counties.

Comm. Hockaday has talked to County Manager Andrew Haskin regarding resolutions sent from White Pine and Eureka counties regarding the wild burro and horse act and would like to present the resolutions.

16. **Commissioner Comments**

Comm. Hockaday thanked all those who are helping with the flooding and the allocation of ARPA funding.

17. **Public Participation**
There was no response to the call for public comment.

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

There was a closed session.

19. Adjourn

Comm. Hockaday adjourned the meeting at 11:36 a.m.

LYON COUNTY BOARD OF COMMISSIONERS

DAVE HOCKADAY, Chairman

ATTEST

STACI LINDBERG, Lyon County Clerk/Treasurer
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: June 15, 2023
Agenda Item Number: 12.h

Subject: For Possible Action: Approve the purchase of an announcing system and 2 microphones for Dressler Park from Park Construction Tax funds.

Recommendation:
Approve the purchase of an announcing system and 2 microphones for Dressler Park from Park Construction Tax funds. This was approved by the Smith Valley Park and Recreation Board on March 6, 2023. The approximate cost is less than $2,500.

Summary:

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:
Smith Valley Park and Recreation Board minutes
Pro Acoustics Quotation
1. **CALL TO ORDER**- The meeting was called to order at 6:00 pm. Chairperson Dan Pommerening led the pledge.


3. **PLEDGE OF ALLEGIANCE**

4. **PUBLIC COMMENT**- Judith Harker presented memorial bench options for a memorial bench for Richard Bein at Dressler Park. She asked to be put on the agenda for April. Dave Hockaday shared his support of the bench in honor of Richard Bein.

5. **FOR POSSIBLE ACTION: REVIEW AND ADOPTION OF AGENDA**- Charmi moved, seconded by Elaine to approve the agenda as presented. Passed 8-0.

6. **FOR POSSIBLE ACTION: APPROVAL OF MINUTES** of February 6, 2023 meeting- Elaine moved, seconded by Charmi to approve the minutes as presented. Passed 8-0.

7. **TREASURER’S REPORT**- There is $12,259.85 in the account. $142.02 will be sent to Jim Menesini for the month of February fuel charges. Charmi moved, Mark seconded to approve the treasurer’s report as presented. Passed 8-0.

8. **COMMUNITY REPORTS**-
   - Lyon County Commissioner/Manager Office- Dave H. asked for arena suggestions for commissioners which will be discussed under item 12. He shared that HillCrest Cemetery is under county maintenance, waste management for the county changed for everywhere except Smith Valley and Mason Valley which will continue to be D&S Waste. He also shared they opened up some water gates and water is flowing well down Walker River in preparation of flooding.
9. FOR DISCUSSION AND UPDATES:
   a. Discussion and update on generator and building for generator for arena power for the Residential Construction Tax- Currently on hold due to the weather and mud.

   b. Update on playground equipment- Judge shared that clean up and fence fixing needs to be done once the weather is better to get in there and complete.

   c. Update on cover for scale- Slab for cover will be poured with the generator slab- line item A. The scale was certified on February 26, 2023.

   d. Update on repairs to tennis court- Judge shared that the county will put up curbing and sidewalk on the outside of the fence as well as cut holes for the basketball poles, this spring.

   e. Update on fertilizing quote from Ralph- Ralph cannot supply a quote until this spring due to price increases. Fertilizer on the ball fields will be covered under the landscaping contract so we will only need to fertilize the arena area and tractor pull area.

   f. Update on opening restrooms- Judge shared they will be open on March 7th to complete the water testing but we will need water testing results back before they will be open to the public.

   g. Update on money allotted to SV Park and Rec Board- There is $15,000 in the budget to maintain the park and the Park Board can have a say in what the money is spent on but the county has the final decisions on the money expenses.

   h. Discussion on park tax funding and how much is able to be spent- Smith Valley doesn’t have any more that is required to be spent after the purchase of the playground equipment. There is a total of $53,900 but it does not need to be spent now.

   i. Discussion on baseball and softball fields’ condition with weather and possible maintenance- Dave Vick shared that everything is very wet. No sun hits the softball field due to the line of trees so it doesn’t have the chance to melt snow or dry out as easily. Dave has a landscaper giving him a quote for baseline grass on the softball field to help with mud and
water absorption. This item will be on the agenda for next month to vote on possible options.

10) For Possible Action: Update for purchasing equipment and needs for the announcing system for the arena- Yerington’s system is extensive compared to what Smith Valley is looking for. SV currently is ran by a small generator which would be able to run the speakers Charmi presented to the board last month. Elaine moved to purchase the announcing system Charmi presented last month and Mark seconded the motion with the addition of 2 microphones instead of just 1. Motion passed 8-0. Charmi will email Judge the link to the quote for purchasing.

11) For Possible Action: Approve arena improvements by donation from Rotary- tabled until Rotary President returns.

12) For Possible Action: Review and direction of SV Parks Board updates for arena fees, maintenance and usage agreement- tabled until Judge has answers. Some suggestions were shared: A brand inspector at events is not needed as the animals should have already been approved and checked before coming to the event. $500 refundable deposit to cover clean up and damage that may occur during the event. $100 non-refundable use charge for events - this can cover costs of fuel for tractor, drag, water truck, etc. that will be used during the event. $1 million for liability insurance needed with $1.5 million if serving alcohol. Law Enforcement if alcohol is served. No public in contestant area for safety purposes. Mark suggested a water buffalo in case a water truck could not be donated for specific events. Judge shared that non-profit organizations can have their fees waved.

13) CORRESPONDENCE- Mark suggested a Master Plan for the park. Dave Vick and Dan Pommerening shared past Master Plan.

14) CHAIR AND BOARD MEMBER COMMENTS- Dan clarified that there was request to use the park for a memorial on May 1st, 2023. Charmi will make sure the calendar at the park is updated. Judge will clarify on the requirements needed for a memorial service/gathering. Cathy Balda shared that the Little League concession and equipment room door knobs are broke- Cathy and Judge will be in contact to get them fixed. Elaine confirmed the scale was certified in February.

15) PUBLIC COMMENT- Judith Harker shared she would like to be on the agenda for April so we can approve which bench to use and a location to put it at the park for the Richard Bein Memorial.

16) ADJOURN MEETING- Chair Dan adjourned the meeting at 7:04 pm.

Respectfully submitted,
Charmi Mitchell, Secretary
**Available Shipping Methods**

**Shipping Options**
To Be Determined - $0.00

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**Sales Engineer's Notes:**

Good afternoon,
Here is the quote for the PA system you requested. Shipping to be determined. Would you like me to go ahead and process your order? You can click the red "proceed to checkout" button to move the process along. I look forward to hearing from you.
Sincerely,
Joshua Wallace
Pro Acoustics, LLC

Subtotal $1,931.24
Shipping & Handling (Excl. Tax)* $0.00
*Shipping cost are subject to change
Grand Total (Excl. Tax) $1,931.24
Tax $0.00
Grand Total (Incl. Tax) $1,931.24

Thank you for choosing Pro Acoustics. We look forward to working with you.

+ EXTRA MICROPHONE
+ SHIPPIING COSTS
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: June 15, 2023

Agenda Item Number: 12.i

Subject: For Possible Action: Accept and award the 2023 Regional Transportation Commission (RTC) Pavement Maintenance Project to Sierra Nevada Construction who was the lowest and responsive bidder in the amount of $3,981,007.00. Approve a 10% contingency for any unforeseen issues and allow staff to sign related documents.

Recommendation:
Accept and award the 2023 Regional Transportation Commission (RTC) Pavement Maintenance Project to Sierra Nevada Construction who was the lowest and responsive bidder in the amount of $3,981,007.00. Approve a 10% contingency for any unforeseen issues and allow staff to sign related documents.

Summary:
This year’s project will be in the Stagecoach & Silver Springs areas and consists of 76.39 miles of Chip Seal, Slurry Sealing and Crack Sealing. This project will be paid for out of the RTC funds. Sierra Nevada Construction was the lowest responsive bidder and will be constructing the maintenance of the project.

Financial Department Comments:
This will be paid out of the Streets and Highways Fund (Regional Transportation Commission) and there is sufficient budget for this project.

District Attorney Comments:

County Manager Comments:

Attachments:
Contract Project List
Recommendation Letter of Award
## Stagecoach Chip Seal

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## Silver Springs Slurry

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<th>WIDTH FT.</th>
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**Total**

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### Stagecoach Double Chip Seal

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### Silver Springs Double Chip Seal

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## Paint Striping

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<td>Fort State Park</td>
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**Thermal Plasctics needing to be grinded**

**Total**

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<td>19452</td>
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June 7, 2023

Dustin Homan, Road & Fleet Director
Lyon County Road Department
18 Highway 95A North
Yerington, Nevada 89447

Re: Recommendation of Award for 2023 County Resurfacing Project

Dear Mr. Homan

On June 6, 2023 DOWL held a bid opening for the 2023 County Roadway Resurfacing project on behalf of Lyon County Road Department. A single bid was received by Sierra Nevada Construction, Inc. with a bid price of $3,981,007.00.

DOWL has evaluated the Sierra Nevada Construction, Inc. Bid and finds that it complies with the prescribed requirements of the Bid Form, and therefore is considered “responsive”. We have also performed a due diligence check on the company by checking provided references, System for Award Management, Nevada State Contractor’s Board, Secretary of State, and the Labor Commissioner. The references were all positive; the consensus is that Sierra Nevada Construction, Inc. is qualified to perform and complete the work associated with this project. A search with the Contractor’s Board shows no disciplinary action against them and they are within their licensed limits. A search of the Secretary of State shows that they are in good standing. Lastly, a search of the Labor Commissioner shows no actions, pending or filed, against them.

Sierra Nevada Construction, Inc. has over 30 years of experience in the construction industry and has performed similar projects in the past. Based on a review of their bid and background check, DOWL finds Sierra Nevada Construction, Inc. as being a “responsible” Bidder and we recommend awarding them the Construction Contract.

I have attached the bid tab for your reference.

If you have any questions or require additional information regarding this letter, please feel free to contact me.

Sincerely,

Keith Karpstein, P.E.
Senior Engineer

Attached: Bid Tab
# BID OPENING FORM
Lyon County Road Department  
2023 County Roadway Resurfacing

**Bid Opening Location:** PlanetBids  
**Date:** Tuesday, June 6, 2023  
**Time:** 2:00 PM  
**Owner:** Lyon County Road Department  
**Engineer:** DOWL

<table>
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<tr>
<th>Bid Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Units</th>
<th>Unit Price</th>
<th>Total</th>
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<td>Install Crack Seal (Contingent Item)</td>
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**Base Bid Total:** $4,013,945.05  
**Sierra Nevada Construction:** $3,981,007.00

**PERCENTAGE OF ENGINEER’S ESTIMATE**  
99%
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: June 15, 2023

Agenda Item Number: 12.j

Subject: For Possible Action: Approve a contract with Lumos and Associates in the amount of $176,400.00 for inspections and testing services for the Lyon County RTC 2023 Pavement Maintenance Project for Stagecoach and Silver Springs areas.

Recommendation:

Approve a contract with Lumos and Associates in the amount of $176,400.00 for inspections and testing services for the Lyon County RTC 2023 Pavement Maintenance Project for Stagecoach and Silver Springs areas.

Summary:

Lumos and Associates to provide Inspection and Materials Testing Services to Lyon County RTC 2023 Pavement Maintenance Project for Stagecoach and Silver Springs areas.

Financial Department Comments:

This will be paid out of the Streets and Highways Fund (Regional Transportation Commission) and there is sufficient budget for this project.

District Attorney Comments:

County Manager Comments:

Attachments:

RTC Pavement Inspection Contract with Lumos and Associates
February 28, 2023

Lyon County Public Works
Attn: Dustin Homan
PO Box 1699
Dayton, NV 89403
Email: dhoman@lyon-county.org

Subject: Proposal to provide Inspection and Materials Testing Services
Lyon County RTC 2023 Pavement Maintenance Project
Stagecoach and Silver Springs Areas

Dear Mr. Homan:

Lumos & Associates, Inc. is pleased to have the opportunity to provide this proposal for the above mentioned project. We understand our scope of services is to provide inspection and materials testing services as required by the plans, specifications and “The Standard Specifications for Public Works Construction”. The following is our estimated cost to provide the required inspection materials testing services:

Crack Sealing/Slurry Seal/Chip Seal/Fog Seal/Striping Inspection Testing and Sampling:

80 days x 10 hrs/day x $120/hr = $96,000

In addition to the above mentioned field materials tests, we will provide the laboratory testing as follows:

1 Sand Equivalents/Gradations/Durability Test x $650 each = $650
15 Gradations/Fractured Faces/Cleanness Values x $550 each = $8,250
1 Binder Series x $1,500 each = $1,500
70 Viscosity Tests x $500 each = $35,000
1 % Residue/Softening Point x $400 each = $400

We will also provide a technician to pick up and deliver samples to our laboratory.

70 visits x 2 hrs/visit x $120/hr = $16,800

At the conclusion of the project, we will prepare a final inspection and materials testing package for submittal to Lyon County Public Works Department that will be reviewed and stamped by a Professional Engineer. The estimated cost to prepare this package is $1,800.

Administrative Services associated with the above scope of work is estimated at 10% of the above costs. Administrative Services including Technical Typist, Construction Services Engineer, and Construction Services Supervisor. We can provide these services for an estimated cost of $16,000.

L:\Marketing\Proposals\2023 Proposals\LA23.188 - Lyon County RTC 2023 Pavement Maintenance Project\Proposal to provide Inspection and Materials Testing Services.docx
Our total estimated cost to provide the above mentioned scope of work is **$176,400**.

Additional tests and inspections, outside of this scope of work, can be provided on a time and materials basis per our current fee schedule. Re-inspections and standby time are not part of our estimated cost and will be billed on a time and materials basis. Prevailing wages were not assumed for our inspectors/technicians. If prevailing wages are required, the above additional costs will be adjusted accordingly.

You can authorize Lumos to complete the above scope of services by completing the attached forms.

If you have any questions, please do not hesitate to contact me at 775.883.7077.

Sincerely,

[Signature]

Mitch Burns, P.E.
Materials Engineering Manager

Attached: Contract
          Provisions
AGREEMENT
To Engage the Services of
LUMOS & ASSOCIATES, INC.

THIS AGREEMENT, entered into on the 28 day of February 2023, by and
between Lyon County Public Works
whose mailing address is PO Box 1699, Dayton, NV 89403
hereinafter called “CLIENT,” and LUMOS & ASSOCIATES, INC., hereinafter called “CONSULTANT,” is as follows:

CLIENT intends to pursue work on Lyon County RTC 2023 Pavement Maintenance (Project Name)
hereinafter called the “PROJECT” and whose location is Lyon County, NV
THE CLIENT/contact person for this project is Dustin Homan
Phone 775-463-6551 Email dhoman@lyon-county.org
CLIENT and CONSULTANT, for mutual consideration hereinafter set forth, agree as follows:

A. CONSULTANT agrees to perform certain consulting, design, advisory, surveying, and/or testing
services for CLIENT as follows: See proposal attached hereto as Exhibit "A"

B. CLIENT agrees to pay CONSULTANT as compensation for his/her services as follows:
See proposal attached hereto as Exhibit "A"

This Agreement does not include any agency fees advanced on the CLIENT's behalf. All fees advanced for this project
will be assessed a 15% handling fee in accordance with company policy. Should CLIENT wish to avoid the 15%
charge, all agency and outside fees will be required 24 hours prior to submittal deadline.

C. CLIENT agrees to provide the following to CONSULTANT to aid in his/her work:
See proposal attached hereto as Exhibit "A"

D. CONSULTANT will begin work on or about February 20 23 ; and have said
work completed See proposal attached hereto as Exhibit "A"
CONSULTANT contact for this project is Mitch Burns Phone (775) 883-7077

The attached Standard Provisions of Agreement are incorporated hereinto and made a part of this Agreement. In the event of any conflicts or inconsistencies between the terms contained in Exhibit "A" and those contained in the

All notices, requests, demands, and other communications required under this Agreement shall be in writing and shall
be deemed duly given and received: (i) if personally delivered, on the date of delivery; (ii) if mailed, three (3) days
after deposit in the United States Mail, registered or certified, return receipt requested, postage prepaid; and/or (iii) if
by a courier delivery service providing overnight or “next-day” delivery, on the next business day after deposit with
such service. All written communications shall be addressed to CONSULTANT at 9222 Prototype Drive, Reno, NV
89521, or to CLIENT at the address written above.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms,
conditions, and provisions written above and incorporated herein as set forth in the attached, on the date first written
above.

CONSULTANT: 
PRINT Mitch Burns, P.E. 
SIGN 
TITLE Materials Engineering Manager 
DATE 02/28/2023 

CLIENT: 
PRINT 
SIGN 
TITLE 
DATE
STANDARD PROVISIONS OF AGREEMENT

1. AGREEMENT

These Standard Provisions of Agreement are deemed part of the attached Agreement. As used herein, the term "Agreement" will mean the attached Agreement, the Proposal attached hereto as Exhibit "A," these Standard Provisions of Agreement, and any other exhibits attached hereto and specifically incorporated herein. Consultant shall provide for the Client the scope of services described in the referenced Proposal, and all services not specifically described therein are excluded from Consultant's scope of services.

2. BILLING AND PAYMENT

Fees and other charges shall be billed monthly as the work progresses and shall be due and payable at the time of billing. Ten (10) days are allowed for processing payment, and any unpaid balance remaining twenty (20) days after the date of the original invoice shall be considered past due. Any unpaid balance remaining thirty (30) days after the date of the original invoice shall be considered Critically Past Due. Consultant reserves the right to suspend services on accounts with outstanding balances that are Critically Past Due. Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension. Upon payment in full by the Client, Consultant shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension. In the event Client fails to pay Consultant within forty-five (45) days or more after invoices are rendered, Client agrees that Consultant shall have the right in its sole discretion to consider said default a material breach of the Agreement and the duties of Consultant under this Agreement terminated, without requiring the seven (7) days written advance notice otherwise required for termination pursuant to Section hereof.

Any payment not received within thirty (30) days of the date of the original invoice shall accrue interest at the rate of eighteen percent (18%) per annum.

Client hereby agrees that the balance as stated on any invoice from Consultant to Client is correct and is acceptable to Client unless, within ten (10) days from the date of the original invoice, Client notifies Consultant in writing of the particular item that is alleged to be in error or is otherwise in dispute.

Client shall pay the costs for checking and inspection fees, zoning and annexation applications fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement.

For projects that extend for more than one (1) year from the date of the Agreement, Consultant shall be entitled to an increase in fees in proportion to the increase in the Consumer Price Index over the preceding year, for the duration of the Agreement.

3. TERMINATION

This Agreement may be terminated by either party upon seven (7) days advance written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

In the event all or any portion of the services performed or partially performed by Consultant be suspended, abandoned, or terminated, Client shall pay Consultant for all fees, charges and services provided up to the date of termination. In return, Consultant shall provide Client with copies of all drawings, specifications and reports prepared or partially prepared up to the date of termination, at Client's expense and for use solely with respect to the Project. Payment in full up to the date of termination shall be a condition precedent to Consultant's providing copies of all drawings, specifications and reports, regardless of the pendency of any dispute.

4. ADDITIONAL SERVICES

Client may request that Consultant provide services beyond those set forth in Consultant's Proposal ("Additional Services"). The scope of such Additional Services and the compensation therefore shall be as mutually agreed upon in writing by Client and Consultant prior to commencement of such Additional Services.

The Consultant shall comply with applicable laws, codes and regulations in effect as of the date it provides its services pursuant to the standard of care in the industry. Changes to Consultant's services made necessary by newly enacted laws, codes and regulations after such date shall entitle the Consultant to a reasonable adjustment in the schedule and additional compensation in accordance with this Additional Services provision. In addition, the Consultant shall be entitled to rely reasonably on interpretations and approvals given by government officials with responsibility for enforcing such laws, codes, and regulations and shall not be responsible for changes made by such officials to interpretations or approvals previously given.
5. STANDARD OF CARE

Consultant shall perform its services in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing in the same locality under similar circumstances and with reasonable diligence and expediency consistent with sound professional practices ("Standard of Care"). Nothing contained herein shall be construed to constitute a guarantee, warranty or assurance, either express or implied of the services to be provided herein.

6. COST ESTIMATES

Consultant makes no representation concerning estimates of construction costs other than that these are estimates only and Consultant shall not be responsible for fluctuations in cost factors. Any such estimates prepared or agreed to by Consultant represent the Consultant's judgment as a design professional. It is recognized that neither the Consultant nor the Client 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 Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from the Client's budget or from any estimate of construction cost prepared or agreed to by the Consultant.

7. LIMITATIONS ON RESPONSIBILITIES

Consultant shall not be responsible for the acts or omissions of the Client, Client's other consultants, contractors, subcontractors, their agents or employees, or other persons providing work or services on the Project. Consultant does not guarantee the completion or quality of performance of work performed by the construction contractor(s) or other third parties. Site safety is the sole responsibility of the contractor. Consultant shall neither have control over nor be in charge of, nor be responsible for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work for the Project.

Unless retained to perform a geotechnical investigation, Consultant makes no representations concerning soil conditions and Consultant is not responsible for any liability that may arise out of the making or failure to make soils surveys, or subsurface soil tests, or general soil testing.

Unless specifically included in the Proposal's scope of services, Consultant is neither responsible for notifying Client of any expiration or renewal dates for permits and/or approvals of any type or description, nor for renewing or requesting a renewal from any agency, municipality, or authority of any permits and/or approvals that may be due to expire.

8. OWNERSHIP OF DOCUMENTS

Drawings, details, specifications, reports, and other documents prepared by Consultant, including those in electronic form, are instruments of service for use solely with respect to this Project. Consultant shall be deemed the author and owner of the Consultant's instruments of service and shall retain all common law, statutory and other reserved rights, including copyrights. Upon execution of this Agreement Consultant grants to Client a nonexclusive license to reproduce the Consultant's Instruments of Service solely for purposes of the Project, provided the Client shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. Client shall not use the instruments of service for future additions or alterations to this Project or for other projects without Consultant's prior written consent. Any unauthorized use, reuse or modifications of the instruments of service shall be at the Client's sole risk and without liability to Consultant, and Client agrees to defend, indemnify and hold harmless Consultant from all claims and damages arising out of or purported to arise out of the use, reuse, or modification of the Instruments of Service.

9. INDEMNIFICATION

Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant from and against any claims, damages, liabilities, suits, demands, losses, expenses or costs (including reasonable attorneys' fees and costs of defense) ("Claims"), to the extent caused by Client's negligent acts, errors, or omissions and those of its contractors, subcontractors or consultants or anyone for whom Client is legally liable, except for claims or litigation arising through the sole negligence or willful misconduct of Client.

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless Client from and against any claims, damages, liabilities, suits, demands, losses, expenses to the extent they are determined to have been caused by the negligent acts, errors or omissions of Consultant or anyone for whom Consultant is legally liable, to the extent consistent with the Limitation of Liability provision herein. Consultant shall not have an obligation to indemnify and hold harmless Client for claims or litigation arising through the sole negligence or willful misconduct of Consultant or anyone for whom Client is legally liable.

Neither party shall have an upfront duty to defend the other but shall reimburse reasonably incurred defense fees and costs (for fees and costs actually incurred in defending claims attributable to the other party's fault) to the extent of its indemnity obligation herein. Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.
10. RIGHT OF ENTRY

Client shall secure the permission necessary to allow Consultant’s personnel and equipment access to the project site and any adjacent properties necessary to perform the services at no cost to Consultant. While Consultant will take all reasonable precautions to minimize any damages to the property, it is understood by the Client that in the normal course of field work some damage may occur, the correction of which is not part of this Agreement.

11. SAMPLES

Samples obtained for materials testing will be discarded upon completion of testing, and portions of samples not tested or unused shall be preserved for not longer than thirty (30) days.

12. GOVERNING LAW; DISPUTES

This Agreement shall be governed by the laws of the state, in which the Project is located, and all dispute resolution proceedings shall be venued in the county and state in which the services are rendered unless the parties mutually agree otherwise in writing.

The parties agree to first endeavor in good faith to resolve any dispute arising out of or related to this Agreement by mediation pursuant to the Construction Industry Mediation Rules of the American Arbitration Association or JAMS. Mediation shall be a condition precedent to the instigation of any legal proceedings. If the claim or controversy is not resolved by mediation, the claim or controversy may be resolved by final and binding arbitration, if the parties so mutually agree in writing prior to the commencement of any arbitration proceeding. Absent express mutual consent to arbitrate, all disputes shall be litigated in a court of competent jurisdiction in the state in which the Project is located.

13. NO THIRD PARTY BENEFICIARIES

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 Client or the Consultant.

14. WAIVER OF CONSEQUENTIAL DAMAGES

Notwithstanding any other provision in this Agreement, and to the fullest extent permitted by law, neither the Consultant nor the Client shall be liable to the other for, or shall make, any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, damage to reputation or any other consequential damages either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

15. FORCE MAJEURE

Client and Consultant are aware that many factors outside the Consultant’s control may affect the Consultant’s ability to complete the services to be provided under this Agreement. Client agrees that Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond Consultant’s control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in a timely manner; failure of performance by Client or Client’s contractors or consultants; or discovery of any hazardous substances or differing site conditions.

16. SOLE CORPORATE REMEDY

It is intended by the parties to this Agreement that the Client’s obligations and Consultant’s services in connection with the Project shall not subject the Client’s or Consultant’s individual shareholders, officers, directors, members, managers or employees to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the parties agree that as their sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the business entities that are the parties to this Agreement and not against any of the parties’ individual shareholders, officers, directors, members, managers or employees, except for acts of willful misconduct or as otherwise prohibited by law.

17. HAZARDOUS MATERIALS

The Consultant 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. In the event the Consultant or any other party encounters any
hazardous materials, or should it become known to the Consultant that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the Consultant’s services, the Consultant may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. Consultant shall not be responsible for locating or abating any hazardous materials.

18. LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant relating to Consultant’s provision of services in accordance with this Agreement, the risks have been allocated such that the Client agrees that Consultant’s total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever (including attorneys’ fees and costs and expert witness fees and costs) arising out of or in any way related to the services provided for the Project and/or under this Agreement, regardless of theories of liability or causes of action asserted (unless otherwise prohibited by law) including, but not limited to, allegations of Consultant’s negligence, errors, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the total sum of $50,000 or the total amount of fees paid to Consultant under this Agreement, whichever is less. In no event shall Consultant’s liability exceed the sum of Consultant’s available professional liability insurance coverage at the time of settlement or judgment. Client and Consultant hereby acknowledge that this provision was expressly negotiated and agreed upon.

19. MISCELLANEOUS

(a) Client and Consultant each respectively bind themselves, their partners, successors, executors, administrators, and assigns to the Agreement.

(b) Client agrees to cooperate fully with Consultant on the Project and to provide any and all information and/or documents reasonably necessary for Consultant to perform the agreed scope of services as detailed in the Agreement, and Consultant shall be entitled to rely upon the accuracy and completeness thereof.

(c) Neither Client nor Consultant shall assign its interest in the Agreement without the prior express written consent of the other.

(d) It is expressly understood that Consultant is an independent contractor and in no event will the Consultant, its agents, employees, representatives, or servants, be considered as the agent, employee, representative or servant of Client. Nothing contained in this Agreement or any action by Consultant shall be construed to impose a fiduciary duty on Consultant or create a fiduciary relationship between Consultant and Client or between Consultant and any third party.

(e) If any provision of this Agreement is invalid or unenforceable, such provision shall (i) be modified to the minimum extent necessary to render it valid and enforceable, or (ii) if it cannot be so modified, be deemed not to be a part of this Agreement and shall not affect the validity or enforceability of the remaining provisions.

(f) Waiver of any provision of this Agreement by either party shall not be deemed to constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver.

(g) This Agreement, and the attachments hereto, shall constitute the entire understanding between the parties, and no modification shall be binding unless in writing and signed by the parties.

20. RETAINER

Client agrees to deposit the sum of $0 as a retainer, receipt of which is a prerequisite for Consultant to perform services for Client. The retainer will be held by Consultant to secure payment of Consultant’s invoices in Consultant’s general accounts with all benefits accruing to Consultant. Consultant, at its sole discretion, may apply the retainer to any outstanding invoices which Client has failed to pay in the time frames set forth in this Agreement; however, nothing herein shall be interpreted to relieve Client from paying Consultant’s invoices as set forth in this Agreement. If any portion of the retainer is applied to an outstanding invoice, Client shall, within five (5) days of Consultant’s request, replenish the retainer account to the original amount listed herein. The retainer, or unused portion thereof, shall be refunded to Client within thirty (30) days after Consultant’s services conclude or termination of this Agreement, whichever comes first, provided that there is no balance owed to Consultant. If a balance is owed to Consultant when services conclude or this Agreement is terminated, Client will be refunded the difference between the amount owed and the remaining retainer, if any. Nothing herein shall limit Consultant’s rights to collect any remaining balance owed by Client once the retainer is depleted.
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: June 15, 2023
Agenda Item Number: 12.k
Subject: For Possible Action: Approve a one-year contract for public defender services with Walther Mansfield Brock Mayo, PLLC in the amount of $1,141,356 effective July 1, 2023.

Recommendation:
Approve a one-year contract for public defender services with Walther Mansfield Brock Mayo, PLLC in the amount of $1,141,356 effective July 1, 2023.

Summary:
The County contracts with Walther Mansfield Brock Mayo, PLLC for public defender services. This contract is for a one-year term, effective July 1, 2023. It is a 5% increase over the previous contract.

Financial Department Comments:
This has been budgeted. Approval recommended.

District Attorney Comments:

County Manager Comments:

Attachments:
AGREEMENT FOR PUBLIC DEFENDER SERVICES

This Agreement by and between LYON COUNTY (hereinafter “Contracting Authority”) and WALThER MANSFIELD BROCK MAYO, PLLC (hereinafter “Contractor”) shall take effect on the 1st day of July, 2023 (“Effective Date”).

WHEREAS, the right to counsel in certain criminal matters is guaranteed by the United States Constitution, the Nevada Constitution, and the Nevada Revised Statutes (NRS); and

WHEREAS, the Contracting Authority is required by law to appoint a public defender to provide counsel in such matters to eligible indigent persons; and

WHEREAS, the Contracting Authority desires to contract with a private law firm to serve as its public defender; and

WHEREAS, the Contractor is a private law firm that desires to serve as the Contracting Authority’s public defender and warrants that it has the means and ability to do so in a zealous and competent manner; and

WHEREAS, both parties desire to reduce the entirety of their agreement to writing in this document (hereinafter “this Agreement”), and intend for all funds paid under this Agreement to be used for the sole purpose of providing indigent defense services to eligible clients of the Contractor;

NOW, THEREOFRE, the parties agree as follows:

I. DEFINITIONS

As used in this Agreement, the underlined words below shall have the following meanings:

1. Appointing Authority: The judge, justice, or master presiding over a Case arising in a court of law within Lyon County.

2. Case: A “Case” shall have the meaning prescribed to it in Sec. 5 of the Regulations.

   a. Misdemeanor Case: A Case in which the highest charge is a Misdemeanor.

   b. Category B, C, D, or E Felony or Gross Misdemeanor Case: A Case in which the highest charge is a gross misdemeanor or a Category B, C, D, or E Felony for which the maximum penalty is less than ten (10) years imprisonment.

   c. Category B Felony (10+ year maximum): A Case in which the highest charge is a Category B felony for which the maximum penalty is greater than ten (10) years imprisonment.
d. **Non-Capital Category A Case**: A Case in which the highest charge is a non-capital Category A Felony.

e. **Capital Case**: A Case in which the highest charge is a capital Category A felony.

f. **Juvenile Proceedings**: A Case arising under NRS 432B and/or a Case in which a juvenile is alleged to be delinquent or need of supervision.

g. **Appeal**: Any appeal of an interlocutory adjudication or Final Adjudication in a Case to the Third Judicial District or the Nevada Supreme Court.

3. **Cause**: Cause for immediate termination of this Agreement. Cause for such termination shall exist in the event of:

   a. A material breach of this Agreement by the Contractor, including without limitation failure to provide Representational Services to Eligible Clients; failure to comply with reporting obligations; failure to utilize qualified attorneys; failure to meet performance standards; failure to adhere to the Nevada Rules of Professional Conduct; or any other failure from which it could reasonably be discerned that public funds are not being responsibly used for the provision of indigent defense services as required in this Agreement and in compliance with all applicable laws, rules, and regulations.

   b. A material breach of this Agreement by the Contracting Authority, such as non-payment of compensation without justification; failure to provide reimbursement for reasonable Case-Related Expenses; or failure to obtain additional counsel or negotiate additional compensation in good faith in the event of a Substantial Workload Increase.

4. **Department**: The Nevada Department of Indigent Defense Services.

   **Eligible Client**: An indigent person whom an Appointing Authority has determined to be eligible for a court-appointed attorney pursuant to Section 8 of the Temporary Regulations of the Board of Indigent Defense Services, in a Case arising in a court of law within Lyon County.

5. **Final Adjudication**: “Final Adjudication” shall have the meaning prescribed to it in Section 43(4)(d) of the Regulations.

6. **Fiscal Year**: July 1st through June 30th.

7. **Case-Related Expenses**: Expenses for professional services reasonably needed to provide an effective defense of Eligible Clients under this Agreement. This includes reasonable fees for investigators, translators, expert witnesses, laboratory analysis, and other forensic services.

9. **Regulations** or **Reg.**: The Permanent Regulations of the Board of Indigent Defense Services.

10. **Representational Services**: All services part and parcel of the Contractor’s delivery of competent, zealous legal representation to Eligible Clients under this Agreement. Such services may include, without limitation: investigation; interviews of clients and potential witnesses; review of physical evidence; legal research; preparation of pleadings, briefs, correspondence, exhibits, or other documents; preparation for and attendance at hearings and conferences; expert witness selection, discovery, and preparation; pretrial advocacy; trial advocacy; sentencing advocacy; appellate advocacy; plea bargaining; and any and all other services needed to provide competent, zealous legal representation from the beginning of a Case through Final Adjudication and, if applicable, through Appeal.

11. **Significant Workload Increase**: An increase in the number of Cases in a Fiscal Year that exceeds ten percent (10%) of the average number of Cases per Fiscal Year in the preceding three Fiscal Years.

### II. APPOINTMENT OF PUBLIC DEFENDER; TERM OF APPOINTMENT

Pursuant to NRS 260.010(2) and Title 1, Chapter 9 of Lyon County Code, the Contractor shall be appointed as public defender for the Contracting Authority. The term of the Contractor’s appointment shall be three (3) years, commencing on the Effective Date of this Agreement. This term may be extended by written agreement of the parties. This term may be terminated early by either party without Cause upon ninety (90) days written notice. This term may be terminated early by either party for Cause at any time. In the event of any early termination, with or without Cause, the Contractor shall take all professionally-responsible action to ensure an orderly transition of counsel that does not prejudice the rights or defense of Eligible Clients.

### III. SCOPE OF SERVICES

Except as expressly limited in this Section, the Contractor shall provide Representational Services as follows:

1. **Misdemeanor Cases**: The Contractor shall provide Representational Services to all Eligible Clients in this category of Cases.

2. **Category B, C, D, E Felony and Gross Misdemeanor Cases**: The Contractor shall provide Representational Services to all Eligible Clients in this category of Cases.

3. **Category B Felony (10+ year maximum) Cases**: The Contractor shall provide Representational Services to all Eligible Clients in this category of Cases.
4. Non-Capital Category A Cases: The Contractor shall provide Representational Services to all Eligible Clients in this category of Cases.

5. Capital Cases: As of the Effective Date of this Agreement, the Contractor does not have an attorney qualified to serve as lead counsel in Capital Cases pursuant to Nevada Supreme Court Rule (SCR) 250, but the Contractor has attorneys qualified to serve as co-counsel in such cases. The Contractor shall, if appointed, serve as co-counsel in one (1) Capital Case per Fiscal Year. In the event the Contractor is appointed as co-counsel in a Capital Case two (2) or more times in a Fiscal Year, the Contractor may, at its option, provide Representational Services in the additional Cases after the first one. For all Capital Case appointments in excess of one (1) per Fiscal Year, the Contractor will receive additional compensation in accordance with Section IX below. In the event an attorney of the Contractor becomes qualified to serve as lead counsel in Capital Cases pursuant to SCR 250, the Contracting Authority and Contractor may negotiate the terms of such representation in a separate Agreement or a written modification of this Agreement.

6. Juvenile Proceedings: The Contractor shall provide Representational Services to all Eligible Clients in this category of Cases.

7. Appeals: The Contractor shall represent Eligible Clients on any Appeal of an interlocutory adjudication or Final Adjudication to the Third Judicial District Court or the Nevada Supreme Court.

By way of express limited exception, the Contractor shall not provide the Representational Services otherwise required above to the extent doing so would violate any provision of the Nevada Rules of Professional Conduct, including but not limited to the provisions concerning conflicts of interest. The Contractor will refer to the Nevada Rules of Professional Conduct, as interpreted by the State Bar of Nevada and/or opinions of the State judiciary, and to the American Bar Association Standards for Criminal Justice to determine the existence and appropriate resolution of conflicts of interest. If a conflict of interest exists, the Contractor will promptly file an appropriate motion or follow the procedure for handling conflicts of interest provided in the Contracting Authority’s Plan.

IV. ATTORNEYS; ATTORNEY QUALIFICATIONS; PERFORMANCE STANDARDS; TRAINING

1. Attorneys: The Contractor shall maintain a list of all attorneys who will perform Representational Services under this Agreement. The list shall specify, for each attorney, the category(ies) of Case(s) in which the attorney is qualified to provide Representational Services. The Contractor shall provide a copy of this list to the Contracting Authority within thirty (30) days of the Effective Date and in the event of any subsequent change to the list.

2. Attorney Qualifications: It shall be the sole responsibility of the Contractor to ensure all attorneys providing Representational Services to Eligible Clients under this
Agreement maintain all requisite qualifications for the category(ies) of Case(s) in which they are providing Representational Services. To ensure the ability, training, and experience of an attorney match the complexity of a given Case, the Contractor shall demonstrate compliance with the standards and regulations of the Department pertaining to training, education, and qualifications. The Contractor shall further ensure attorneys performing Representational Services in a particular category of Case under this Agreement are qualified by the Department to perform such services in that category of Case.

3. Performance Standards: It shall be the sole responsibility of the Contractor to ensure the attorneys whom it employs or with whom it contracts to perform its obligations under this Agreement:
   a. Provide zealous, competent Representational Services in all Cases;
   b. Comply with the requirements of the Department and the Nevada Indigent Defense Standards of Performance;
   c. Comply with all applicable laws and regulations (including the Reg., as may be amended);
   d. Comply with the Nevada Rules of Professional Conduct; and
   e. Comply with the Contracting Authority’s Plan.

The Contractor shall also ensure, to the greatest extent practicable, consistency in the representation of Eligible Clients such that the same attorney represents an Eligible Client through every stage of a Case. Nothing in this paragraph shall be construed to prohibit the Contractor from delegating appropriate administrative tasks to support staff, or to prohibit the Contractor from assigning more than one (1) attorney to represent an Eligible Client as necessary provided it would not prejudice the rights or defense of the Eligible Client.

4. Training: Ongoing professional training is a necessity for an attorney to keep abreast of changes and developments in the law and assure continued rendering of competent assistance of counsel. The Contractor shall ensure attorneys providing Representational Services under this Agreement annually complete a minimum of five (5) hours of continuing legal education relevant to the areas in which they practice and satisfy any other training requirements mandated by the Department.

V. WORKLOAD

The Contractor shall participate in any Department workload study to determine an appropriate caseload for individual attorneys providing Representational Services under this Agreement. Prior to the completion of a workload study, the Contractor shall reasonably comply with the workload guidelines as determined by the Department. After completion of the study, the Contractor shall ensure sufficient staffing to comply with any resultant workload guidelines.

In the event of a Significant Workload Increase, the Contracting Authority shall be responsible for retaining the services of additional counsel to provide Representational Services to
cover the amount of the Significant Workload Increase. Alternatively, the Contracting Authority and the Contractor may negotiate additional compensation to allow the Contractor to acquire additional personnel and/or resources needed to cover the Significant Workload Increase.

VI. OFFICES AND STAFFING

The Contractor agrees to staff and maintain an office in Lyon County, Nevada. The Contractor shall have staff available to answer telephone calls to the office during business hours and agrees to furnish to the Justice Courts, District Courts, Lyon County Sheriff’s Office, and the Lyon County District Attorney a telephone number for use after hours in any emergency that may arise. The expense of office space, furniture, equipment, technology, software, legal research database access, supplies, and support staff services suitable for conduct of the Contractor’s practice of law are the sole responsibility of the Contractor. The Contractor’s expenses described in this paragraph are not a charge against the County as provided in NRS 260.040(5) and are not considered Case-Related Expenses. The Contractor may at its discretion use legal interns as part of its staffing, provided such usage complies with SCR 49.5

VII. REPORTING

The Contractor shall report quarterly to the Lyon County Manager and Board of Commissioners any information the Contracting Authority reasonably deems pertinent, including, without limitation, any information required under the Plan and/or the Regulations. The Contracting Authority shall approve the format in which such quarterly reports are provided.

The Contractor shall also report to the Department any information necessary for the oversight of indigent defense services in Lyon County, as required and specified in the Regulations.

In no event shall the Contractor be required to provide any information that would compromise client confidentiality, prejudice the rights or defense of any Eligible Client, or violate any provision of the Nevada Rules of Professional Conduct.

VIII. INSURANCE

The Contractor will maintain adequate liability insurance, including errors and omissions coverage and general liability coverage, in policy limits of at least five hundred thousand dollars ($500,000.00) per occurrence during the term of this Agreement. The Contractor shall also maintain workers compensation insurance for its personnel as required by Nevada Law. The Contractor shall provide proof of all such insurance coverage to the Contracting Authority within thirty (30) days of the Effective Date of this Agreement. The insurance policies must be written by an insurance carrier authorized to issue the policies in the State of Nevada. The premium expense for all insurance coverage required in this Section is the sole responsibility of the Contractor.
IX. COMPENSATION

Except as otherwise expressly stated in this Section, the Contractor’s full compensation for the performance of all Representational Services and all other obligations under this Agreement shall be the sum of:

ONE MILLION AND ONE HUNDRED AND FORTY ONE THOUSAND THREE HUNDRED AND FIFTY SIX DOLLARS ($1,141,356) per Fiscal Year, paid at the rate of NINETY FIVE THOUSAND ONE HUNDRED AND THIRTEEN DOLLARS ($95,113) per month, due on or before the fifth (5th) of each month.

By way of express exception:

1. In the event the Contractor wishes to accept more than one appointment as co-counsel in a Capital Case in any Fiscal Year as is its prerogative under Section III, the Contractor shall receive one hundred twenty five dollars ($125.00) per hour for all attorney time reasonably spent providing Representational Services in such Cases. The Contractor shall submit monthly invoices to the Contracting Authority, with time entries for Representational Services rounded to the nearest one-tenth (1/10) of an hour.

2. In the event the Contractor determines it is for any reason unable to meet its obligations under this Agreement, it may submit a written application to the Contracting Authority for modification of compensation and/or workload. The application shall state, with specificity, all reasons for the Contractor’s request. Upon receipt of the application, the Contracting Authority may submit questions or requests for additional information to the Contractor, and the Contractor shall respond promptly and in good faith. The Contracting Authority may take any appropriate action to ensure its obligations to provide public defense services are met, including, without limitation, authorizing additional compensation for the Contractor, modifying the Contractor’s workload, and/or amending or terminating this Agreement, as appropriate.

3. In the event of early termination without Cause, the Contractor shall continue to receive its monthly payment of ninety five thousand one hundred and thirteen dollars ($95,113) until the end of the ninety (90) day notice period. In the event the notice period ends part way through a month, the Contractor shall receive a pro rated payment for that month. By way of example, if the notice period ends on the fifteenth (15th) day of a thirty (30) day month, the Contractor would receive one half of its monthly fee for that month (i.e., $47,556.50). The Contracting Authority shall owe no further compensation after that, except that if the Contractor must provide continued Representational Services after the end of the notice period to ensure an orderly transition of counsel, the Contractor will receive compensation at the rate of one hundred twenty five dollars ($125.00) per hour for all attorney time reasonably needed to ensure such transition. The Contractor shall submit an invoice.
for these services, with time entries rounded to the nearest one tenth (1/10) hour, after all Eligible Clients have been transitioned to other counsel.

4. In the event of early termination for Cause, the Contractor shall receive its monthly payment of ninety five thousand one hundred and thirteen dollars ($95,113) through the month in which termination occurs. The Contracting Authority shall owe no further compensation after that, except that if the Contractor must provide continued Representational Services in a subsequent month to ensure an orderly transition of counsel, the Contractor shall receive compensation at the rate of one hundred twenty five dollars ($125.00) per hour for all attorney time reasonably needed to ensure such transition. The Contractor shall submit an invoice for these services, with time entries rounded to the nearest one tenth (1/10) hour, after all Eligible Clients have been transitioned to other counsel.

The Contractor acknowledges and agrees the provisions of NRS 7.125 do not apply, and the Contractor is not entitled to any compensation or reimbursement pursuant to NRS 7.125. The compensation provided for in this Section is in lieu of the statutorily prescribed fees under NRS 7.125.

X. REIMBURSEMENT OF CASE-RELATED EXPENSES

The Contractor may secure reimbursement for Case-Related Expenses in the manner set forth under the Contracting Authority’s Plan and applicable law. All other expenses the Contractor incurs in providing Representational Services under this Agreement are the sole responsibility of the Contractor. Expenses for which the Contractor is solely responsible include, without limitation: travel and meal expenses of Contractor’s personnel; wages, benefits, or other compensation of Contractor’s personnel; costs associated with procuring office space; office supplies, technology, software, and equipment; and all other costs attendant to operating a private law practice.

XI. INDEPENDENT CONTRACTOR; PRIVATE LAW PRACTICE

This Agreement is for professional services as an independent contractor and does not create any employer/employee relationship between the Contracting Authority and the Contractor, its employees, or its affiliates. The Contracting Authority does not control the means by which the Contractor provides services. The Contracting Authority is not responsible for withholding income tax or other taxes in payments to the Contractor, procuring workers’ compensation insurance for the Contractor, or providing group insurance, retirement, and other benefits available to Lyon County employees.

The Contractor may maintain a private law practice and may engage in the private practice of law which does not conflict with its obligations under this Agreement. The Contractor agrees not to file, or represent clients in, any lawsuits against Lyon County, its officers, employees, or agents, or entities in which the Board of County Commissioners act as a governing body.

XII. ASSIGNMENT AND DELEGATION
The Contractor’s rights and obligations under this Agreement are not assignable to any other law firm or third party without the express approval of the Contracting Authority.

XIII. DEFENSE AND INDEMNIFICATION

The Contractor shall defend, indemnify, and hold harmless the Contracting Authority, its officers, agents, and employees from and against all claims, suits, or asserted damages arising from the Contractor’s provision of Representational Services under this Agreement.

XIV. ENTIRE AGREEMENT; MODIFICATIONS

This Agreement constitutes the entire agreement between the parties. This Agreement supersedes all prior agreements and understandings related to the Contractor’s appointment as Lyon County’s public defender, whether oral or written, and whether express or implied. This agreement does not supersede contracts between the County and the Contractor for public defender services for municipal courts.

This Agreement may be amended or modified only by a written modification duly executed by both parties.

XV. GOVERNING LAW; CHOICE OF FORUM

This Agreement shall be interpreted in accordance with the laws of the State of Nevada. Because both parties have participated in drafting of this Agreement, it shall not be construed against either drafter. Any action to enforce any provision in this Agreement shall be brought in the Third Judicial District Court in Lyon County, Nevada.

Agreed:

Mario R. Walther, Owner
Walther Mansfield Brock Mayo, PLLC

Date:

Dave Hockaday, Chair
Lyon County Board of Commissioners

Date:
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: June 15, 2023

Agenda Item Number: 12.1

Subject: For Possible Action: Approve a one-year contract with Capitol Reporters, Inc. and Suzanne Rowe in the total amount of $69,013.80 for court reporting services.

Recommendation:

Approve a one-year contract with Capitol Reporters, Inc. and Suzanne Rowe in the total amount of $69,013.80 for court reporting services.

Summary:

The District Court is currently using Suzanne Rowe and Kathy Terhune for court reporter services. The new contract anticipates that Suzanne Rowe will split her work with Capitol Reporters, Inc. under a combined contract, with the new contract being an increase of 2.5%. Kathy Terhune will still provide court reporter services under a separate contract.

Financial Department Comments:

This amount is included the budget for 2023-2024.

District Attorney Comments:

County Manager Comments:

Attachments:
AGREEMENT FOR COURT REPORTER SERVICES

This agreement is made by and between Lyon County, Nevada, a political subdivision of the State of Nevada, through its Board of County Commissioners, hereinafter, "County," the Third Judicial District Court, hereafter "Court", Capitol Reporters, Inc. (Capitol) and Suzanne Rowe (Rowe). It will become effective as of July 1, 2023.

RECITALS

A. County is a political subdivision of the State of Nevada and is responsible for the budget of Lyon County.

B. Court is a part of the judicial branch of the state government of the State of Nevada and is responsible for administering justice in Lyon County, Nevada. As part of that responsibility, it must provide for an accurate and timely record of the proceedings occurring in the Court.

C. Capitol Reporters is a Nevada certified court reporter firm (Firm No. 006F) which is itself duly licensed to conduct the business of court reporting in the State of Nevada. Michel Loomis (Loomis) is the President of Capitol and is the person assigned by Capitol to provide court reporting services to County and Court. She is a duly licensed court reporter in the State of Nevada (CCR No. 228). Capitol and Rowe are collectively referred to as Contractor(s)

D. Rowe is a duly licensed court reporter in the State of Nevada (CCR No. 127) to provide professional services for the accurate and timely reporting and transcription of court proceedings.

E. It is the intent of Capitol and Rowe to engage in a job sharing arrangement in which both will provide essentially equal services on behalf of a single department of Court and to equally split a full salary between Capitol and Rowe. Court has an additional contract with a certified court reporter receiving a full salary to provide full coverage to the other department of Court.

F. The services of certified court reporters is deemed to be of paramount importance to the citizens of Lyon County, Nevada; and

G. The parties hereto desire by Agreement to establish the terms by which Contractors will provide reporting and transcription services.

H. This contract is not a renewal of the contract between Court, County and Rowe. It is a new contract between Court, County and Contractors.

NOW THEREFORE in consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows:

(1)
ARTICLE I

COURT REPORTER SERVICES

1.0. Services. Contractors agree to provide Nevada-licensed court reporting services to the Court. The services Contractors will provide include, without limitation, faithfully reporting all matters required in the Third Judicial District Court and providing transcripts of any matters heard by a single department of Court upon a request for transcription or as set forth herein.

Contractors shall, without limitation:

A. Report and transcribe all criminal, juvenile, and

B. other proceedings as requested by the Court; and,

C. Report all civil matters in the Court for which a court reporter has been requested by civil litigants either by direct request to either of the Contractors or by request made through the Court, without additional cost to the County. Contractors may charge civil litigants as allowed by statute including, without limitation, per diem charges, mileage and transcription charges.

1.1. Nature of Contractual Relationship between Contractors and County/Court.

The relationship had by Contractors with the County and the Court is that of independent contractors; that no provision of this Agreement is intended to create the relationship by the County or the Court with Contractors as county employees. Contractors shall be designated as official reporters pro tem of the Third Judicial District Court. The parties specifically agree that Contractors shall be responsible for the payment of their own state or federal taxes, insurance policies, and associated premiums, retirement benefits, vacation and sick leave related benefits, or any other payment or cost required of a person engaged in the business of providing professional services, including, without limitation, licensure fees.

Neither the County or the Court will provide Contractors the withholding of any state or federal taxes, including, without limitation, federal income tax, workers' compensation coverage, group insurance available to employees of the County, contributions to the Public Employees Retirement System, accumulations of vacation leave or sick leave, or contributions for unemployment compensation.

Contractors shall be solely responsible for (1) the maintenance and repair of their own equipment or software, (2) for the cost of any service or support contracts for the use of their equipment or software and (3) for the cost of replacement of their equipment and software. Contractors shall use their best judgment as to the means and equipment and supplies best suited by which to provide reporting and transcription services. Contractors will be free from supervision of the County or the Court, within the constraints of the Court's obligation to administer justice, to the maximum extent possible in using their judgment as to how to best provide reporting and transcription services.

1.2. Licensure. For purposes of this Agreement, Contractors represents that they meet all licensing requirements within the State of Nevada. Contractors shall maintain such certifications, endorsements, or licensures as is or may be required by the State of Nevada throughout the term of this
agreement.

1.3. **Other Duties.** Contractors agree to perform such other reporting duties as may be required of them by the Court.

1.4. **Place of Assignment.** The place of performance of duties under this agreement is Lyon County, Nevada. Remote reporting of short proceedings through audio/visual means may be allowed by Court at the request of either of the Contractors. Transcription of recorded proceedings may be provided at any location convenient to Contractors.

1.5. **Best Efforts.** Contractors agrees that they will at all times faithfully, industriously, and to the best of their knowledge, experience, and talent, perform all of the duties that may be required of them under the terms of this Agreement.

1.6. **Personnel -Appointment and Qualifications.** Contractors may designate other court reporters, employees and persons as either considers necessary to carry out their responsibilities pursuant to this agreement. If either of the Contractors, on occasion, designates another court reporter to carry out reporting and transcription duties, that Contractor will ensure that such court reporter is duly licensed by the Certified Court Reporters Board of the State of Nevada to engage in reporting services. No such court reporter, employee or such other person shall be deemed an employee of the County or of the Court. The Contractor designating another court reporter shall be responsible for the payment of the per diem fee the alternate reporter would be entitled to per statute, except as set forth following. When Contractor is unavailable to provide court reporting services due to previous vacation plans or illness, Contractor will provide for the appearance of an alternate court reporter whose compensation will include the per diem allowed by statute and mileage to be paid by the County. This provision of an alternate court reporter whose compensation will be paid by the County is not to exceed two times per year for each Contractor. To the extent that transcripts are provided to the Court or other parties with the assistance of reporters hired/designated by Contractor, the fees for providing such transcripts shall be paid for by the County or other persons as required by statute.

1.7. **Provision of Office Space, Equipment, and Supplies.** Contractors shall be responsible for the provision of office space, furniture, equipment, and supplies relating to performance of services under this Agreement.

**ARTICLE II**

**Terms of Agreement**

20. **Commencement of Term.** This agreement shall commence effective the 1st day of July, 2023, and shall terminate on the 30th day of June, 2024, unless earlier terminated as provided for in section 22 below.

21. **Renewal.** Unless otherwise modified or terminated, this Agreement may be renewed for two additional one-year terms, on the same terms and conditions set forth herein. Unless cancelled in writing by the Court or either or both of the Contractors within 60 days prior to the renewal, the Agreement shall be deemed to be automatically renewed.
This Agreement and all renewals shall not exceed a total term of three (3) years in duration.

22. Early Termination. Notwithstanding any other provisions of this Agreement, the parties acknowledge and agree that Contractor(s) serve at the pleasure of the Court. Court may terminate the services of Contractors or either of them at any time and for any reason and even for no reason. Alternatively, either or both Contractors may decline to provide court reporting or transcription services pursuant to this agreement at any time and for any reason or even for no reason. The effective date of any such termination by either or both Contractors shall be sixty (60) days after either or both Contractors provides written notice of termination of this agreement to the Court. If only one Contractor provides written notice of the termination of the Agreement, the Agreement shall continue in force as to the non-terminating Contractor.

ARTICLE III

COMPENSATION

3.0 Compensation. Compensation under this Agreement shall be a salary in the amount of Sixty-nine Thousand, Thirteen Dollars and Eighty Cents ($69,013.80) total per year or Thirty-Four Thousand Five Hundred and Six Dollars and Sixty Cents ($34,506.90) per Contractor per year and is in lieu of per diem and mileage payments. Compensation hereunder shall be paid in semi-monthly installments payable to Capitol and to Rowe, with both such installment made following each regular meeting of the Board of Lyon County Commissioners. Such semi-monthly payments shall thereafter be placed in the United States mail for delivery to Capitol at 628 East John Street, No. #3, Carson City NV 89706 and to Rowe at P.O Box 503, Minden NV 89423 or to such other locations as Contractor(s) shall direct in writing delivered to County.

3.1 Compensation for Additional Terms of Service. In the event that renewal of this Agreement is made, compensation for each additional term of service shall include an increase by the amount of 2.5% per year in the amount of annual compensation noted in Section 3.0 hereof.

ARTICLE IV

PAYMENT OF OTHER COSTS

4.0. Transcript Fees. County will be responsible for the payment of costs associated with the preparation and delivery of court transcripts ordered by the Court. County agrees to the payment of fees at the rate of $4.80 per page for an original and two copies of the transcript as authorized by NRS 3.370(c). All transcripts filed in criminal and juvenile matters shall be paid by the County at this rate.

4.1. Compensation for Additional Services. Aforementioned annual compensation is based upon the requirement of one Judge/Department. There is no requirement that Contractors provide coverage for a second Judge/Department unless suitable arrangements for compensation by the primary court reporter providing coverage for the second judge/department including per diem and mileage payments are arranged and Contractor(s) are available to provide such coverage. Reporting requirements
over and above what this Agreement provides for may be invoiced separately by Contractor(s) at such
time those additional services are provided. Compensation for additional services shall not exceed the
statutory amounts for official pro tem reporter services stipulated in NRS 3.370 but at a minimum of $4.80
per page for an original and two copies of the transcript provided.

4.2. **Compensation from Civil Litigants.** Contractors shall be entitled to charge civil litigants
the fees allowed for availability to report civil cases and for transcripts and mileage as allowed by NRS 3.370.

**ARTICLE V**

**OTHER APPLICABLE CONTRACTUAL PROVISIONS**

5.0. **Paragraph Headings.** The titles to the paragraphs of this Agreement are solely for the
convenience of the Parties and shall not be used to explain, modify, simplify, or aid in the construction of
this Agreement.

5.1. **Modification.** Any modification to this Agreement must be made in writing, signed by all
Parties hereto.

5.2. **Assignability.** The provisions of this Agreement are not assignable without the consent of the
Court.

5.3. **Severability.** Each provision of this Agreement is severable from the whole. If any portion
of this Agreement is deemed to be invalid, that invalidity shall not impair the remaining provisions of this
Agreement.

5.4. **Confidentiality.** This Agreement contemplates that Contractors or other designated court
reporters will have information made known to them which is not known to the general public, nor is any
such disclosure intended to be made known to the general public. Contractors and their associated
reporters are under a duty to retain confidential information disclosed by client subject only to disclosure
as is or may be authorized by a client or by Court order, Court rule, or Statelaw.

5.5. **Indemnity.** Each Contractor agrees to indemnify and hold harmless the County, the Court,
their agents and employees, from any and all claims, causes of action, or liability arising out of a particular
Contractor’s performance of reporting duties and the provision of transcripts as contemplated by this
agreement. Neither Contractor is required to indemnify and hold harmless County, Court their agents and
employees from all claims, causes of action, or liability arising out of the other Contractor’s performance
of its duties under this Agreement.

5.6. **Entire Agreement.** This agreement embodies the whole agreement of the Parties. There are
no promises, terms, conditions, or obligations other than those contained in this Agreement. This
Agreement shall supersede all other previous communications, representations, or agreements, either verbal
or written, between the Parties.

5.7. **Notices.** Any notices, statements, or correspondence to be made hereunder shall be
addressed to parties as follows:

1. **Court:**  
   Third Judicial District Court of Nevada  
   911 Harvey Way  
   Yerington, Nevada 89447

2. **County:**  
   County Manager's Office  
   27 S. Main Street  
   Yerington, Nevada 89447

3. **Capitol**  
   C/O Michel Loomis  
   628 E. John Street No. #3  
   Carson City NV 89706

5.8.  

5.9.  

4. **Rowe**  
   P.O. Box 503  
   Minden, NV 89423

IN WITNESS OF THE ABOVE, each party to this Agreement has caused it to be executed on the date shown below:

DATED this 1\(\text{st}\) day of June 2023.

THIRD JUDICIAL DISTRICT COURT DEPARTMENT II  

By ________________________________  
Honorable Leon Aberasturi

DATED this 20 day of June 2023.

THIRD JUDICIAL DISTRICT COURT DEPARTMENT I  

By ________________________________  
Honorable John Schlegelmilch

(6)
DATED this ______ day of ______ 2023.

LYON COUNTY

By: ____________________________
    Chairman of Board of County Commissioners

DATED this 30th day of May, 2023.

MICHEL LOOMIS

DATED this 2 day of June, 2023

SUZANNE ROWE
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: June 15, 2023

Agenda Item Number: 12.m

Subject: For Possible Action: To approve a Master Services Agreement Amendment #2 to extend the end date from June 30, 2023 to June 30, 2024, for Technical Support for Development of a Conceptual County Lands Bill and On-Public Lands and Natural Resources Support, with Resource Concepts, Incorporated (RCI)

Recommendation:

Approve Master Services Agreement Amendment #2 to extend the end date from June 30, 2022 to June 30, 2023, for Technical Support for Development of a Conceptual County Lands Bill and On-Public Lands and Natural Resources Support, with Resource Concepts, Incorporated (RCI)

Summary:

The contract with RCI is set to expire on June 30, 2023, this no cost extension moves the expiration date to June 30, 2024.

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:
MASTER SERVICES AGREEMENT – AMENDMENT #2

This Agreement is entered into this 1st day of November 18, 2021, and amended on this 15th day of June, 2023, by and between Resource Concepts, Inc. (“RCI”) and Lyon County (“CLIENT”).

SECTION 1 – ON-CALL SERVICES

1.1 On-Call professional services (“SERVICES”) related to this Agreement will be performed by RCI at the request of CLIENT for a professional fee as the parties may subsequently agree. Such additional services will be attached to and made part of this Agreement by Task Order Addendums, signed and dated by both parties. The scope of services, duties and responsibilities of RCI will be described in each Task Order Addendum to be submitted to RCI by CLIENT during the term of this Agreement.

1.2 The fees for services under this Agreement will be accomplished on a “Time and Materials” basis, as described in Section 4 of this Agreement and outlined in the current RCI Fee Schedule, attached to and made a part of this Agreement.

1.3 RCI Shall not be responsible for job site safety, nor means, methods, techniques and sequences of construction.

1.4 Standard of Care - In providing services under this Agreement, RCI shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

SECTION 2 – CLIENT RESPONSIBILITIES

CLIENT shall provide the following in a timely manner to avoid delay of the performance of SERVICES:

2.1 Designate a person to act as CLIENT’s representative with respect to services to be rendered under this Agreement. Such representative shall have authority to act on CLIENT’s behalf on all matters concerning the SERVICES.

2.2 Provide to RCI all existing data, plans, reports and other information known to, in possession of, or under control of CLIENT which are relevant to the efficient execution of RCI’s duties for the SERVICES and coordinate other available data and services of others pertinent to the SERVICES. Also, provide all criteria and full information as to CLIENT’s requirements for the SERVICES, including design criteria, objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. Agree that RCI shall be entitled to rely upon all such CLIENT provided information and services of others in performing its work under this Agreement.

2.3 Compensate RCI for services performed, in accordance with Section 4 of this Agreement.

SECTION 3 – PERIOD OF SERVICE

The term of this Agreement shall be effective from November 1, 2021 through June 30, 2024 and may be extended by mutual agreement between RCI and CLIENT under the RCI Fee Schedule in effect at the time of extension. Any extensions of this Agreement or updates to the RCI Fee Schedule shall be made in writing and shall incorporate the RCI Fee Schedule then in effect by attachment. The provisions of this Agreement assume the orderly and continuous progress of the SERVICES through completion. RCI’s obligation to render SERVICES hereunder will extend for a period that may reasonably be required for the performance of RCI’s SERVICES and required extensions thereto. If specific periods of time for rendering SERVICES are set forth, or specific dates by which SERVICES are to be completed are provided in Task Order Addendums, and such dates are exceeded through no fault of RCI, all SERVICES rendered, and reimbursable expenses will be compensated in accordance with the guidelines in Section 4 of this Agreement. It is
recognized by the parties that permits and approvals based on agency time required to review SERVICES, are not within the control of RCI. RCI shall not be held liable for delays caused by factors beyond its reasonable control.

SECTION 4 – COMPENSATION

4.1 CLIENT agrees to pay RCI for SERVICES rendered hereunder, plus all reimbursable expenses, on a “Time and Materials” basis as outlined in the attached RCI Fee Schedule. Actual fees may vary based on regulatory requirements, changes in scope, timeframe or third-party costs not included in the scope of services and shall not exceed the estimate specified in Task Order Addendums by more than ten percent without CLIENT’s written authorization. **Total fees for the term of this contract shall not exceed $59,000.**

4.2 Based on the nature of an ongoing professional relationship, no retainer will be required for each Task Order Addendum.

4.3 RCI shall submit monthly progress billings of services rendered and reimbursable expenses. Payments are due upon presentation of invoice and are past due thirty (30) days from the invoice date.

- 4.3.1 Past due accounts are subject to one and one-half percent (1½%) service charge per month.
- 4.3.2 Payment on delinquent invoices will be applied to accrued interest before the principal amount.
- 4.3.3 Time and expenses incurred in collection of past due amounts (including reasonable attorney and collection fees) will be added to total due.
- 4.3.4 RCI reserves the right to cease all work if any invoice is not paid within sixty (60) days of the date of that invoice, or after giving seven (7) days’ notice to CLIENT (written or email), to suspend services under this Agreement until RCI is paid in full all amounts due for services performed, and expenses accrued, together with any finance charges.

4.4 If CLIENT objects to any portion of an invoice, CLIENT will so notify RCI in writing no more than fourteen (14) calendar days from the invoice date, identify the cause of disagreement, and pay that portion of the invoice not in dispute. RCI and the CLIENT agree to work together in resolving the CLIENT’s objection and any unpaid balance.

4.5 Should the SERVICES be formally suspended or abandoned in whole or in part, RCI shall be compensated within thirty (30) days of submittal of a final billing for all services performed prior to the date of such formal notice by the CLIENT, including all reimbursable expenses due in accordance with the RCI Fee Schedule.

SECTION 5 – COST CONTROL

In the event of any change in CLIENT’s budgetary or SERVICES requirements, or if the SERVICES are delayed, changed, or otherwise modified, RCI reserves the right to revise fees and services. CLIENT and RCI shall approve any changes to fees and SERVICES in writing and such changes shall be made part of this Agreement.

SECTION 6 – GENERAL CONSIDERATIONS

6.1 Termination - Services under this Agreement may be terminated by either party, CLIENT or RCI, with or without cause upon seven (7) days written notice (delivery by certified mail, return receipt requested) of intent to terminate. In the event of any termination, RCI will be compensated for all services rendered and reimbursable expenses accrued to the date of receipt of the notice of termination, including any termination expenses, prior to the release of any documents prepared by RCI.

6.2 Reuse of Documents - Reuse by the CLIENT of any drawings, specifications, reports, analyses, or other work products of RCI, in whole or in part, for other than the specific SERVICES covered in this Agreement, without the written permission of RCI, is not authorized by RCI and shall be at the CLIENT’s sole risk. RCI shall not be liable for, and client shall defend, indemnify and hold RCI harmless from any claims or damages arising out of any such unauthorized use by the CLIENT or by other’s actions through the CLIENT.

6.3 Insurance - RCI shall provide, pay for, and maintain in force at all times the following insurance coverages while performing services under this Agreement:
6.3.1 **Workers Compensation.** In accordance with State of Nevada statutory requirements.

6.3.2 **Professional Liability.** $1,000,000 per claim and $2,000,000 aggregate.

6.3.3 **General Liability.** $1,000,000 each occurrence, $5,000 medical expenses (any one person), and $2,000,000 general aggregate.

6.3.4 **Automobile Liability.** $1,000,000 bodily injury (per person), $1,000,000 bodily injury (per accident), and $1,000,000 property damage (per accident).

6.3.5 **Umbrella Liability.** $3,000,000 each occurrence and $3,000,000 aggregate.

6.4 **Controlling Law** - This Agreement is governed by and construed in accordance with the laws of the State of Nevada. Should either party commence litigation to enforce or rescind any provision of this Agreement, if so awarded, the prevailing party will be entitled to recover, to the extent of the non-prevailing party’s negligence, its collection costs, including reasonable attorney fees and costs, including without limitation all copy costs and expert and consultant fees and expenses, in that action and on all appeals from the other party.

6.5 **Successors, Assigns and Beneficiaries**

6.5.1 The parties hereby bind their respective partners, successors, executors, administrators, legal representatives, and, to the extent permitted by Paragraph 7.5.2, their assigns, to the terms, conditions, and covenants of this Agreement.

6.5.2 CLIENT shall not assign, sublet or transfer any rights under or interest in this Agreement (including but without limitation, monies that may become due or are due) without the written consent of RCI, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law.

6.5.3 Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent RCI from employing such independent professional associates, subcontractors, and consultants, as RCI may deem appropriate to assist in the performance of services.

6.5.4 Except as may be expressly stated otherwise in this Agreement, nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than RCI and CLIENT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of RCI and CLIENT and not for the benefit of any other party.

6.6 **Dispute Resolution** - Any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination, interpretation, or invalidity thereof (a “Dispute”) shall be resolved as follows:

6.6.1 RCI and CLIENT shall endeavor for a period of four (4) weeks from formal notice by one party to the other to resolve the Dispute by negotiation. This period may be extended by written agreement of both parties.

6.6.2 If negotiations are unsuccessful, RCI and CLIENT shall, at the request of either, attempt to mediate the Dispute before a mutually acceptable mediator in Carson City, Nevada. The mediation shall be heard within four (4) weeks of the request for mediation unless both RCI and CLIENT extend the period in writing. Each party shall bear its own costs and expenses of the mediation, including attorney fees. The fees and costs of the mediator shall be borne equally by the parties.

6.6.3 In the event the Dispute is not successfully mediated, both RCI and CLIENT agree to submit the Dispute to litigation in the court of competent jurisdiction.

6.7 **Indemnification** - RCI agrees to hold harmless and indemnify CLIENT from loss or liability, financial or otherwise, resulting from bodily injury, including death, or property damage to CLIENT’s property caused by any direct action, omission, failure to act, or negligence on the part of RCI, its employees, representatives, or subcontractors arising out of the performance of work under this Agreement by RCI; AND, CLIENT agrees to hold harmless and indemnify RCI from any loss or liability, financial or otherwise, resulting from any claim, demand, suit, action, or cause of action based on bodily injury, including death, or property damage to RCI, its employees, representatives, subcontractors, vehicles or equipment caused by any direct action, omission, failure to act, or negligence on the part of CLIENT, its employees, or representatives, or by others under the direction or supervision of CLIENT.
6.8 **Changes and Modifications** - RCI and CLIENT agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is made in writing, dated, and made a part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement.

6.9 **Licenses** - RCI shall procure and maintain all required licenses and certifications for the SERVICES to be performed.

6.10 **Severability** - In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall remain valid and binding upon both parties.

6.11 **Waiver** - One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a subsequent breach of the same.

6.12 **Conflicts of Interest** – In the event that the CLIENT requests a service that may result in a conflict of interest for RCI or one of RCI’s other clients, RCI will immediately notify the client’s designated representative, disclose the potential conflict and work through the appropriate course of action if and before a Task Order Addendum for the given service is signed and work commences.

6.13 **Extent of Agreement** - This Agreement, including all Exhibits, and any and all amendments, modifications, and supplements duly executed by the parties in accordance with this Agreement, govern and supersede any and all inconsistent or contradictory terms, prior oral or written representations or understandings, conditions, or provisions set forth in any purchase orders, requisition, request for proposal, authorization of SERVICES, notice to proceed, or other form or document issued by CLIENT with respect to the SERVICES.

IN WITNESS WHEREOF, the parties have executed this Master Services Agreement on the dates indicated below to be effective for the period of service above written.

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**Client Name:** Lyon County  
**Billing Contact Name:** Andrew Haskin  
**Title:** Interim County Manager  
**Billing Address:** 27 South Main Street  
**City:** Yerington  
**State:** NV  
**Zip:** 89447  
**Ph #:** 775 463-6531  
**Cell #:** 775 302-7088  
**Email:** jpage@lyon-county.org  

**Authorized By:**  
**Signature:**  
**Title:**  
**Date:**

[ ] Same as Client billing contact info.

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**Contact Name:** Andrew Haskin  
**Title:** Director, Community Development  
**Contact Address:** 27 South Main Street  
**City:** Yerington  
**State:** NV  
**Zip:** 89447  
**Ph #:** 775 463-6591 Ext. 1480  
**Cell #:** 775 431-3443  
**Email:** ahaskin@lyon-county.org

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**RCI Principal:**  
**Signature:**  
**Title:** Jeremy Drew, Principal  
**Date:** November 1, 2021  
**Ph #:** (775) 883-1600  
**Email:** jeremy@rci-nv.com

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**RCI Project Manager:**  
**Signature:**  
**Title:** Jeremy Drew  
**Ph #:**  
**Email:** 
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: June 15, 2023
Agenda Item Number: 12.n
Subject: For Possible Action: Approve FY24 independent contract for services with Cowgirl Cleaning to provide homemaker services to individuals within the Senior Services Case Management program.

Recommendation:
Approve FY24 independent contract for services with Cowgirl Cleaning to provide homemaker services to individuals within the Senior Services Case Management program.

Summary:
The funding for this contract is paid through a grant from Nevada’s Aging and Disability Services Division (ADSD) and matching funds allocated in the FY24 Lyon County budget. The homemaker program is a person-centered homemaker and chore assistance service provided to individuals, age 60 and older, who are unable to perform some or all of their necessary homemaker services, due to identified functional deficiencies, and because they are in need of a support system to provide essential homemaker services. Services include general cleaning and on-site mail pick up. Cowgirl Cleaning is a licensed and bonded agency that provides these services.

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:
-FY24 Cowgirl Cleaning Homemaker Services Contract
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

Cowgirl Cleaning
Phone: (775) 379-0956
(Jazelle C. Ingerson, DBA Cowgirl Cleaning, PO BOX 1071, Wadsworth, NV 89442)

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 July 1, 2023, subject to approval by the Lyon County Board of County Commission and expire on June 30, 2024, 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 default, or without cause 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 $25.00/hr, not to exceed $55,392.00. The County does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end
to a fiscal year appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of Board of County Commission appropriation may require.

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

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

9. INSPECTION & AUDIT.
   a. Books and Records. Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the County, State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes as well as Lyon County ordinances.
   b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the County Auditor, the relevant County agency or its contracted examiners, the Lyon County Comptroller, County Manager, the Lyon County District Attorney, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.
   c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in the Contract. The retention period runs from the date of payment for the relevant goods or services by the County, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. CONTRACT TERMINATION.
    a. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.
    b. State Termination for Non-appropriation. The continuation of this Contract beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Lyon County Board of County Commissioners and/or federal sources. The County may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) of termination if for any reason the County or its departments or boards funding from the Lyon County Board of County Commissioners and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
    c. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:
       i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
       ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods
or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

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

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

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

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

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

e. **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.

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 thereunto. 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: **$____0.00** 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: **$____0.00** 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 Vendor regardless of position or category.

h. **Performance Security**
   i. Amount required: **$____0.00**
   
   ii. Security may be in the form of surety bond, Certificate of Deposit or Treasury Note made payable to “Lyon County” only.
   
   iii. The security shall be deposited with the contracting State agency no later than ten (10) working days following award of the Contract to Contractor.
   
   iv. Upon successful Contract completion, the security and all interest earned, if any, shall be returned to the Contractor.

i. **General Requirements**
   i. Amount required: **$____0.00**
   
   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 achieved 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 State agency:

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

ii. **Additional Insured Endorsement**: An Additional Insured Endorsement (CG20 10 or CG20 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 a above.

iii. **Schedule of Underlying Insurance Policies**: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlayer 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 State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor’s full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State 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 State 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 State, 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 State.

21. STATE 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 State and all such materials shall be delivered into State 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 State. Notwithstanding the foregoing, the State shall have no proprietary interest in any materials licensed for use by the State 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 State 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 State for honoring such a designation. The failure to so label any document that is released by the State 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.


   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 State. 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 State 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 State Board of Examiners 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.

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

[Signature]
Independent Contractor's Signature
cowgirl Cleaning LLC

[Signature]
Date
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: June 15, 2023

Agenda Item Number: 12.0

Subject: For Possible Action: Accept an amendment to the grant award from Aging and Disability Services Division (ADSD), State of Nevada, for FY2023 Nutrition Services Incentive Program (NSIP) increasing the amount from $57,788.00 to $60,521.20.

Recommendation:

Accept an amendment to the grant award from Aging and Disability Services Division (ADSD), State of Nevada, for FY2023 Nutrition Services Incentive Program (NSIP) increasing the amount from $57,788.00 to $60,521.20.

Summary:

This is an amendment to an annual Notice of Grant Award (NGA) for the Nutrition Services Incentive Program (NSIP) funding, increasing the award amount from $57,788.00 to $60,521.20, and is utilized to offset the cost of food for meal preparation at Dayton, Fernley, Silver Springs and Yerington Senior Centers.

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:

-FY2023 Nutrition Services Incentive Program Agreement Amendment #1
Program Name: ADSD Planning, Advocacy and Community Services (PAC) Unit
Subrecipient’s Name: Lyon County
Contact Name: Laurienne Riley, LRiley@adsd.nv.gov
Contact Name: David Hockaday, County Commission Board Chair / DHockaday@lyon-county.org
Address: 3208 Goni Road, #1-181 Carson City, NV 89706
Address: 27 South Main Street Yerington, NV 89447-2571
Subaward Period: 10/1/2022 – 9/30/2023
Subaward Type: Categorical

This amendment reflects a change to:
☐ Scope of Work  ☐ Term  ☒ Budget

Reason for Amendment: Supplemental Funding

Required Changes:

Current Language: Total reimbursement through this subaward will not exceed $57,788.00. See Section C of the original subaward.
Amended Language: Total reimbursement through this subaward will not exceed $60,521.20. See attached Section C revised on 05/09/2023.

<table>
<thead>
<tr>
<th>Approved Budget Categories</th>
<th>Current Budget</th>
<th>Amended Adjustments</th>
<th>Revised Budget</th>
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</thead>
<tbody>
<tr>
<td>1. Personnel</td>
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<td>$0.00</td>
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<tr>
<td>2. Travel</td>
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<td>$0.00</td>
</tr>
<tr>
<td>3. Operating</td>
<td>$57,788.00</td>
<td>$2,733.20</td>
<td>$60,521.20</td>
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<td>4. Equipment</td>
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<td>5. Contractual/Consultant</td>
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<tr>
<td>6. Training</td>
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<td>7. Other</td>
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<td>TOTAL DIRECT COSTS</td>
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<tr>
<td>8. Indirect Costs</td>
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<td>$57,788.00</td>
<td>$2,733.20</td>
<td>$60,521.20</td>
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Incorporated Documents:
Notice of Subaward - Federal Funding Sheet
Section C: Budget and Financial Reporting Requirements

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

Authorized Subrecipient Official’s Name, Title: David Hockaday, County Commission Board Chair
-OR- Authorized Signer (Print Name and Title):
____________________________________
Signature
Date 05/10/2023

Jeffrey S. Duncan, Agency Manager
For Dena Schmidt, ADSD Administrator

06/05/2023 rev.
### Federal Award Computation

<table>
<thead>
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<th>Description</th>
<th>Amount</th>
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<td>Total Obligated by this Action</td>
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<td>Cumulative Prior Awards this Budget Period</td>
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<tr>
<td>Total Federal Funds Awarded to Date</td>
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<tr>
<td>Match Required</td>
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<tr>
<td>Total Match Amount Required</td>
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**Research and Development (R&D)**

- **Federal Budget Period**: 10/01/2022 - 09/30/2024
- **Federal Project Period**: 10/01/2022 - 09/30/2024

**FOR AGENCY USE ONLY**

#### Source of Funds

| Administration for Community Living (ACL); Older Americans Act, Nutrition Services Incentive Program (NSIP), Job# 9305323 | 95.5% | 93.053 | N/A | 2201NVOANS-03 |

**Federal Grant Award Date by Federal Agency**: 02/13/2023

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### Federal Award Computation

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<tr>
<td>Cumulative Prior Awards this Budget Period</td>
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<td>$2,733.20</td>
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<tr>
<td>Match Required</td>
<td>✔️</td>
</tr>
<tr>
<td>Total Match Amount Required</td>
<td>$0.00</td>
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**Research and Development (R&D)**

- **Federal Budget Period**: 10/01/2021 – 09/30/2023
- **Federal Project Period**: 10/01/2021 – 09/30/2023

**FOR AGENCY USE ONLY**

#### Source of Funds

| Administration for Community Living (ACL); Older Americans Act, Nutrition Services Incentive Program (NSIP), Job# 9305322 | 4.5% | 93.053 | N/A | 2201NVOANS-03 |

**Federal Grant Award Date by Federal Agency**: 09/09/2022
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-23 from the Aging and Disability Services Division (ADSD). Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department nor ADSD.

Any activities performed under this subaward shall acknowledge the funding was provided through the Department by Grant Number 11-001-57-NX-23 from Aging and Disability Services Division (ADSD).

Subrecipient agrees to adhere to the following budget:

### PROPOSED BUDGET NARRATIVE

**Nutrition Services Incentive Program (NSIP)**

<table>
<thead>
<tr>
<th>Category</th>
<th>Budget Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating</td>
<td>$60,521.20</td>
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<tr>
<td>Administrative Expenses or Federal Indirect Cost Rate (FICR)</td>
<td>N/A</td>
</tr>
<tr>
<td>TOTAL BUDGET REQUEST</td>
<td>$60,521.20</td>
</tr>
</tbody>
</table>

- 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 $60,521.20;
- Requests for Reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred;
- Additional expenditure detail will be provided upon request from the Department.

Additionally, the Subrecipient agrees to provide:

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

The Department agrees:

- Identify specific items Aging and Disability Services Division must provide or accomplish to ensure successful completion of this project, such as:
  - Providing technical assistance, upon request from the Subrecipient;
  - Providing prior approval of reports or documents to be developed;
Forwarding a report to another party, i.e. Administration for Community Living (ACL).

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

**Both parties agree:**

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

**Financial Reporting Requirements**

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

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

Meeting Date: June 15, 2023

Agenda Item Number: 12.p

Subject: For Possible Action: Accept grant award from State of Nevada Department of Health and Human Services, Division of Public and Behavioral Health, for Forensic Assessment Services Triage Team (FASTT) program, in the amount of $88,168.00 for FY2024.

Recommendation:

Accept grant award from State of Nevada Department of Health and Human Services, Division of Public and Behavioral Health, for Forensic Assessment Services Triage Team (FASTT) program, in the amount of $88,168.00 for FY2024.

Summary:

FY2024 annual grant funding that provides for the FASTT multi-disciplinary team that provides in-reach case management and supports to incarcerated individuals with services that include evidence-based behavioral health and risk/needs screening and assessments, educational groups, medical referrals, and reentry service plan development.

The outcomes of this program are to increase community safety and awareness by promoting engagement in treatment, improve quality of life, and preventing risk of arrest and re-arrest for individuals involved with the criminal justice system.

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:

-FY2024 Forensic Assessment Triage Team Notice of Grant Award
NOTICE OF SUBAWARD

Program Name: Bureau of Behavioral Health, Wellness and Prevention
Jennifer Tongol / jtongol@health.nv.gov

Subrecipient's Name: Lyon County Human Services
Forensic Assessment Services Triage Team (FASTT) Program
Shayla Holmes / sholmes@lyon-county.org

Address: 4126 Technology Way, Suite # 200
Carson City, NV 89706-2009

Address: 27 S Main St.
Yerington, Nevada 89447

Subaward Period: July 1, 2023 through June 30, 2024

Purpose of Award: To fund the Forensic Assessment Services Triage Team (FASTT) Program.

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

Approved Budget Categories:

<table>
<thead>
<tr>
<th>Category</th>
<th>Budget Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>$49,654.00</td>
</tr>
<tr>
<td>Travel</td>
<td>$0.00</td>
</tr>
<tr>
<td>Operating</td>
<td>$0.00</td>
</tr>
<tr>
<td>Equipment</td>
<td>$0.00</td>
</tr>
<tr>
<td>Contractual/Consultant</td>
<td>$31,983.00</td>
</tr>
<tr>
<td>Training</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>TOTAL DIRECT COSTS</strong></td>
<td><strong>$81,637.00</strong></td>
</tr>
<tr>
<td>Indirect Costs</td>
<td>$6,531.00</td>
</tr>
<tr>
<td><strong>TOTAL APPROVED BUDGET</strong></td>
<td><strong>$88,168.00</strong></td>
</tr>
</tbody>
</table>

Source of Funds: State Liquor Tax

% Funds: 100%

FEDERAL AWARD COMPUTATION:
Total Obligated by this Action: $ 0.00
Cumulative Prior Awards this Budget Period: $ 0.00
Total Federal Funds Awarded to Date: $ 0.00

Match Required ☐ Y ☒ N
Amount Required this Action: $ 0.00
Amount Required Prior Awards: $ 0.00
Total Match Amount Required: $ 0.00

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

Federal Budget Period: N/A
Federal Project Period: N/A

FOR AGENCY USE, ONLY

Agency Approved Indirect Rate: 10 %
Subrecipient Approved Indirect Rate: 8 %

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

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

Name: Dave Hockaday
Signature: 
Date: 
Chairman, Lyon County Board of Commissioners

Name: Shannon Bennett
Signature: 
Date: 
Health Bureau Chief

Name: for Cody Phinney
Signature: 
Date: 
Administrator, DPBH
STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD

SECTION A
GRANT CONDITIONS AND ASSURANCES

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

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

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

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

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

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

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

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

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

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


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

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

9. Certification that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. This certification is made pursuant to regulations
10. No funding associated with this grant will be used for lobbying.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Compliance with this section is acknowledged by signing the subaward cover page of this packet.
Description of Services, Scope of Work and Deliverables

Lyon County Human Services Forensic Assessment Services Triage Team (FASTT) Program, hereinafter referred to as Subrecipient, agrees to provide the following services and reports according to the identified timeframes:

**Purpose:** To provide support for the Lyon County Human Services FASTT Program.

**Brief Description of Program’s Problem Statement:** Nevada inmates are often incarcerated due to mental health in substance abuse issues and then released without supportive services to help the underlying cause of their incarceration mental illness or substance abuse disorders lacking services and an understanding of mental health has led to a problem of over incarcerated rather than effective treatment.

### Scope of Work for Lyon County Human Services FASTT Program

| Goal 1: To increase public safety by reducing recidivism through the utilization of evidence-based practices aligned with the criminogenic risk and behavior needs framework. |
|---|---|---|
| **1a) Outcome Objective:** RISK/NEED – FASTT staff is trained in evidence-based practices and best practices regarding the criminogenic risk and behavioral health needs framework, to ensure 95% of the SAPTA-funded FASTT services are prioritized for moderate- to very-high risk individuals that may have moderate to high behavioral health needs. |
| **Activities:** FASTT staff will participate in trainings, workgroups, and technical assistance activities as related to criminogenic risk and behavioral health needs framework and criminogenic model. |
| **Due Date** | **Quarterly Date** |
| Documents | Reports from July 1, 2023, to June 30, 2024 |
| **Documentation** |
| Dates of meetings/trainings attended |
| Dates of meetings/trainings facilitated: |
| Name of meetings/trainings: # |
| Total time of training |
| **Evaluation:** The ADA-compliant quarterly report will contain a summary of the trainings, workgroups, and technical assistance activities that FASTT staff participated in. |

| **1b) Outcome Objective:** Screen at least 95% of the individuals connected to FASTT for their criminogenic risk level, using an evidence based ORAS CSST screening tool. |
| **Activities:** Using an ORAS screening tool, FASTT staff will screen individuals who have been referred to the program. |
| **Due Date** | **Quarterly Date** |
| Reports from July 1, 2023, to June 30, 2024 |
| **Date report of the following:** |
| Date of referral and date of screening |
| Total number of individuals referred to FASTT |
| Total number of individuals screened including individuals screened with low and high |
| Total number of referred individuals not screened, excluded, refused, released, or other |
| **Evaluation:** An ADA-compliant quarterly report containing the documented total numbers. |
**STATE OF NEVADA**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**DIVISION OF PUBLIC & BEHAVIORAL HEALTH**  
**NOTICE OF SUBAWARD**

1c) **Outcome Objective:** Using the evidence-based Community Supervision Tool (CST), assess at least 30% of the individuals who score high-risk to reoffend on the CSST. Each assessment appointment is approximately four hours and includes jail access, assessment, transition planning, formal written referrals, transition plan coordination, facilitated hand-off, and data entry. Individuals who screened high on the CSST may not receive the CST due to eligibility, release, or inability to connect.

<table>
<thead>
<tr>
<th>Activities</th>
<th>Due Date</th>
<th>Documentation</th>
</tr>
</thead>
</table>
| Using the CST, FASTT staff will assess participants prior to exit.         | Quarterly Reports from        | • Total number of individuals assessed with CST including unique identifiers and risk level.  
|                                                                           | July 1, 2023, to June 30, 2024| • Number of moderate to high-risk individuals screened with a CSST who have not obtained a CST and received a resource sheet. |

**Evaluation:** An ADA-compliant quarterly report generated stating the total number of individuals assessed.

1d) **Outcome Objective:** Based on the CST assessment, develop an individualized, transition plan for at least 95% of the eligible individuals who score moderate to very high-risk to re-offend. Develop a transition plan based on collateral information for 95% of eligible individuals who are unable to complete the CST. Examples of individuals unable to complete CST are cognitive disabilities, language barriers, acute mental health symptoms, etc. The transition plans will be initiated in the jail, will specify the individual’s risk level and criminogenic needs, and will be designed to transition the individual into the community.

<table>
<thead>
<tr>
<th>Activities</th>
<th>Due Date</th>
<th>Documentation</th>
</tr>
</thead>
</table>
| The FASTT staff will develop transition plans with eligible participants prior to exit from jail. | Quarterly Reports from        | • Total number of transition plans completed in CMIS for moderate- to very-high risk individuals  
|                                                                           | July 1, 2023, to June 30, 2024| • Total number of individuals in a specialized caseload that could not be assessed with a CST as moderate to high risk due to inability to complete the CST, who were also provided a transition plan. |

**Evaluation:** An ADA-compliant quarterly report indicating total numbers.

1e) **Outcome Objective:** Provide service connection and case management for at least 95% of the individuals, who score moderate to **very high risk** to reoffend; as evidenced by the person’s scores on the criminogenic need domains and any responsivity indicators.

<table>
<thead>
<tr>
<th>Activities</th>
<th>Due Date</th>
<th>Documentation</th>
</tr>
</thead>
</table>
| The FASTT staff will provide participants with case management prior to their exit from jail. | Quarterly Reports from        | Total number of **moderate- to very-high risk** individuals who were provided case management, including hours spent in case management.  
|                                                                           | July 1, 2023, to June 30, 2024|                                                                              |

**Evaluation:** An ADA-compliant quarterly report with total numbers of individuals and risk type.

1f) **Outcome Objective:** FASTT staff will provide standardized, evidence-based, public-domain, curricula-based intervention groups each week that target the majority of the participants’ criminogenic needs, as determined by the CST criminogenic domains: Criminal attitudes and Behavioral Patterns; Peer Associations; Substance Use; Neighborhood problems; Family and Social Support; Education, or Employment and Financial Situation.

<table>
<thead>
<tr>
<th>Activities</th>
<th>Due Date</th>
<th>Documentation</th>
</tr>
</thead>
</table>
| FASTT staff will be trained on standardized, evidence-based curricula.     | Quarterly Reports from        | Name of evidence-based groups utilized:  
|                                                                           |                               | • Criminogenic need domain addressed (from CST domains)                        |

**Activities**

**Due Date**

**Documentation**

**Quarterly Reports from**

**July 1, 2023, to June 30, 2024**

**Subaward Packet (BAA)**

**Revised 8/22**

**Page 5 of 25**

**Agency Ref.#:** SG 26191
**Goal 1:** To provide standardized, evidence-based, curricula-based, intervention groups after training is received.

<table>
<thead>
<tr>
<th>Activities</th>
<th>Due Date</th>
<th>Documentation</th>
</tr>
</thead>
</table>
| The FASTT staff will provide services to participants based upon identified needs. | Quarterly Reports from July 1, 2023, to June 30, 2024 | • Provided list of community resources specific to criminogenic needs (low-risk people)  
• Provided harm reduction/overdose prevention resources  
• Family/medical planning (HIV testing, Hep C, pregnancy tests)  
• Contact with Medicaid outreach worker  
• Coordination with Public Defender  
• Crisis Intervention  
• Refer to FASTT case manager/CHW for assessment and case planning  
• Number of low-risk individuals screened with a CSST who have received a resource sheet  
• Number of individuals scoring low with responsivity factors that need to be assessed |

**Evaluation:** An ADA-compliant quarterly report with name of evidence-based group.

### 1g) Outcome Objective: Provide services to 95% of population connected to FASTT based on identified needs regardless of risk level

**Activities:**

- The FASTT staff will provide services to participants based upon identified needs.

**Due Date:** Quarterly Reports from July 1, 2023, to June 30, 2024

**Documentation:**

- Provided list of community resources specific to criminogenic needs (low-risk people)
- Provided harm reduction/overdose prevention resources
- Family/medical planning (HIV testing, Hep C, pregnancy tests)
- Contact with Medicaid outreach worker
- Coordination with Public Defender
- Crisis Intervention
- Refer to FASTT case manager/CHW for assessment and case planning
- Number of low-risk individuals screened with a CSST who have received a resource sheet
- Number of individuals scoring low with responsivity factors that need to be assessed

**Evaluation:** An ADA-compliant quarterly report of criminogenic details and scoring numbers.

---

**Goal 2:** To ensure individuals connected to FASTT, who are identified to have mental health needs are referred to mental health services.

### Outcome Objective 2a: At least 95% of all FASTT referrals will be screened for mental health indicators using the Brief Jail Mental Health Screen (BJMH) Screen and Columbia Suicide Severity Rating Scale

<table>
<thead>
<tr>
<th>Activities</th>
<th>Due Date</th>
<th>Documentation</th>
</tr>
</thead>
</table>
| FASTT staff will screen individuals who have been referred to the program for mental health needs using the BJMHS and CSSRS. | Quarterly Reports from July 1, 2023, to June 30, 2024 | • Total number of individuals screened using BJMH including results.  
• Total number of individuals screened using CSSRS including results.  
• Total number of individuals who were referred for a mental health assessment. |

| FASTT staff will refer individuals to a mental health provider for an assessment. | |

**Evaluation:** An ADA-compliant quarterly report with total individual numbers.

---

**Goal 3:** Increase community awareness and collaboration with community partners and service providers.

### Objective: FASTT staff will engage in at least one community outreach activity and engage in continuous collaboration with community partners and service providers.
<table>
<thead>
<tr>
<th>Activities</th>
<th>Due Date</th>
<th>Documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td>FASTT staff will engage in community outreach activities to educate community partners and service providers about FASTT</td>
<td>Quarterly Reports from July 1, 2023, to June 30, 2024</td>
<td>Number of meetings, community events, and list of organizations FASTT engaged in program education.</td>
</tr>
<tr>
<td>FASTT staff will participate in community collaboration activities to enhance transition planning</td>
<td>Quarterly Reports from July 1, 2023, to June 30, 2024</td>
<td>Number of meetings and list of organizations engaged in regarding client transition planning.</td>
</tr>
</tbody>
</table>

**Evaluation:** The ADA-compliant quarterly report will contain a summary of community engagement and list of service providers.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.
### 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 State Liquor Tax. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department.”

Any activities performed under this subaward shall acknowledge the funding was provided through the Department by State Liquor Tax.

Subrecipient agrees to adhere to the following budget:

<table>
<thead>
<tr>
<th>Position Control Number</th>
<th>Name</th>
<th>Annual Salary</th>
<th>Fringe Rate</th>
<th>% of Time</th>
<th>Months</th>
<th>Percent of Annual</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>61200</td>
<td>Shelby Patterson</td>
<td>$44,906.00</td>
<td>76.000%</td>
<td>55.000%</td>
<td>12</td>
<td>100.00%</td>
<td>$43,469</td>
</tr>
<tr>
<td>60001</td>
<td>Heather Benson</td>
<td>$90,294.00</td>
<td>37.000%</td>
<td>5.000%</td>
<td>12</td>
<td>100.00%</td>
<td>$6,185</td>
</tr>
</tbody>
</table>

**BUDGET NARRATIVE**

- Apply and adhere to Lyon County Human Services (LCHS) policies and procedures; facilitate educational groups in the jail; receive and respond to referrals for FASTT; conduct person-centered intakes and evidence based assessments; identify barriers and need with clients; provide information and referral services to clients; develop and provide clients with transition plans; coordinates and monitors service delivery with clients and service providers; provide team members with regular updates regarding existing clients; conduct additional visits to clients; implement community education and outreach plans; participate in case reviews and corresponding meetings; complete required reports; close cases as identified in policies and procedures; and ensure all referrals and required information is recorded in the designated data collection system.

- Apply and adhere to Lyon County Human Services (LCHS) policies and procedures; facilitate educational groups in the jail; receive and respond to referrals for FASTT; conduct person-centered intakes; identify barriers and need with clients; provide information and referral services to clients; develop and provide clients with case plans; coordinate and monitor service delivery with clients and service providers; provide team members with regular updates regarding existing consumers; conduct additional field visits to consumers; implement community education and outreach plans; participate in case reviews and corresponding meetings; complete required reports; close cases as identified in policies and procedures; and ensure all referrals and required information is recorded in the designated data collection system. Provide program oversight.

<table>
<thead>
<tr>
<th>Total Fringe Cost</th>
<th>$20,441</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Salary Cost:</td>
<td>$29,213</td>
</tr>
</tbody>
</table>

**Total Personnel Costs:**

- $49,654
**Name of Contractor, Subrecipient:** Healthy Communities  
**Method of Selection:** Sole Source  
**Period of Performance:** July 1, 2023 - June 30, 2024

**Scope of Work:** Community Health Worker (CHW) would conduct CSST assessments in the Lyon County Jail 5 days a week @ 6.03 hrs./day = 30.15 hrs./wk x $17/hr = $512.55/wk. plus 20% fringe = $615.06 per week x 52 weeks = $31,983. The assessments would allow for more individuals to be screened and assessed for FASTT services. CHW assists with facilitating groups, completes data entry activities, and conducts client follow-up activities for in jail and post release.

**Sole Source Justification:** Existing contractor with certified Community Health Workers.

**Budget**

<table>
<thead>
<tr>
<th></th>
<th>Personnel</th>
<th>Travel</th>
<th>Total Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$31,983</td>
<td>$0</td>
<td>$31,983</td>
</tr>
</tbody>
</table>

**Method of Accountability:**
Define - Progress and performance will be monitored by the Lyon County Adult Services Division Manager who will compare invoicing to time reporting and data collection reporting.

**TOTAL DIRECT CHARGES:** $81,637

**Indirect Charges**

<table>
<thead>
<tr>
<th></th>
<th>Indirect Rate</th>
<th>Indirect Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>8.000%</td>
<td>$6,531</td>
</tr>
</tbody>
</table>

**Indirect Methodology:** Total Direct Charges x Indirect Rate = $81,478 x 0.08 = $6,518.

**TOTAL BUDGET:** $88,168
**A. PROPOSED BUDGET SUMMARY**

<table>
<thead>
<tr>
<th>FUNDING SOURCES</th>
<th>LIQUOR BA 3255 CAT 14</th>
<th>Other Funding</th>
<th>Other Funding</th>
<th>Other Funding</th>
<th>Other Funding</th>
<th>Other Funding</th>
<th>Program Income</th>
<th>TOTAL</th>
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</thead>
<tbody>
<tr>
<td>SECURED</td>
<td></td>
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<tr>
<td>ENTER TOTAL REQUEST</td>
<td>$88,168</td>
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<td></td>
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<td></td>
<td></td>
<td>$88,168</td>
</tr>
</tbody>
</table>

**EXPENSE CATEGORY**

| EXPENSE CATEGORY |  |  |  |  |  |  |  |  |  |  |
|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Personnel        | $49,654          | $49,654          |
| Travel           | $0               | $0               |
| Operating        | $0               | $0               |
| Equipment        | $0               | $0               |
| Contractual/Consultant | $31,983        | $31,983          |
| Training         | $0               | $0               |
| Other Expenses   | $0               | $0               |
| Indirect         | $6,531           | $6,531           |

**TOTAL EXPENSE**

| EXPENSE CATEGORY |  |  |  |  |  |  |  |  |  |  |
|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| TOTAL EXPENSE    | $88,168          | $0               | $0               | $0               | $0               | $0               | $0               | $0               | $88,168          |

*These boxes should equal 0*

| EXPENSE CATEGORY |  |  |  |  |  |  |  |  |  |  |
|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Total Indirect Cost | $6,531            | Total Agency Budget | $88,168       |
|                  |                  | Percent of Subrecipient Budget | 100%           |

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

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

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

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

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

• Total reimbursement through this subaward will not exceed $88,168.00;
• Requests for Reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred;
• Copies of receipts, cell phone bills, mileage logs, and other supporting documentation upon request;
• 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. SAMHSA
• The Department reserves the right to hold reimbursement under this subaward until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the Department.

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

Financial Reporting Requirements
• A Request for Reimbursement is due on a 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.
# Request for Reimbursement

**Approved Budget Category**

<table>
<thead>
<tr>
<th>Category</th>
<th>Approved Budget</th>
<th>Total Prior Requests</th>
<th>Current Request</th>
<th>Year to Date Total</th>
<th>Budget Balance</th>
<th>Percent Expended</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Personnel</td>
<td>$49,654.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$49,654.00</td>
<td>0.0%</td>
</tr>
<tr>
<td>2. Travel</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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</tr>
<tr>
<td>3. Operating</td>
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<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<td>-</td>
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<tr>
<td>4. Equipment</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>5. Contractual/Consultant</td>
<td>$31,983.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$31,983.00</td>
<td>0.0%</td>
</tr>
<tr>
<td>6. Training</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>7. Other</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>-</td>
</tr>
<tr>
<td>8. Indirect</td>
<td>$6,531.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$6,531.00</td>
<td>0.0%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$88,168.00</strong></td>
<td><strong>$0.00</strong></td>
<td><strong>$0.00</strong></td>
<td><strong>$0.00</strong></td>
<td><strong>$88,168.00</strong></td>
<td><strong>0.0%</strong></td>
</tr>
</tbody>
</table>

**MATCH REPORTING**

<table>
<thead>
<tr>
<th>Month(s)</th>
<th>Calendar year</th>
</tr>
</thead>
<tbody>
<tr>
<td>INSERT MONTH/QUARTER</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

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

Authorized Signature: __________________________
Title: __________________________
Date: __________________________

FOR Department USE ONLY

Is program contact required? _____ Yes _____ No
Contact Person: __________________________
Reason for contact: __________________________
Fiscal review/approval date: __________________________
Scope of Work review/approval date: __________________________
Chief (as required): __________________________
Date: __________________________
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? 
   - [X] YES  
   - [ ] NO

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

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

5. How often is your organization audited? 
   - Annually

6. When was your last audit performed? 
   - November 2022

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

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

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

<p>| | |</p>
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<thead>
<tr>
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<tbody>
<tr>
<td>YES</td>
<td>☐ If “YES”, list the names of any current or former employees of the State and the services that each person will perform.</td>
</tr>
<tr>
<td>NO</td>
<td>☒ 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.</td>
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<table>
<thead>
<tr>
<th>Name</th>
<th>Services</th>
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Subrecipient agrees that any employees listed cannot perform work until approval has been given from the Department.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.
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 Forensic Assessment Services Triage Team (FASTT) Program

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.


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.
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 agreement or Addendum, available to the Covered Entity, at no cost

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(i) 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 with respect to the Business Active or any entity with which the Business Associate has an agreement to provide services. The Covered Entity must be notified of 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 17933 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 that occurred 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 design 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)(i)(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 use or disclose protected health information only as permitted or required by law or by agreement as required by the Covered Entity, its administrators or workforce members, 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.

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 to 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 requested 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 in a manner that is consistent with all the restrictions that the Covered Entity may have made in accordance with 45 CFR 164.522 and 42 USC 17935. The Covered Entity shall promptly affirm or challenge these conditions and provide the Business Associate with a copy of the Covered Entity’s decision to the Covered Entity and any person or organization to whom the Covered Entity has disclosed 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 this 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 in accordance with applicable laws and regulations and the HIPAA 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

PROGRAM REQUIREMENTS

In addition to the Division of Public and Behavioral Health Subaward Grant Assurances, the subrecipient and all organizations or individuals to whom the sub-grantee passes through funding must be in compliance with all applicable rules, federal and state laws, regulations, requirements, guidelines, and policies and procedures. The terms and conditions of this State subaward flow down to the subrecipient’s pass through entities unless a particular section specifically indicates otherwise.

GENERAL REQUIREMENTS

Applicability: This section is applicable to all subrecipients who receive finding from the Division of Public and Behavioral Health through the Bureau of Behavioral Health Wellness and Prevention (BBHWP). The subrecipient agrees to abide by and remain in compliance with the following:

1. 2 CFR 200 -Uniform Requirements, Cost Principles and Audit Requirements for Federal Awards
2. 45 CFR 96 - Block Grants as it applies to the subrecipient and per Division policy.
3. 42 CFR 54 and 42 CFR 54A Charitable Choice Regulations Applicable to States Receiving Substance Abuse Prevention & Treatment Block Grants and/or Projects for Assistance in Transition from Homelessness Grants
4. NRS 218G - Legislative Audits
5. NRS 456 - Abuse of Alcohol & Drugs
6. NRS 616 A through D Industrial Insurance
7. GAAP – [Generally Accepted Accounting Principles] and/or GAGAS [Generally Accepted Government Auditing Standards]
9. The Division of Public and Behavioral Health, BBHWP policies and guidelines.
10. State Licensure and certification
    a. The subrecipient is required to be in compliance with all State licensure and/or certification requirements.
    b. The subrecipient’s certification must be current and fees paid prior to release of certificate in order to receive funding from the Division. Subawards cannot be issued unless certifications are current.
11. The Subgrantee shall carry and maintain commercial general liability coverage for bodily injury and property damage as provided for by NRS 41.038 and NRS 334.060. In addition, Subgrantee shall maintain coverage for its employees in accordance with NRS Chapter 616A. The parties acknowledge that Subgrantee has adopted a self-insurance program with liability coverage up to $2,000,000 and has excess liability coverage up to $20,000,000 for bodily injury (automobile and general liability), property damage (automobile and general liability), professional liability, and personal injury liability. The parties further acknowledge that Subgrantee is self-insured for workers’ compensation liability. Subgrantee warrants that its participation in the plan is in full force and effect and that there have been no material modifications thereof. If, at any time, Subgrantee is no longer a participant in the self-insurance program, then Subgrantee shall immediately become a participant in a comparable self-insurance program or immediately obtain a policy of commercial insurance. The parties acknowledge that any Subgrantee liability is limited by NRS 41.0305 through NRS 41.035.
12. The subrecipient shall provide proof of workers’ compensation insurance as required by Chapters 616A through 616D inclusive Nevada Revised Statutes at the time of their certification.
13. The subrecipient agrees to be a “tobacco, alcohol, and other drug free” environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed.
14. The subrecipient will report within 24 hours the occurrence of an incident, following Division policy, which may cause imminent danger to the health or safety of the clients, participants, staff of the program, or a visitor to the program, per NAC 458.153 3(e).
15. The subrecipient shall maintain a Central Repository for Nevada Records of Criminal History and FBI background checks every 3 to 5 years were conducted on all staff, volunteers, and consultants occupying clinical and supportive roles, if the subrecipient serves minors with funds awarded through this subaward.
16. Application to 2-1-1
    a. As of October 1, 2017, the Sub-grantee will be required to submit an application to register with the Nevada 2-1-1 system.
17. The subrecipient agrees to cooperate fully with all BBHWP sponsored studies including, but not limited to, utilization management reviews, program compliance monitoring, reporting requirements, complaint investigations, and evaluation studies.

18. The subrecipient must be enrolled in System Award Management (SAM) as required by the Federal Funding Accountability and Transparency Act.

19. The subrecipient acknowledges that to better address the needs of Nevada, funds identified in this subaward may be reallocated if ANY terms of the sub-grant are not met, including failure to meet the scope of work. The BBHWP may reallocate funds to other programs to ensure that gaps in service are addressed.

20. The subrecipient acknowledges that if the scope of work is NOT being met, the subrecipient will be provided an opportunity to develop an action plan on how the scope of work will be met and technical assistance will be provided by BBHWP staff or specified subcontractor. The subrecipient will have 60 days to improve the scope of work and carry out the approved action plan. If performance has not improved, BBHWP will provide written notice identifying the reduction of funds and the necessary steps.

21. The subrecipient will NOT expend BBHWP funds, including Federal Substance Abuse Prevention and Treatment and Community Mental Health Services Block Grant Funds for any of the following purposes:
   a. To purchase or improve land: purchase, construct, or permanently improve, other than minor remodeling, any building or other facility; or purchase major medical equipment.
   b. To purchase equipment over $2,000 without approval from the Division.
   c. To satisfy any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds.
   d. To provide in-patient hospital services.
   e. To make payments to intended recipients of health services.
   f. To provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstrated needle exchange program would be effective in reducing drug abuse and there is no substantial risk that the public will become infected with the etiologic agent for AIDS.
   g. To provide treatment services in penal or correctional institutions of the State.

22. Failure to meet any condition listed within the subaward award may result in withholding reimbursement payments, disqualification of future funding, and/or termination of current funding.

Audit Requirements

The following program Audit Requirements are for non-federal entities who do not meet the single audit requirement of 2 CFR Part 200, Subpart F-Audit requirements:

23. Subrecipients of the program who expend less than $750,000 during the non-federal entity's fiscal year in federal and state awards are required to report all organizational fiscal activities annually in the form of a Year-End Financial Report.

24. Subrecipients of the program who expend $750,000 or more during the fiscal year in federal and state awards are required to have a Limited Scope Audit (Agreed Upon Procedures Audit) conducted for that year. The Limited Scope Audit (Agree Upon Procedures Audit) must be for the same organizational unit and fiscal year that meets the requirements of the Division Audit policy.

Year-End Financial Report

25. The non-federal entity must prepare financial statements that reflect its financial position, results of operations or changes in net assets, and, where appropriate, cash flows for the fiscal year.

26. The non-federal entity financial statements may also include departments, agencies, and other organizational units.

27. Year-End Financial Report must be signed by the CEO or Chairman of the Board.

28. The Year-End Financial Report must identify all organizational revenues and expenditures by funding source and show any balance forward onto the new fiscal year as applicable.

29. The Year-End Financial Report must include a schedule of expenditures of federal and State awards. At a minimum, the schedule must:
   a. List individual federal and State programs by agency and provide the applicable federal agency name.
   b. Include the name of the pass-through entity (State Program).
   c. Must identify the CFDA number as applicable to the federal awards or other identifying number when the CFDA information is not available.
   d. Include the total amount provided to the non-federal entity from each federal and State program.
30. The Year-End Financial Report must be submitted to the Division 90 days after fiscal year end at the following address.

Nevada State Division of Public and Behavioral Health
Bureau of Behavioral Health Wellness and Prevention
Attn: Contract Unit
4150 Technology Way, Third Floor Carson City, NV 89706

Limited Scope Audits (Agreed Upon Procedures Audit)

31. The auditor must:
   a. Perform an audit of the financial statement(s) for the federal program in accordance with GAGAS;
   b. Obtain an understanding of internal controls and perform tests of internal controls over the federal program consistent with the requirements for a federal program;
   c. Perform procedures to determine whether the auditee has complied with federal and State statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on the federal program consistent with the requirements of federal program;
   d. Follow up on prior audit findings, perform procedures to assess the reasonableness of the summary schedule of prior audit findings prepared by the auditee in accordance with the requirements of 2 CFR Part 200, §200.511 Audit findings follow-up, and report, as a current year audit finding, when the auditor concludes that the summary schedule of prior audit findings materially misrepresents the status of any prior audit finding;
   e. And, report any audit findings consistent with the requirements of 2 CFR Part 200, §200.516 Audit findings.

32. The auditor's report(s) may be in the form of either combined or separate reports and may be organized differently from the manner presented in this section.

33. The auditor's report(s) must state that the audit was conducted in accordance with this part and include the following:
   a. An opinion as to whether the financial statement(s) of the federal program is presented fairly in all material respects in accordance with the stated accounting policies;
   b. A report on internal control related to the federal program, which must describe the scope of testing of internal control and the results of the tests;
   c. A report on compliance which includes an opinion as to whether the auditee complied with laws, regulations, and the terms and conditions of the awards which could have a direct and material effect on the program; and
   d. A schedule of findings and questioned costs for the federal program that includes a summary of the auditor's results relative to the federal program in a format consistent with 2 CFR Part 200, §200.515 Audit reporting, paragraph (d)(1), and findings and questioned costs consistent with the requirements of 2 CFR Part 200, §200.515 Audit reporting, paragraph (d)(3).

34. The Limited Scope Audit (Agree Upon Procedures Audit) Report must be submitted to the Division within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day. The Audit Report must be sent to:

Nevada State Division of Public and Behavioral Health
Bureau of Behavioral Health Wellness and Prevention
Attn: Management Oversight Team
4126 Technology Way, Second Floor Carson City, NV 89706

Amendments

35. The Division of Public and Behavioral Health policy is to allow no more than 10% flexibility within the approved Scope of Work budget line items. Notification of such modifications must be communicated in writing to the BBHWP through the assigned analyst prior to submitting any request for reimbursement for the period in which the modification affects. Notification may be made via email.

36. For any budgetary changes that are in excess of 10 percent of the total award, an official amendment is required. Requests for such amendments must be made to BBHWP in writing.

37. Any expenses that are incurred in relation to a budgetary amendment without prior approval are unallowable.

38. Any significant changes to the scope of work over the course of the budget period will require an amendment. The assigned program analyst can provide guidance and approve all scope of work amendments.

39. The subrecipient acknowledges that requests to revise the approved subaward must be made in writing using the appropriate forms and provide sufficient narrative detail to determine justification.

40. Final changes to the approved subaward that will result in an amendment must be received 60 days prior to the end of the subaward period (no later than April 30 for State funded grants and July 31 for federal funded grants). Amendment requests received after the 60-day deadline will be denied.
Remedies for Noncompliance

41. The Division reserves the right to hold reimbursement under this subaward until any delinquent requests, forms, reports, and expenditure documentation are submitted to and approved by the Division.

SUBSTANCE USE TREATMENT SERVICES

Applicability
This section applies to all sub-grants that support direct services to persons being treated for substance use.

1. The subrecipient, as applicable, if identifying as Faith-Based Organizations must comply with 42 USC § 300x-65 and 42 CFR part 54 (42 CFR §§ 54.8(c)(4) and 54.8(b)), Charitable Choice provisions and regulations.
   a. The subrecipient must post a notice to advise all clients and potential clients that if the client objects to the religious character of the Sub-grantee’s organization as applicable.
   b. The client has the right to be referred to another Division-funded provider that is not faith-based or that has a different religious orientation.

2. Priority Groups – The subrecipient agrees to prioritize and expedite access to appropriate treatment, except for Civil Protective Custody Services, for priority populations in the following order:
   a. Pregnant injecting drug users;
   b. Pregnant substance abusers;
   c. Injection drug users;
   d. Substance using females with dependent children and their families, including females who are attempting to regain custody of their children; and
   e. All others.

3. The subrecipient agrees to report within 24 hours to the Bureau of Behavioral Health Wellness and Prevention when any level of service reaches 90 percent capacity or greater in accord with the Division’s Wait List and Capacity Management policy.

4. A subrecipient who provides residential services agrees to report bed capacity in the HavBed system or a successor system for residential services daily in accord with the Division’s Wait List and Capacity Management policy.

5. Programs will make continuing education in alcohol and other drug treatment available to all employees who provide services.

6. The subrecipient must post a notice, where clients, visitors, and persons requesting services may easily view it, that no persons may be denied services due to inability to pay. This notice may stipulate that the organization is authorized to deny services to those who are able to pay but refuse to do so.

7. The subrecipient is required to implement the National Institute of Drug Abuse (NIDA) 13 principles of treatment.

8. The subrecipient is required to participate, if selected to be reviewed by the Nevada Alliance for Addictive Disorders, Advocacy, Prevention and Treatment Services (AADAPTS) annual peer review process.

Capacity of Treatment for Intravenous Substance Abusers

9. A subrecipient must admit an individual who requests and needs treatment for intravenous drug use to a treatment program. If unable to provide services, the subrecipient must contact the BBHWP according to the Division’s Capacity Management and Wait List policy.

10. The subrecipient who treats persons who inject drugs agrees to carry out activities to encourage individuals in need of treatment for injection drug use to undergo such treatment. The subrecipient must use outreach models that are scientifically sound or an alternate outreach method that is reasonably expected to be effective and has been approved by the BBHWP. All outreach activities will be reported to the Division quarterly. The model shall require that outreach efforts include the following at a minimum:
   a. Selecting, training and supervising outreach workers;
   b. Contacting, communicating and following-up with high risk substance abusers, their associates, and neighborhood residents, within the constraints of Federal and State confidentiality requirements, including 42 CFR part 2;
   c. Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV;
   d. Recommend steps that can be taken to ensure that HIV transmission does not occur; and
STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD

11. All subrecipients who treat women agree to provide immediate comprehensive treatment services to pregnant women, or if the sub-grantee is unable to do so, the sub-grantee must immediately contact the Bureau of Behavioral Health Wellness and Prevention in accord to the Division's Capacity Management and Wait List policy.

12. Subrecipients who do not treat women and who receive a request for treatment services from a pregnant woman must provide a referral to an appropriate treatment provider within 48 hours of the request for services and must immediately notify the Bureau of Behavioral Health Wellness and Prevention of the need for such services.

13. Subrecipients who provide services to women agree to publicize the availability of services to women in priority populations and the admission priority granted to pregnant women. The publication of services for women in priority populations may be achieved by means of street outreach programs, ongoing public service announcements, regular advertisements, posters placed in target areas, and frequent notification of availability of such treatment services distributed to the network of community based organizations, health care providers, and social services agencies.

Records

14. All subrecipients will have in effect a system to protect from inappropriate disclosure of client records, compliant with all applicable State and federal laws and regulations, including 42 CFR, Part 2.

15. The system to protect confidentiality shall include, but not be limited to, the following provisions:
   a. Employee education about the confidentiality requirements, to be provided annually;
   b. Informing employees of the fact that disciplinary action may occur upon inappropriate disclosure.

Reporting

16. The subrecipient is required to submit monthly Treatment Episode Data Set (TEDS) admissions files and TEDS discharges files in accordance with current block grant requirements. The subrecipient is also required to submit any other reporting as defined and requested by the BBHWP.

17. The subrecipient agrees to participate in reporting all required data and information through the authorized BBHWP data reporting system and to the evaluation team as required; or, if applicable, another qualified Electronic Health Record (EHR) reporting system.

Fee for Service requirements

18. Subrecipients that have been awarded a fee for service subaward must comply with the Division's Utilization Management policy and the following billing and eligibility rules for claims processing.
   a. The service must be delivered at a Division certified facility.
   b. The certifications must cover the service levels under which the qualified service was delivered.
   c. The service must be provided by an appropriately licensed/certified staff member.
   d. The service delivered must be a Division qualified service which is NOT reimbursable by Medicaid or other third-party insurance carrier.
   e. The rate of reimbursement will be based on the Division approved rates (available upon request).
   f. The subrecipient agrees to accept the Division reimbursement rate as full payment for any program eligible services provided.
   g. The subrecipient is responsible for ensuring that all third-party liabilities are billed and collected from the third-party payers and are NOT billed to the Division.
   h. Division funds will NOT be used to fund the services for self-pay clients or clients who elect not to use their insurance coverages. This includes clients that elect not sign up for insurance under the ACA [Affordable Care Act] or clients that have existing insurance and choose not to use their insurance for treatment services. In certain circumstances and upon written request to the Division, some services may be covered if an undue barrier to treatment exists.
   i. Division funds will NOT be used to reimburse Medicare claims.
   j. Division funds will NOT be used to reimburse claims for which the client is pending eligible for insurance coverage.
   k. Division funds will NOT be used to reimburse for claims denied by Medicaid or other insurance carriers unless the claim was denied as "not a covered benefit".
      a. Claims denied as "not a covered benefit" and billed to the Division must have the accompanying denial attached in order to guarantee payment.
   l. Division funds will NOT be used to cover any unpaid costs that Medicaid and/or other insurance carriers may not reimburse (i.e., copayments, deductibles).
   m. The subrecipient agrees to use Division funds as the “payer of last resort” for all services provided to clients. If an undue barrier to treatment exists, a written request to the Division may be submitted for review and some services may be covered upon written permission from the Division.
19. The subrecipient must establish policies, procedures, and the systems for eligibility determination, billing, and collection to:
   a. Ensure that all eligible clients are insured and/or enrolled in Medicaid in accord with the ACA;
   b. Collect reimbursement for the costs of providing such services to persons who are entitled to insurance benefits under the Social Security Act, including programs under Title XVIII and Title XIX, any State compensation program, any other public assistance program for medical assistance, any grant program, any private health insurance, or any other benefit program; and secure from client’s payment for services in accordance with their ability to pay; and
   c. Prohibits billing the Division for a service that is covered by Medicaid or any other insurance carrier. In certain circumstances and upon written request to the Division, some services may be covered if an undue barrier to treatment exists.

**Billing the Division**

**Fee-for-service only:**

20. The subrecipient agrees to submit a monthly billing invoice, along with back-up documentation via the Secure File Transfer Protocol (SFTP) site to the Division; the Sub-grantee agrees to notify the treatment analyst once the invoice has been posted to the SFTP site.

21. Upon official written notification from the BBHWP, prior authorizations will be required for all residential and transitional housing services being billed to the Division.

22. The subrecipient agrees to include an explanation of benefits for all charges requested for services that have been denied by Medicaid or any other third-party payer due to non-coverage of that benefit.

23. The subrecipient understands that charges greater than 90 days from the date of service will be considered stale dated and may not be paid.

24. The subrecipient understands that quarterly Medicaid audits will be conducted by Division and recouping of funds may occur.

25. The subrecipient understands that they are required to produce an invoice that breaks out the total number of services provided by level of care and CPT or HCPCS code. The invoice must, at a minimum meet the following conditions.
   a. The invoice must contain, company information (Name, address, City, State and Zip), Date, unique Invoice #, vendor #, PA or HD#.
   b. The invoice must contain contact name, phone number, e-mail and identify the invoice period.
   c. The invoice must contain: Billed To: The Division of Public and Behavioral Health, Bureau of Behavioral Health Wellness and Prevention, 4126 Technology Way, Suite 200, Carson City, NV 89706.
   d. The invoice must show the total number of services by CPT or HCPS code, the rate being charged, the total amount charged to that CPT or HCPS code line and summarize the totals by level of care.
   e. The invoice must also show the total number of services provided, the total number of unique clients served for the invoice and the total amount charged to the invoice.
   f. The invoice must be signed and dated by the organizations fiscal officer and include the following certification, "By submitting this invoice, we certify that all billing is correct and no Medicaid or other insurance eligible services have been charged to this invoice."

**PREVENTION SERVICES**

**Applicability**

This section is only applicable to primary prevention coalitions and programs.

1. The subrecipient will implement the Center for Substance Abuse Prevention’s (CSAP) Strategic Prevention Framework Planning Process.

2. If the subrecipient is a certified prevention coalition, it will solicit representatives from local substance abuse prevention programs and treatment providers to become coalition members and assist with efforts to implement the CSAP’s Strategic Prevention Framework Planning Process.

3. The subrecipient representatives are required to attend prevention training listed below as applicable to provide prevention services:
   a. All fulltime staff must annually complete a minimum of twenty (20) hours of prevention training.
   b. All part-time staff must annually complete a minimum for ten (10) hours of prevention training.
   c. Participate in the implementation of evidence-based prevention programs, strategies, policies, and practices, and use the Prevention Program Operating and Access Standards as the basis for program, workforce, and agency development.

4. The subrecipient must use funding on the primary prevention priorities per funding source;
Substance Abuse Block Grant (SABG)
A. This funding source represents the 20% set-aside from SABG which is required by statute (45 CFR 96.125) to be used exclusively for primary prevention. By law, it may only be directed at individuals not identified to need substance use treatment and must be used to fund evidence-based strategies that have a positive impact on the prevention of substance use. Activities that cross over into the ‘intervention’ realm are not allowed in this funding. While many evidence-based prevention strategies for substance abuse also have a positive impact on other health and social outcomes, the primary purpose and focus of activities must be on substance misuse prevention.

B. The SABG statute (45 CFR 96.125) requires a comprehensive primary prevention program that includes activities and services provided in a variety of settings. The program must target both the general population and sub-groups that are at high risk for substance misuse. The program must include some or all of the following six strategies: Community-based process, Environmental, Information dissemination, Education, Alternatives, and Problem identification and referral.

C. The state is required to ensure that all strategies and IOM Classifications are implemented in Nevada. This may have an impact during the selection process.

REQUESTS FOR REIMBURSEMENTS (All non-fee-for-service subawards):

1. A Request for Reimbursement is due, at a minimum, on a monthly basis, based on the terms of the sub-grant agreement, no later than the 15th of the month. If there has been no fiscal activity in a given month, a Request for Reimbursement claiming zero dollars is required to be submitted for the month.

2. Reimbursement is based on actual expenditures incurred during the period being reported. All request for reimbursements must be to the exact penny and not rounded up to the nearest dollar.

3. Requests for advance of payment will not be considered or allowed by the Division.

4. Reimbursement must be submitted with all Division required supporting back up documentation. The Division has the authority to ask for additional supporting documentation at any time and the information must be provided to Division staff within 10 business days of the request.

5. Payment will not be processed without all programmatic reporting being current.

6. Reimbursement may only be claimed for allowable expenditures approved within the sub-grant award.

7. The subrecipient is required to submit a complete financial accounting of all expenditures to the Division within 30 days of the CLOSE OF THE SUBAWARD PERIOD. All remaining balances of a federally funded sub-grant revert back to the Division 30 days after the close of the subaward period.

8. The Request for Reimbursement to close the State Fiscal Year (SFY) is due at a minimum of 25 days after the close of the SFY which occurs on June 30. All remaining balances of the State funded subawards revert back to the State after the close of the SFY.

9. The subrecipient must retain copies of approved travel requests and claims, consultant invoices, payroll register indicating title, receipts for goods purchased, and any other relevant source documentation in support of reimbursement requests for a period of three years from the date of submission of the State’s final financial expenditure report submitted to the governing federal agency.

The subrecipient agrees that any failure to meet any of the conditions listed within the above Program Requirements may result in the withholding of reimbursement for payment, termination of current contract and/or the disqualification of future funding.

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: June 15, 2023
Agenda Item Number: 12.q

Subject: For Possible Action: Approve a second grant award amendment from the State of Nevada, Department of Health and Human Services, extending the termination of the Health Disparities grant contract from May 31, 2023 to May 31, 2024.

Recommendation:
Approve a second grant award amendment from the State of Nevada, Department of Health and Human Services, extending the termination of the Health Disparities grant contract from May 31, 2023 to May 31, 2024.

Summary:
This grant award is to provide services to medically underserved, including racial and ethnic minority groups and people living in rural communities who are at higher risk of exposure, infection, hospitalization, and mortality. The goal is to address the COVID-19 health disparity as well as for future emergencies.
This amendment will change the contract termination date from May 31, 2023 to May 31, 2024.

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:
FY2022-2023 CDC Health Disparities Grant Amendment 2
## SUBAWARD AMENDMENT #2

**Program Name:** DHHS, Grants Management Unit  
Michelle McNeely, mmcneely@dhhs.nv.gov  

**Subrecipient Name:** Lyon County Human Services FRC  
Shayla Holmes, sholmes@lyon-county.org

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

**Address:**  
PO Box 980  
Virginia City, NV 89440

**Subaward Period:**  
10/01/2021 through 05/31/2024

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

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<th>This amendment reflects a change to:</th>
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<td>☐ Scope of Work</td>
<td>☒ Term</td>
<td>☐ Budget</td>
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**Reason for Amendment:** To provide accurate reimbursement under appropriate categories.

**Required Changes:**

**Current Language:** Total reimbursement through this subaward will not exceed $65,135.00.

**Amended Language:** Total reimbursement through this subaward will not exceed $65,135.00. Change in performance period for no-cost extension through 05/31/2024.

<table>
<thead>
<tr>
<th>Approved Budget Categories</th>
<th>Current Budget</th>
<th>Amended Adjustments</th>
<th>Revised Budget</th>
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</tr>
<tr>
<td>5.  Contractual/Consultant</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>6.  Training</td>
<td>$13,462.00</td>
<td>$0.00</td>
<td>$13,462.00</td>
</tr>
<tr>
<td>7.  Other</td>
<td>$51,673.00</td>
<td>$0.00</td>
<td>$51,673.00</td>
</tr>
<tr>
<td><strong>TOTAL DIRECT COSTS</strong></td>
<td><strong>$65,135.00</strong></td>
<td><strong>$0.00</strong></td>
<td><strong>$65,135.00</strong></td>
</tr>
<tr>
<td>8.  Indirect Costs</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>TOTAL APPROVED BUDGET</strong></td>
<td><strong>$65,135.00</strong></td>
<td><strong>$0.00</strong></td>
<td><strong>$65,135.00</strong></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

David Hockaday, Chairman  
Lyon County Board of Commissioners

Erika Pond, Social Services Chief  
Grants Management Unit

Marla McDade Williams for Richard Whitley, Director  
Department of Health and Human Services

---

**Approved**  
T. Beauregard  
05.23.2023
Meeting Date: June 15, 2023

Agenda Item Number: 12.r

Subject: For Possible Action: Accept grant award from State of Nevada Department of Health and Human Services, Division of Public and Behavioral Health, for FY2024 Mobile Outreach Safety Team (MOST) programs, in the amount of $136,104.00.

Recommendation:
Accept grant award from State of Nevada Department of Health and Human Services, Division of Public and Behavioral Health, for FY2024 Mobile Outreach Safety Team (MOST) programs, in the amount of $136,104.00.

Summary:
Annual grant funds to provide for the MOST team case manager and clinician. MOST is a jail and hospital diversion program where public safety personnel, behavioral health clinician, and case managers work in collaboration to address the behavioral health needs of people involved in, or at risk of involvement in, the criminal justice system.
The MOST program is designed to divert individuals experiencing behavioral health issues and other crises, away from criminal justice systems and emergency rooms, and into appropriate community-based services and supports.

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:
FY2024 Mobile Outreach Street Team Notice of Grant Award
NOTICE OF SUBAWARD

Program Name: Bureau of Behavioral Health, Wellness and Prevention
Jennifer Tongol / jtongol@health.nv.gov

Subrecipient’s Name: Lyon County Human Services
Mobile Outreach Safety Team (MOST) Program
Shayla Holmes / sholmes@lyon-county.org

Address: 27 S Main St.
Yerington, Nevada 89447

Subaward Period: July 1, 2023 through June 30, 2024

Subaward Period: ☐ Statewide ☒ Specific county or counties: Lyon

Purpose of Award: To fund the Mobile Outreach Safety Team (MOST) Program.

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

Approved Budget Categories:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>$48,116.00</td>
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<tr>
<td>Travel</td>
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<tr>
<td>Operating</td>
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<tr>
<td>Equipment</td>
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<td>Contractual/Consultant</td>
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<tr>
<td>Training</td>
<td>$1,650.00</td>
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<tr>
<td>Other</td>
<td>$0.00</td>
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<tr>
<td>TOTAL DIRECT COSTS</td>
<td>$136,104.00</td>
</tr>
</tbody>
</table>

TOTAL APPROVED BUDGET $136,104.00

FEDERAL AWARD COMPUTATION:

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

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

Federal Budget Period: N/A

Federal Project Period: N/A

FOR AGENCY USE, ONLY

Source of Funds:

- State Liquor Tax: 100 %
- % Funds: N/A
- CFDA: N/A
- FAIN: N/A
- Federal Grant #: N/A

Agency Approved Indirect Rate: 1.6 %

Subrecipient Approved Indirect Rate: 0 %

Terms and Conditions:

In accepting these grant funds, it is understood that:

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

Incorporated Documents:

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

Name | Signature | Date
--- | --- | ---
Dave Hockaday |  |  
Chairman, Lyon County Board of Commissioners

Shannon Bennett |  |  
Health Bureau Chief

for Cody Phinney |  |  
Administrator, DPBH
STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD

SECTION A
GRANT CONDITIONS AND ASSURANCES

General Conditions

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

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

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

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

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

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

Grant Assurances

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

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

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

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

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

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


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

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

9. Certification that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. This certification is made pursuant to regulations...
STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD


10. No funding associated with this grant will be used for lobbying.
11. Disclosure of any existing or potential conflicts of interest relative to the performance of services resulting from this grant award.
12. Provision of a work environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed.
13. An organization receiving grant funds through the Department of Health and Human Services shall not use grant funds for any activity related to the following:
   - Any attempt to influence the outcome of any federal, state or local election, referendum, initiative or similar procedure, through in-kind or cash contributions, endorsements, publicity or a similar activity.
   - Establishing, administering, contributing to or paying the expenses of a political party, campaign, political action committee or other organization established for the purpose of influencing the outcome of an election, referendum, initiative or similar procedure.
   - Any attempt to influence:
     - The introduction or formulation of federal, state or local legislation; or
     - The enactment or modification of any pending federal, state or local legislation, through communication with any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation, including, without limitation, efforts to influence State or local officials to engage in a similar lobbying activity, or through communication with any governmental official or employee in connection with a decision to sign or veto enrolled legislation.
   - Any attempt to influence the introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity through communication with any officer or employee of the United States Government, the State of Nevada or a local governmental entity, including, without limitation, efforts to influence state or local officials to engage in a similar lobbying activity.
   - Any attempt to influence:
     - The introduction or formulation of federal, state or local legislation;
     - The enactment or modification of any pending federal, state or local legislation; or
     - The introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity, by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.
   - Legislative liaison activities, including, without limitation, attendance at legislative sessions or committee hearings, gathering information regarding legislation and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
   - Executive branch liaison activities, including, without limitation, attendance at hearings, gathering information regarding a rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity and analyzing the effect of the rule, regulation, executive order, program, policy or position, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
14. An organization receiving grant funds through the Department of Health and Human Services may, to the extent and in the manner authorized in its grant, use grant funds for any activity directly related to educating persons in a nonpartisan manner by providing factual information in a manner that is:
   - Made in a speech, article, publication, or other material that is distributed and made available to the public, or through radio, television, cable television or other medium of mass communication; and
   - Not specifically directed at:
     - Any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation;
     - Any governmental official or employee who is or could be involved in a decision to sign or veto enrolled legislation; or
     - Any officer or employee of the United States Government, the State of Nevada or a local governmental entity who is involved in introducing, formulating, modifying or enacting a Federal, State or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity.

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

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

Compliance with this section is acknowledged by signing the subaward cover page of this packet.
## SECTION B
Description of Services, Scope of Work and Deliverables

The Mobile Outreach Safety Team (MOST) is a jail and in-patient hospital deflection and diversion program where public safety personnel, a behavioral health clinician, and a Lyon County Human Services case manager work in collaboration to assist individuals experiencing subacute crisis.

Lyon County Human Services Mobile Outreach Safety Team (MOST) Program, 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 MOST Program**

**Goal 1:** To divert individuals experiencing behavioral health crisis and other issues from admissions into the criminal justice system, emergency rooms, and inpatient psychiatric facilities.

<table>
<thead>
<tr>
<th>Objective</th>
<th>Activities</th>
<th>Due Date</th>
<th>Documentation Needed</th>
</tr>
</thead>
</table>
| 1. At least 85% of the new MOST referrals received will be de-escalated, stabilized, or diverted from unnecessary admissions to the criminal justice system, emergency room, and inpatient psychiatric facilities. | MOST (Licensed Clinical Social Worker & Behavioral Health Peace Officer) will triage, assess, and connect clients to the most appropriate community level of care and service needs to eradicate or reduce behavioral health crisis or other issues.  
   a. MOST will collaborate with the local FEP, ACT, CCBHC, CARE team, and community mental health and substance use providers, to assist with ensuring the clients are connected to the provider of choice and level of need. | Quarterly Reports from July 1, 2023 to June 30, 2024 | 1. Monthly tracking that reflects the number of referrals received, initial contacts, intakes/ engagements, interventions, and dispositions aligned with best practices for co-responder models. |
| 2. A minimum of 90% of individuals referred to the MOST Case Manager by the MOST LCSW will be connected to additional services to support individual living in the community. | MOST LCSW will refer MOST clients who have barriers preventing the client from independently connecting to community services and supports.  
   a. MOST Case Manager will connect with client in person with the BHPO, independently with the prior review and approval by the BHPO, or with the BHPO and LCSW, depending on client acuity, to offer assistance with helping increase access to services.  
   b. MOST Case Manager will coordinate services with MOST clients, community service providers, hospital discharge planners, and approved family members to ensure successful connections and follow ups are conducted.  
   c. MOST Case Manager will promote, provide support, and refer clients to the local Community Health Workers for lower level peer support needs by referring to agency via a developed services plan, outlining specific needs. | Quarterly Reports from July 1, 2023 to June 30, 2024 | 2. Monthly tracking to reflect the following:  
   a) Number of referrals MOST Case Manager has received from LCSW  
   b) Number of contacts Case Manager made with each client  
   c) Number of referrals made from Case Manager to CHW  
   d) Number of Service Plans developed  
   e) Monthly tracking to reflect the number of MOST case closures, the reason for case closures, and how many do not reopen, to track the program recidivism, thus reducing calls for law enforcement services or admissions to hospitals and/or jails |

**Evaluation:** A baseline measure of the start of the program from July 1, 2023 will be compared to ADA-compliant Quarterly Report data tracked.
## Goal 2: MOST to increase community outreach activities to inform community and providers about MOST program and services, to increase referrals and to build service provider partnerships, while increasing MOST team knowledge.

<table>
<thead>
<tr>
<th>Objective</th>
<th>Activities</th>
<th>Due Date</th>
<th>Documentation Needed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. MOST staff will conduct community outreach efforts to inform community members and serviced providers about the purpose of MOST, and the program’s role in the community, to increase referrals to the program.</td>
<td>1. MOST will participate in and promote at least four scheduled community events:   a. MOST will provide program material to at least 10 community and service providers.   b. MOST will promote the program, team, and behavioral health educational topics at least quarterly on social media.   c. MOST to provide support with Mental Health Awareness month by providing community awareness trainings and by participating in other planned activities/outreach.</td>
<td>Quarterly Reports from July 1, 2023 to June 30, 2024</td>
<td>1. Date, title, time of event detail logged on Google Calendar.   a. Noted on agency MOST quarterly report   b. View of Lyon County Human Services Facebook page   c. Calendared events</td>
</tr>
<tr>
<td>2. MOST staff will attend training to learn more about best CIT practices in supporting individuals with behavioral health crisis in the community.</td>
<td>2. MOST Program Coordinator to attend in person CIT International Training. Review learned objectives and innovative approaches with MOST team to determine if there are new tools and practices to implement to strengthen the program in the community.</td>
<td>08/14/2023</td>
<td>2. CIT International literature, calendared event.</td>
</tr>
</tbody>
</table>

**Evaluation:** A baseline measure of the start of the program from July 1, 2023 will be compared to ADA-compliant Quarterly Report data tracked.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.
STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD

SECTION C

Budget and Financial Reporting Requirements

Identify the source of funding on all printed documents purchased or produced within the scope of this subaward, using a statement similar to: “This publication (journal, article, etc.) was supported by the Nevada State Department of Health and Human Services through State Liquor Tax. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department.”

Any activities performed under this subaward shall acknowledge the funding was provided through the Department by State Liquor Tax.

Subrecipient agrees to adhere to the following budget:

<table>
<thead>
<tr>
<th>BUDGET NARRATIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Personnel Costs</strong></td>
</tr>
<tr>
<td>-</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Lucrecia Carrillo</td>
</tr>
<tr>
<td>Case Manager Position Control Number 60202</td>
</tr>
<tr>
<td>Process referrals, conduct intakes and evidence based screenings, eradicate initial crisis, provide information and referrals, develop, implement and maintain service plans, coordinate and monitor service delivery with client and service providers, facilitate case follow-ups post closure, participate in MOST meetings, complete data entry and reporting.</td>
</tr>
<tr>
<td>Heather Benson</td>
</tr>
<tr>
<td>Adult Services Division Manager Position Control Number 60001</td>
</tr>
<tr>
<td>Participates in case reviews, complete data entry and reporting, and grant oversight and supervision of the MOST Case manager</td>
</tr>
<tr>
<td>Todd Cospewicz</td>
</tr>
<tr>
<td>Behavioral Health Coordinator, Position Control # 60002</td>
</tr>
<tr>
<td>Participates in case reviews, complete data entry and reporting, and grant oversight and supervision of the MOST LCSW and acts as the clinical supervisor for LCHS</td>
</tr>
<tr>
<td>Total Fringe Cost</td>
</tr>
<tr>
<td>Total Salary Cost:</td>
</tr>
<tr>
<td>Total Budgeted FTE</td>
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</table>
### Travel

<table>
<thead>
<tr>
<th>Travel</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Out-of-State Travel</strong></td>
<td></td>
</tr>
<tr>
<td>CIT International in Detroit Michigan</td>
<td></td>
</tr>
<tr>
<td><strong>Cost</strong></td>
<td></td>
</tr>
<tr>
<td><strong># of Trips</strong></td>
<td>1</td>
</tr>
<tr>
<td><strong># of days</strong></td>
<td>3</td>
</tr>
<tr>
<td><strong># of Staff</strong></td>
<td>-</td>
</tr>
<tr>
<td><strong>Airfare:</strong> $1165 cost per trip (Reno to Detroit to Reno) x 3 staff</td>
<td>$1,165</td>
</tr>
<tr>
<td><strong>Per Diem:</strong> $64 per day per GSA rate for area x 3 days x 3 staff</td>
<td>$64</td>
</tr>
<tr>
<td><strong>Lodging:</strong> $133 per day GSA rate x 1 trip x 3 of nights x 3 staff</td>
<td>$133</td>
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</tbody>
</table>

| **Total:** $5,460 |

| **In-State Travel** |       |
| **Operating**       | $0    |
| **Equipment**       | $0    |
| **Contractual**     | $5,998 |

### Name of Contractor, Subrecipient:
- Healthy Communities

### Method of Selection:
- Sole Source, Existing Contractor

### Period of Performance:
- July 1, 2023 - June 30, 2024

### Scope of Work:
Lyon County to contract for a certified Community Health Worker (CHW) at $17/hr x 294 hours with 20% fringe, to provide 5.655 hours a week direct support to MOST clients in follow up to case managers service plan and providing assistance reducing barriers to following through on service plan.

\[
5.655 \text{ hrs wk (total of 294 hours)} \times $17/\text{hr} = $4,998 \times 20\% \text{ fringe} = 999.60; \quad 999.60 + 4,998 = 5,998.
\]

### *Sole Source Justification:*
- Existing Contractor, only applicant that expressed interest with required credentials.

### Method of Accountability:
Define - Progress and performance will be monitored by the MOST coordinator who will compare invoicing to time reporting and data collection reporting.

### Contractual

<table>
<thead>
<tr>
<th><strong>Contractual</strong></th>
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<tbody>
<tr>
<td><strong>Total:</strong> $74,880</td>
<td></td>
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</table>

### Name of Contractor, Subrecipient:
- Winona J Holloway

### Method of Selection:
- Sole Source, Existing Contractor

### Period of Performance:
- July 1, 2023 - June 30, 2024
Scope of Work: Lyon County to contract for Clinician @ $60.00 per hour x 1,248 hours (up to 24 hours/week). Contractor will spend 83% of time in the field providing direct behavioral health crisis intervention and referral services. Contractor will conduct behavioral health and suicide risk assessments for individuals referred into MOST. Contractor will also conduct mental health holds, apply for emergency admissions and provide consultations on requirements of mental health holds in accordance to NRS 433 A. Contractor will collect, record, and report data identified within the MOST operational procedures, and participate in committee efforts whenever possible. This position meets the goals and objects of the program by ensuring individuals experiencing a mental health crisis are being diverted from the jails and/or being connected to the highest level of care such as an inpatient setting when they could be deescalated and connected to services within their community.

*Sole Source Justification: Existing contractor, only applicant originally that expressed interest with required credentials.*

<table>
<thead>
<tr>
<th>Budget</th>
<th>Personnel</th>
<th>$74,880.00</th>
<th>Travel</th>
<th>$0.00</th>
<th>Total Budget</th>
<th>$74,880.00</th>
<th>Training</th>
<th>$1,650</th>
</tr>
</thead>
<tbody>
<tr>
<td>Training</td>
<td>CIT International Registration x3 = $550 a person x 3 staff = $1,650.</td>
<td>$1,650</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Other</td>
<td>Total:</td>
<td>$136,104</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL DIRECT CHARGES</td>
<td>Indirect Charges</td>
<td>$136,104</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>TOTAL BUDGET</td>
<td>Indirect Rate:</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>$136,104</td>
</tr>
</tbody>
</table>

* Sole Source Justification: Existing contractor, only applicant originally that expressed interest with required credentials.*
## A. PROPOSED BUDGET SUMMARY

<table>
<thead>
<tr>
<th>FUNDING SOURCES</th>
<th>LIQUOR BA 3255 CAT 14</th>
<th>Other Funding</th>
<th>Other Funding</th>
<th>Other Funding</th>
<th>Other Funding</th>
<th>Other Funding</th>
<th>Program Income</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>SECURED</td>
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<tr>
<td>ENTER TOTAL REQUEST</td>
<td></td>
<td>$136,104</td>
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<td>$136,104</td>
</tr>
</tbody>
</table>

### EXPENSE CATEGORY

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>$48,116</td>
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<td>$48,116</td>
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<tr>
<td>Travel</td>
<td>$5,460</td>
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<td>$5,460</td>
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<tr>
<td>Operating</td>
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<td>$0</td>
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<tr>
<td>Equipment</td>
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<td>$0</td>
</tr>
<tr>
<td>Contractual/Consultant</td>
<td>$80,878</td>
<td></td>
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<td></td>
<td>$80,878</td>
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<tr>
<td>Training</td>
<td>$1,650</td>
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<td></td>
<td></td>
<td>$1,650</td>
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<tr>
<td>Indirect</td>
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<td></td>
<td></td>
<td></td>
<td>$0</td>
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<tr>
<td><strong>TOTAL EXPENSE</strong></td>
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<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td><strong>$136,104</strong></td>
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<td>$0</td>
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</tbody>
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**Total Indirect Cost** | $0

**Total Agency Budget** | $136,104

**Percent of Subrecipient Budget** | 100%

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

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

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

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

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

• Total reimbursement through this subaward will not exceed $135,912.00;
• Requests for Reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred;
• Copies of receipts, cell phone bills, mileage logs, and other supporting documentation upon request;
• 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. SAMHSA
• The Department reserves the right to hold reimbursement under this subaward until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the Department.

Both parties agree:

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

Financial Reporting Requirements

• A Request for Reimbursement is due on a 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.
**Program Name:** Bureau of Behavioral Health, Wellness and Prevention  
Jennifer Tongol / jtongol@health.nv.gov  

**Subrecipient Name:** Lyon County Human Services  
Mobile Outreach Safety Team (MOST) Program  
Shayla Holmes / sholmes@lyon-county.org

**Address:**  
4126 Technology Way, Suite # 200  
Carson City, NV 89706-2009  

**Address:**  
27 S Main St.  
Yerington, Nevada 89447

**Subaward Period:** July 1, 2023 through June 30, 2024

---

### FINANCIAL REPORT AND REQUEST FOR REIMBURSEMENT
**(must be accompanied by expenditure report/back-up)**

<table>
<thead>
<tr>
<th>Approved Budget Category</th>
<th>A Approved Budget</th>
<th>B Total Prior Requests</th>
<th>C Current Request</th>
<th>D Year to Date Total</th>
<th>E Budget Balance</th>
<th>F Percent Expended</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Personnel</td>
<td>$48,116.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$48,116.00</td>
<td>0.0%</td>
</tr>
<tr>
<td>2. Travel</td>
<td>$5,460.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$5,460.00</td>
<td>0.0%</td>
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<tr>
<td>3. Operating</td>
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<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>-</td>
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<tr>
<td>4. Equipment</td>
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<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>-</td>
</tr>
<tr>
<td>5. Contractual/Consultant</td>
<td>$80,878.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$80,878.00</td>
<td>0.0%</td>
</tr>
<tr>
<td>6. Training</td>
<td>$1,650.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$1,650.00</td>
<td>0.0%</td>
</tr>
<tr>
<td>7. Other</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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</tr>
<tr>
<td>8. Indirect</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$136,104.00</strong></td>
<td><strong>$0.00</strong></td>
<td><strong>$0.00</strong></td>
<td><strong>$0.00</strong></td>
<td><strong>$136,104.00</strong></td>
<td><strong>0.0%</strong></td>
</tr>
</tbody>
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**MATCH REPORTING**  

<table>
<thead>
<tr>
<th>INSERT MONTH/QUARTER</th>
<th>Approved Match Budget</th>
<th>Total Prior Reported Match</th>
<th>Current Match Reported</th>
<th>Year to Date Total</th>
<th>Match Balance</th>
<th>Percent Completed</th>
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<tbody>
<tr>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>-</td>
</tr>
</tbody>
</table>

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

---

**Authorized Signature**  

Title  
Date

---

**FOR Department USE ONLY**

Is program contact required?  ____ Yes  _____ No  
Contact Person:  
Reason for contact:  
Fiscal review/approval date:  
Scope of Work review/approval date:  
Chief (as required):  
Date
SECTION E

Audit Information Request

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

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

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

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

5. How often is your organization audited?  
   - Annually

6. When was your last audit performed?  
   - November 2022

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

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

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

<table>
<thead>
<tr>
<th>YES</th>
<th>If “YES”, list the names of any current or former employees of the State and the services that each person will perform.</th>
</tr>
</thead>
<tbody>
<tr>
<td>NO</td>
<td>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.</td>
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</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Services</th>
</tr>
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<tbody>
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</tbody>
</table>

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 Mobile Outreach Safety Team (MOST) Program
Hereinafter referred to as the “Business Associate”

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

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

WHEREAS, the 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.
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.
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 has a business relationship with the Covered Entity, it must ensure all agents and subcontractors maintain the same access to protected health information as the Business Associate itself.

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 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 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. **Amendments to 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 Act, including, but not limited to 42 USC 17935. The Business Associate must maintain records of such audits, investigations, and enforcement actions.

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 its agents by exercising reasonable diligence and reasonable efforts 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 provide notification to the Covered Entity 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 for all 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 and implement 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, transports, 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 of 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 healthcare 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 any and all provisions that are currently in place and any that may be forthcoming.

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

PROGRAM REQUIREMENTS

In addition to the Division of Public and Behavioral Health Subaward Grant Assurances, the subrecipient and all organizations or individuals to whom the sub-grantee passes through funding must be in compliance with all applicable rules, federal and state laws, regulations, requirements, guidelines, and policies and procedures. The terms and conditions of this State subaward flow down to the subrecipient’s pass through entities unless a particular section specifically indicates otherwise.

GENERAL REQUIREMENTS

Applicability: This section is applicable to all subrecipient who receive finding from the Division of Public and Behavioral Health through the Bureau of Behavioral Health Wellness and Prevention (BBHWP). The subrecipient agrees to abide by and remain in compliance with the following:

1. 2 CFR 200 -Uniform Requirements, Cost Principles and Audit Requirements for Federal Awards
2. 45 CFR 96 - Block Grants as it applies to the subrecipient and per Division policy.
3. 42 CFR 54 and 42 CFR 54A Charitable Choice Regulations Applicable to States Receiving Substance Abuse Prevention & Treatment Block Grants and/or Projects for Assistance in Transition from Homelessness Grants
4. NRS 218G - Legislative Audits
5. NRS 456 - Abuse of Alcohol & Drugs
6. NRS 616 A through D Industrial Insurance
7. GAAP – [Generally Accepted Accounting Principles] and/or GAGAS [Generally Accepted Government Auditing Standards]
9. The Division of Public and Behavioral Health, BBHWP policies and guidelines.
10. State Licensure and certification
   a. The subrecipient is required to be in compliance with all State licensure and/or certification requirements.
   b. The subrecipient’s certification must be current and fees paid prior to release of certificate in order to receive funding from the Division. Subawards cannot be issued unless certifications are current.

11. The Subgrantee shall carry and maintain commercial general liability coverage for bodily injury and property damage as provided for by NRS 41.038 and NRS 334.060. In addition, Subgrantee shall maintain coverage for its employees in accordance with NRS Chapter 616A. The parties acknowledge that Subgrantee has adopted a self-insurance program with liability coverage up to $2,000,000 and has excess liability coverage up to $20,000,000 for bodily injury (automobile and general liability), property damage (automobile and general liability), professional liability, and personal injury liability. The parties further acknowledge that Subgrantee is self-insured for workers’ compensation liability. Subgrantee warrants that its participation in the plan is in full force and effect and that there have been no material modifications thereof. If, at any time, Subgrantee is no longer a participant in the self-insurance program, then Subgrantee shall immediately become a participant in a comparable self-insurance program or immediately obtain a policy of commercial insurance. The parties acknowledge that any Subgrantee liability is limited by NRS 41.0305 through NRS 41.035.

12. The subrecipient shall provide proof of workers’ compensation insurance as required by Chapters 616A through 616D inclusive Nevada Revised Statutes at the time of their certification.

13. The subrecipient agrees to be a “tobacco, alcohol, and other drug free” environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed.

14. The subrecipient will report within 24 hours the occurrence of an incident, following Division policy, which may cause imminent danger to the health or safety of the clients, participants, staff of the program, or a visitor to the program, per NAC 458.153 3(e).

15. The subrecipient shall maintain a Central Repository for Nevada Records of Criminal History and FBI background checks every 3 to 5 years were conducted on all staff, volunteers, and consultants occupying clinical and supportive roles, if the subrecipient serves minors with funds awarded through this subaward.

16. Application to 2-1-1
   o As of October 1, 2017, the Sub-grantee will be required to submit an application to register with the Nevada 2-1-1 system.
17. The subrecipient agrees to cooperate fully with all BBHWP sponsored studies including, but not limited to, utilization management
reviews, program compliance monitoring, reporting requirements, complaint investigations, and evaluation studies.

18. The subrecipient must be enrolled in System Award Management (SAM) as required by the Federal Funding Accountability and Transparency
Act.

19. The subrecipient acknowledges that to better address the needs of Nevada, funds identified in this subaward may be reallocated if ANY terms
of the sub-grant are not met, including failure to meet the scope of work. The BBHWP may reallocate funds to other programs to ensure that
gaps in service are addressed.

20. The subrecipient acknowledges that if the scope of work is NOT being met, the subrecipient will be provided an opportunity to develop an
action plan on how the scope of work will be met and technical assistance will be provided by BBHWP staff or specified subcontractor. The
subrecipient will have 60 days to improve the scope of work and carry out the approved action plan. If performance has not improved,
BBHWP will provide written notice identifying the reduction of funds and the necessary steps.

21. The subrecipient will NOT expend BBHWP funds, including Federal Substance Abuse Prevention and Treatment and Community Mental
Health Services Block Grant Funds for any of the following purposes:
   a. To purchase or improve land: purchase, construct, or permanently improve, other than minor remodeling, any building or other
      facility; or purchase major medical equipment.
   b. To purchase equipment over $2,000 without approval from the Division.
   c. To satisfy any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds.
   d. To provide in-patient hospital services.
   e. To make payments to intended recipients of health services.
   f. To provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs, unless the Surgeon
      General of the Public Health Service determines that a demonstrated needle exchange program would be effective in reducing
      drug abuse and there is no substantial risk that the public will become infected with the etiologic agent for AIDS.
   g. To provide treatment services in penal or correctional institutions of the State.

22. Failure to meet any condition listed within the subaward award may result in withholding reimbursement payments, disqualification of future
funding, and/or termination of current funding.

Audit Requirements

The following program Audit Requirements are for non-federal entities who do not meet the single audit requirement of 2 CFR Part 200, Subpart F-
Audit requirements:

23. Subrecipients of the program who expend less than $750,000 during the non-federal entity's fiscal year in federal and state awards are required
to report all organizational fiscal activities annually in the form of a Year-End Financial Report.

24. Subrecipients of the program who expend $750,000 or more during the fiscal year in federal and state awards are required to have a Limited
Scope Audit (Agreed Upon Procedures Audit) conducted for that year. The Limited Scope Audit (Agree Upon Procedures Audit) must be for the
same organizational unit and fiscal year that meets the requirements of the Division Audit policy.

Year-End Financial Report

25. The non-federal entity must prepare financial statements that reflect its financial position, results of operations or changes in net assets, and,
where appropriate, cash flows for the fiscal year.

26. The non-federal entity financial statements may also include departments, agencies, and other organizational units.

27. Year-End Financial Report must be signed by the CEO or Chairman of the Board.

28. The Year-End Financial Report must identify all organizational revenues and expenditures by funding source and show any balance forward
onto the new fiscal year as applicable.

29. The Year-End Financial Report must include a schedule of expenditures of federal and State awards. At a minimum, the schedule must:

   a. List individual federal and State programs by agency and provide the applicable federal agency name.
   b. Include the name of the pass-through entity (State Program).
   c. Must identify the CFDA number as applicable to the federal awards or other identifying number when the CFDA information is
      not available.
   d. Include the total amount provided to the non-federal entity from each federal and State program.
30. The Year-End Financial Report must be submitted to the Division 90 days after fiscal year end at the following address.

Nevada State Division of Public and Behavioral Health
Bureau of Behavioral Health Wellness and Prevention
Attn: Contract Unit
4150 Technology Way, Third Floor Carson City, NV 89706

Limited Scope Audits (Agreed Upon Procedures Audit)

31. The auditor must:
   a. Perform an audit of the financial statement(s) for the federal program in accordance with GAGAS;
   b. Obtain an understanding of internal controls and perform tests of internal controls over the federal program consistent with the requirements for a federal program;
   c. Perform procedures to determine whether the auditee has complied with federal and State statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on the federal program consistent with the requirements of federal program;
   d. Follow up on prior audit findings, perform procedures to assess the reasonableness of the summary schedule of prior audit findings prepared by the auditee in accordance with the requirements of 2 CFR Part 200, §200.511 Audit findings follow-up, and report, as a current year audit finding, when the auditor concludes that the summary schedule of prior audit findings materially misrepresents the status of any prior audit finding;
   e. And, report any audit findings consistent with the requirements of 2 CFR Part 200, §200.516 Audit findings.

32. The auditor's report(s) may be in the form of either combined or separate reports and may be organized differently from the manner presented in this section.

33. The auditor's report(s) must state that the audit was conducted in accordance with this part and include the following:
   a. An opinion as to whether the financial statement(s) of the federal program is presented fairly in all material respects in accordance with the stated accounting policies;
   b. A report on internal control related to the federal program, which must describe the scope of testing of internal control and the results of the tests;
   c. A report on compliance which includes an opinion as to whether the auditee complied with laws, regulations, and the terms and conditions of the awards which could have a direct and material effect on the program; and
   d. A schedule of findings and questioned costs for the federal program that includes a summary of the auditor's results relative to the federal program in a format consistent with 2 CFR Part 200, §200.515 Audit reporting, paragraph (d)(1), and findings and questioned costs consistent with the requirements of 2 CFR Part 200, §200.515 Audit reporting, paragraph (d)(3).

34. The Limited Scope Audit (Agreed Upon Procedures Audit) Report must be submitted to the Division within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day. The Audit Report must be sent to:

Nevada State Division of Public and Behavioral Health
Bureau of Behavioral Health Wellness and Prevention
Attn: Management Oversight Team
4126 Technology Way, Second Floor Carson City, NV 89706

Amendments

35. The Division of Public and Behavioral Health policy is to allow no more than 10% flexibility within the approved Scope of Work budget line items. Notification of such modifications must be communicated in writing to the BBHWP through the assigned analyst prior to submitting any request for reimbursement for the period in which the modification affects. Notification may be made via email.

36. For any budgetary changes that are in excess of 10 percent of the total award, an official amendment is required. Requests for such amendments must be made to BBHWP in writing.

37. Any expenses that are incurred in relation to a budgetary amendment without prior approval are unallowable.

38. Any significant changes to the scope of work over the course of the budget period will require an amendment. The assigned program analyst can provide guidance and approve all scope of work amendments.

39. The subrecipient acknowledges that requests to revise the approved subaward must be made in writing using the appropriate forms and provide sufficient narrative detail to determine justification.

40. Final changes to the approved subaward that will result in an amendment must be received 60 days prior to the end of the subaward period (no later than April 30 for State funded grants and July 31 for federal funded grants). Amendment requests received after the 60-day deadline will be denied.
Remedies for Noncompliance

41. The Division reserves the right to hold reimbursement under this subaward until any delinquent requests, forms, reports, and expenditure documentation are submitted to and approved by the Division.

SUBSTANCE USE TREATMENT SERVICES

Applicability
This section applies to all sub-grants that support direct services to persons being treated for substance use.

1. The subrecipient, as applicable, if identifying as Faith-Based Organizations must comply with 42 USC § 300x-65 and 42 CFR part 54 (42 CFR §§ 54.8(c) (4) and 54.8(b)), Charitable Choice provisions and regulations.
   a. The subrecipient must post a notice to advise all clients and potential clients that if the client objects to the religious character of the Sub-grantee’s organization as applicable.
   b. The client has the right to be referred to another Division-funded provider that is not faith-based or that has a different religious orientation.

2. Priority Groups – The subrecipient agrees to prioritize and expedite access to appropriate treatment, except for Civil Protective Custody Services, for priority populations in the following order:
   a. Pregnant injecting drug users;
   b. Pregnant substance abusers;
   c. Injection drug users;
   d. Substance using females with dependent children and their families, including females who are attempting to regain custody of their children; and
   e. All others.

3. The subrecipient agrees to report within 24 hours to the Bureau of Behavioral Health Wellness and Prevention when any level of service reaches 90 percent capacity or greater in accord with the Division’s Wait List and Capacity Management policy.

4. A subrecipient who provides residential services agrees to report bed capacity in the HavBed system or a successor system for residential services daily in accord with the Division’s Wait List and Capacity Management policy.

5. Programs will make continuing education in alcohol and other drug treatment available to all employees who provide services.

6. The subrecipient must post a notice, where clients, visitors, and persons requesting services may easily view it, that no persons may be denied services due to inability to pay. This notice may stipulate that the organization is authorized to deny services to those who are able to pay but refuse to do so.

7. The subrecipient is required to implement the National Institute of Drug Abuse (NIDA) 13 principles of treatment.

8. The subrecipient is required to participate, if selected to be reviewed by the Nevada Alliance for Addictive Disorders, Advocacy, Prevention and Treatment Services (AADAPTS) annual peer review process.

Capacity of Treatment for Intravenous Substance Abusers

9. A subrecipient must admit an individual who requests and needs treatment for intravenous drug use to a treatment program. If unable to provide services, the subrecipient must contact the BBHWP according to the Division’s Capacity Management and Wait List policy.

10. The subrecipient who treats persons who inject drugs agrees to carry out activities to encourage individuals in need of treatment for injection drug use to undergo such treatment. The subrecipient must use outreach models that are scientifically sound or an alternate outreach method that is reasonably expected to be effective and has been approved by the BBHWP. All outreach activities will be reported to the Division quarterly. The model shall require that outreach efforts include the following at a minimum:
   a. Selecting, training and supervising outreach workers;
   b. Contacting, communicating and following-up with high risk substance abusers, their associates, and neighborhood residents, within the constraints of Federal and State confidentiality requirements, including 42 CFR part 2;
   c. Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV;
   d. Recommend steps that can be taken to ensure that HIV transmission does not occur; and
e. Encouraging entry into treatment.

**Treatment services for pregnant women (45 CFR § 96.131)**

11. All subrecipient who treat women agree to provide immediate comprehensive treatment services to pregnant women, or if the sub-grantee is unable to do so, the sub-grantee must immediately contact the Bureau of Behavioral Health Wellness and Prevention in accord to the Division's Capacity Management and Wait List policy.

12. Subrecipients who do not treat women and who receive a request for treatment services from a pregnant woman must provide a referral to an appropriate treatment provider within 48 hours of the request for services and must immediately notify the Bureau of Behavioral Health Wellness and Prevention of the need for such services.

13. Subrecipients who provide services to women agree to publicize the availability of services to women in priority populations and the admission priority granted to pregnant women. The publication of services for women in priority populations may be achieved by means of street outreach programs, ongoing public service announcements, regular advertisements, posters placed in target areas, and frequent notification of availability of such treatment services distributed to the network of community based organizations, health care providers, and social services agencies.

**Records**

14. All subrecipients will have in effect a system to protect from inappropriate disclosure of client records, compliant with all applicable State and federal laws and regulations, including 42 CFR, Part 2.

15. The system to protect confidentiality shall include, but not be limited to, the following provisions:
   a. Employee education about the confidentiality requirements, to be provided annually;
   b. Informing employees of the fact that disciplinary action may occur upon inappropriate disclosure.

**Reporting**

16. The subrecipient is required to submit monthly Treatment Episode Data Set (TEDS) admissions files and TEDS discharges files in accordance with current block grant requirements. The subrecipient is also required to submit any other reporting as defined and requested by the BBHWP.

17. The subrecipient agrees to participate in reporting all required data and information through the authorized BBHWP data reporting system and to the evaluation team as required; or, if applicable, another qualified Electronic Health Record (EHR) reporting system.

**Fee for Service requirements**

18. Subrecipients that have been awarded a fee for service subaward must comply with the Division’s Utilization Management policy and the following billing and eligibility rules for claims processing:
   a. The service must be delivered at a Division certified facility.
   b. The certifications must cover the service levels under which the qualified service was delivered.
   c. The service must be provided by an appropriately licensed/certified staff member.
   d. The service delivered must be a Division qualified service which is **NOT** reimbursable by Medicaid or other third-party insurance carrier.
   e. The rate of reimbursement will be based on the Division approved rates (available upon request).
   f. The subrecipient agrees to accept the Division reimbursement rate as full payment for any program eligible services provided.
   g. The subrecipient is responsible for ensuring that all third-party liabilities are billed and collected from the third-party payers and are **NOT** billed to the Division.
   h. Division funds will **NOT** be used to fund the services for self-pay clients or clients who elect not to use their insurance coverage. This includes clients that elect not sign up for insurance under the ACA [Affordable Care Act] or clients that have existing insurance and choose not to use their insurance for treatment services. In certain circumstances and upon written request to the Division, some services may be covered if an undue barrier to treatment exists.
   i. Division funds will **NOT** be used to reimburse Medicare claims.
   j. Division funds will **NOT** be used to reimburse claims for which the client is pending eligible for insurance coverage.
   k. Division funds will **NOT** be used to reimburse for claims denied by Medicaid or other insurance carriers unless the claim was denied as “not a covered benefit”.
      a. Claims denied as “not a covered benefit” and billed to the Division must have the accompanying denial attached in order to guarantee payment.
   l. Division funds will **NOT** be used to cover any unpaid costs that Medicaid and/or other insurance carriers may not reimburse (i.e., copayments, deductibles).
   m. The subrecipient agrees to use Division funds as the “payer of last resort” for all services provided to clients. If an undue barrier to treatment exists, a written request to the Division may be submitted for review and some services may be covered upon written permission from the Division.
19. The subrecipient must establish policies, procedures, and the systems for eligibility determination, billing, and collection to:
   a. Ensure that all eligible clients are insured and/or enrolled in Medicaid in accord with the ACA;
   b. Collect reimbursement for the costs of providing such services to persons who are entitled to insurance benefits under the Social Security Act, including programs under Title XVIII and Title XIX, any State compensation program, any other public assistance program for medical assistance, any grant program, any private health insurance, or any other benefit program; and secure from client’s payment for services in accordance with their ability to pay; and
   c. Prohibits billing the Division for a service that is covered by Medicaid or any other insurance carrier. In certain circumstances and upon written request to the Division, some services may be covered if an undue barrier to treatment exists.

**Billing the Division**

Fee-for-service only:

20. The subrecipient agrees to submit a monthly billing invoice, along with back-up documentation via the Secure File Transfer Protocol (SFTP) site to the Division; the Sub-grantee agrees to notify the treatment analyst once the invoice has been posted to the SFTP site.

21. Upon official written notification from the BBHWP, prior authorizations will be required for all residential and transitional housing services being billed to the Division.

22. The subrecipient agrees to include an explanation of benefits for all charges requested for services that have been denied by Medicaid or any other third-party payer due to non-coverage of that benefit.

23. The subrecipient understands that charges greater than 90 days from the date of service will be considered stale dated and may not be paid.

24. The subrecipient understands that quarterly Medicaid audits will be conducted by Division and recouping of funds may occur.

25. The subrecipient understands that they are required to produce an invoice that breaks out the total number of services provided by level of care and CPT or HCPCS code. The invoice must, at a minimum meet the following conditions.
   a. The invoice must contain, company information (Name, address, City, State and Zip), Date, unique Invoice #, vendor #, PA or HD#.
   b. The invoice must contain contact name, phone number, e-mail and identify the invoice period.
   c. The invoice must contain: Billed To: The Division of Public and Behavioral Health, Bureau of Behavioral Health Wellness and Prevention, 4126 Technology Way, Suite 200, Carson City, NV 89706.
   d. The invoice must show the total number of services by CPT or HCPCS code, the rate being charged, the total amount charged to that CPT or HCPCS code line and summarize the totals by level of care.
   e. The invoice must also show the total number of services provided, the total number of unique clients served for the invoice and the total amount charged to the invoice.
   f. The invoice must be signed and dated by the organizations fiscal officer and include the following certification, "By submitting this invoice, we certify that all billing is correct and no Medicaid or other insurance eligible services have been charged to this invoice."

**PREVENTION SERVICES**

**Applicability**

This section is only applicable to primary prevention coalitions and programs.

1. The subrecipient will implement the Center for Substance Abuse Prevention’s (CSAP) Strategic Prevention Framework Planning Process.

2. If the subrecipient is a certified prevention coalition, it will solicit representatives from local substance abuse prevention programs and treatment providers to become coalition members and assist with efforts to implement the CSAP’s Strategic Prevention Framework Planning Process.

3. The subrecipient representatives are required to attend prevention training listed below as applicable to provide prevention services:
   a. All full-time staff must annually complete a minimum of twenty (20) hours of prevention training.
   b. All part-time staff must annually complete a minimum for ten (10) hours of prevention training.
   c. Participate in the implementation of evidence-based prevention programs, strategies, policies, and practices, and use the Prevention Program Operating and Access Standards as the basis for program, workforce, and agency development.

4. The subrecipient must use funding on the primary prevention priorities per funding source;
Substance Abuse Block Grant (SABG)

A. This funding source represents the 20% set-aside from SABG which is required by statute (45 CFR 96.125) to be used exclusively for primary prevention. By law, it may only be directed at individuals not identified to need substance use treatment and must be used to fund evidence-based strategies that have a positive impact on the prevention of substance use. Activities that cross over into the 'intervention' realm are not allowed in this funding. While many evidence-based prevention strategies for substance abuse also have a positive impact on other health and social outcomes, the primary purpose and focus of activities must be on substance misuse prevention.

B. The SABG statute (45 CFR 96.125) requires a comprehensive primary prevention program that includes activities and services provided in a variety of settings. The program must target both the general population and sub-groups that are at high risk for substance misuse. The program must include some or all of the following six strategies: Community-based process, Environmental, Information dissemination, Education, Alternatives, and Problem identification and referral.

C. The state is required to ensure that all strategies and IOM Classifications are implemented in Nevada. This may have an impact during the selection process.

REQUESTS FOR REIMBURSEMENTS (All non-fee-for-service subawards):

1. A Request for Reimbursement is due, at a minimum, on a monthly basis, based on the terms of the sub-grant agreement, no later than the 15th of the month. If there has been no fiscal activity in a given month, a Request for Reimbursement claiming zero dollars is required to be submitted for the month.

2. Reimbursement is based on actual expenditures incurred during the period being reported. All request for reimbursements must be to the exact penny and not rounded up to the nearest dollar.

3. Requests for advance of payment will not be considered or allowed by the Division.

4. Reimbursement must be submitted with all Division required supporting back up documentation. The Division has the authority to ask for additional supporting documentation at any time and the information must be provided to Division staff within 10 business days of the request.

5. Payment will not be processed without all programmatic reporting being current.

6. Reimbursement may only be claimed for allowable expenditures approved within the sub-grant award.

7. The subrecipient is required to submit a complete financial accounting of all expenditures to the Division within 30 days of the CLOSE OF THE SUBAWARD PERIOD. All remaining balances of a federally funded sub-grant revert back to the Division 30 days after the close of the subaward period.

8. The Request for Reimbursement to close the State Fiscal Year (SFY) is due at a minimum of 25 days after the close of the SFY which occurs on June 30. All remaining balances of the State funded subawards revert back to the State after the close of the SFY.

9. The subrecipient must retain copies of approved travel requests and claims, consultant invoices, payroll register indicating title, receipts for goods purchased, and any other relevant source documentation in support of reimbursement requests for a period of three years from the date of submission of the State’s final financial expenditure report submitted to the governing federal agency.

The subrecipient agrees that any failure to meet any of the conditions listed within the above Program Requirements may result in the withholding of reimbursement for payment, termination of current contract and/or the disqualification of future funding.

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: June 15, 2023

Agenda Item Number: 12.s

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

Recommendation:

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

Summary:

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

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:

FY2023 CDC Health Disparity Grant Amendment 1
SUBAWARD AMENDMENT #1

<table>
<thead>
<tr>
<th>Program Name:</th>
<th>Subrecipient Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>DHHS, Grants Management Unit</td>
<td>Lyon County Human Services CDC Health Disparities Shayla Holmes, <a href="mailto:sholmes@lyon-county.org">sholmes@lyon-county.org</a></td>
</tr>
</tbody>
</table>

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

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

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

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

**This amendment reflects a change to:**
- ☒ Budget

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

**Required Changes:**

<table>
<thead>
<tr>
<th>Current Language:</th>
<th>Amended Language:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total reimbursement through this subaward will not exceed <strong>$65,135.00</strong>. See Section B, C and D of the original subaward and or amendment #.</td>
<td>Total reimbursement through this subaward will not exceed <strong>$65,135.00</strong>. See attached Section C revised on 5/16/2023.</td>
</tr>
</tbody>
</table>

**Approved Budget Categories**

<table>
<thead>
<tr>
<th></th>
<th>Current Budget</th>
<th>Amended Adjustments</th>
<th>Revised Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Personnel</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>2.</td>
<td>Travel</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>3.</td>
<td>Operating</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>4.</td>
<td>Equipment</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>5.</td>
<td>Contractual/Consultant</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>6.</td>
<td>Training</td>
<td>$0.00</td>
<td><strong>$13,462.00</strong></td>
</tr>
<tr>
<td>7.</td>
<td>Other</td>
<td><strong>$65,135.00</strong></td>
<td><strong>$65,135.00</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td>($13,462.00)</td>
<td>$51,673.00</td>
</tr>
<tr>
<td><strong>TOTAL DIRECT COSTS</strong></td>
<td><strong>$65,135.00</strong></td>
<td>$0.00</td>
<td><strong>$65,135.00</strong></td>
</tr>
<tr>
<td>8.</td>
<td>Indirect Costs</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>TOTAL APPROVED BUDGET</strong></td>
<td><strong>$65,135.00</strong></td>
<td>$0.00</td>
<td><strong>$65,135.00</strong></td>
</tr>
</tbody>
</table>

**Incorporated Documents:**
- Section C: Budget and Financial Reporting Requirements revised on 5/16/2023.
- Exhibit A: Original Notice of Subaward and all previous amendments

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

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>David Hockaday, Chairman</td>
<td>Lyon County Board of Commissioners</td>
</tr>
<tr>
<td>Erika Pond, Social Services Chief</td>
<td>Grants Management Unit</td>
</tr>
<tr>
<td>Marla McDade Williams for Richard Whitley, Director</td>
<td>Department of Health and Human Services</td>
</tr>
</tbody>
</table>

**Approved**

T. Beauregard

05.23.2023
Applicant Name: Lyon County Human Services

BUDGET NARRATIVE
(form revised February 2021)

All activities, events, meetings etc. will take place in accordance with State and Local compliance requirements related to COVID-19.

### Training

<table>
<thead>
<tr>
<th>Description</th>
<th>Total:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employment &amp; Budgeting Program Training</td>
<td>$960.00</td>
</tr>
<tr>
<td>Employment &amp; Budgeting Client and Facilitator Books</td>
<td>$12,502.00</td>
</tr>
</tbody>
</table>

### Other

<table>
<thead>
<tr>
<th>Description</th>
<th>Total:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Auto Registration: $300 ea. X 10 individuals</td>
<td>$3,000</td>
</tr>
<tr>
<td>Auto Insurance: $250 ea. X 10 individuals</td>
<td>$2,500</td>
</tr>
<tr>
<td>Driver’s License Fees: $100 ea. X 14 individuals</td>
<td>$1,400</td>
</tr>
<tr>
<td>NV Identification Fees: $21.71 ea. X 22 individuals</td>
<td>$478</td>
</tr>
</tbody>
</table>

Justification: Individuals who lost employment, loved ones, and/or a support system during COVID, may have lost income to pay for registration, insurance, license renewals and have since been driving illegally. Or have had support systems in place where they relied on others, however due to the loss of the support system, they now need to rebuild and or have support to become self-reliant in order to reach self-sufficiency.

<table>
<thead>
<tr>
<th>Description</th>
<th>Total:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phillips Lifeline w/auto fall detection for approximately 3 seniors</td>
<td>$1,996</td>
</tr>
<tr>
<td>Home depot EZ Ramp: $2,010 ea. X 10 seniors</td>
<td>$20,100</td>
</tr>
<tr>
<td>Elli-Q (Digital Companion)</td>
<td>$6,098</td>
</tr>
<tr>
<td>Depends: $83.34/mo. X 12 mos. X 10 individuals</td>
<td>$10,000</td>
</tr>
</tbody>
</table>

Justification: To reduce isolation for seniors and keep those isolated safe in their home with the Phillips fall detection and Elli-Q digital companions to reduce isolation, alert individuals outside of the home of unsafe situations, and aid with medication reminders.

<table>
<thead>
<tr>
<th>Description</th>
<th>Total:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Touchless Thermometers for distribution to families: $15.25 ea. 80 families</td>
<td>$1,220</td>
</tr>
<tr>
<td>Diapers: 61 boxes @ $14.45/avg., per box</td>
<td>$861</td>
</tr>
<tr>
<td>Pronto Hemoglobin Device Refill Adults: 500 ea. X 4 WIC Clinics</td>
<td>$2,000</td>
</tr>
<tr>
<td>Pronto Hemoglobin Device Refill Children: 500 ea. X 4 WIC Clinics</td>
<td>$2,000</td>
</tr>
</tbody>
</table>

Justification: To reduce burden of additional health care contact to allow for hemoglobin done in WIC clinic and to reduce burden to families through thermometer and diapers to allow for symptom checking, and those who have lost income.

**TOTAL DIRECT CHARGES** $65,135

<table>
<thead>
<tr>
<th>Indirect Charges</th>
<th>Indirect Rate: 0.000%</th>
<th>$0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indirect Methodology</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL BUDGET** $65,135
A. PATTERN BOXES ARE FORMULA DRIVEN - DO NOT OVERRIDE - SEE INSTRUCTIONS

<table>
<thead>
<tr>
<th>FUNDING SOURCES</th>
<th>GMU</th>
<th>Other Funding</th>
<th>Other Funding</th>
<th>Other Funding</th>
<th>Other Funding</th>
<th>Other Funding</th>
<th>Program Income</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>SECURED</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$65,135</td>
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<tr>
<td>ENTER TOTAL REQUEST</td>
<td>$65,135</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>Program Income</td>
<td>$65,135</td>
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</table>

EXPENSE CATEGORY

<table>
<thead>
<tr>
<th>Expense Category</th>
<th>Personnel</th>
<th>Travel</th>
<th>Operating</th>
<th>Equipment</th>
<th>Contractual/Consultant</th>
<th>Training</th>
<th>Other Expenses</th>
<th>Indirect</th>
<th>TOTAL EXPENSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>$0</td>
<td>$0</td>
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<tr>
<td>Travel</td>
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<td>$0</td>
<td>$0</td>
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<tr>
<td>Operating</td>
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<td>$0</td>
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<td>$0</td>
<td>$0</td>
<td>$0</td>
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<tr>
<td>Equipment</td>
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<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Contractual/Consultant</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
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</tr>
<tr>
<td>Training</td>
<td>$13,462</td>
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<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$13,462</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$51,673</td>
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<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$51,673</td>
</tr>
<tr>
<td>Indirect</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

TOTAL EXPENSE $65,135 $0 $0 $0 $0 $0 $0 $0 $65,135

These boxes should equal 0 $0 $0 $0 $0 $0 $0 $0 $0 $0

Total Indirect Cost $0

| Total Agency Budget | $65,135 |
| Percent of Subrecipient Budget | 100% |

B. Explain any items noted as pending:
N/A

C. Program Income Calculation:
N/A
Meeting Date: June 15, 2023
Agenda Item Number: 12.t
Subject: For Possible Action: Approval to release the Improvement Bond, accept the Maintenance Bond and accept the Certificates of Completion, for the RIVERPARK PHASE 4, UNIT 4, subdivision, located in Dayton, NV.

Recommendation:

RECOMMENDED ACTION:
The Lyon County Board of Commissioners finds that the requested release of the Performance Bond and acceptance for Maintenance of the RIVERPARK PHASE 4, UNIT 4, Dayton, NV:
A. Is consistent with the applicable provisions of Lyon County Code and the Nevada Revised Statutes;
B. Will not be detrimental to the public health, safety, convenience and welfare; and
C. Will not result in material damage or prejudice to other property in the vicinity.
Based on the aforementioned findings, the Lyon County Board of Commissioners approves the release of the Performance Bond and acceptance of the Maintenance Bond for RIVERPARK PHASE 4, UNIT 4, Dayton, NV.

Summary:
The applicant is requesting the release of the Improvement Bond for the subdivision known as RIVERPARK PHASE 4, UNIT 4.
A Maintenance Bond in an amount equal to 10% of the original Engineer’s Cost of Construction has been provided.
A Performance Improvement Bond was provided at the time of recordation of the subdivision map, which was to ensure that the required improvements were constructed and completed.
All improvements were inspected and were found to be complete and the roadways built to meet Lyon County Improvement Standards. Certificates of Completion from the County Engineer, Roads Director and Lyon Utilities Director, certifying that all the improvements for this phase of the project have been satisfactorily completed, have been signed and are provided herewith.
A Maintenance/Warranty Bond has been provided. This bond ensures that the completed improvements are constructed to Lyon County standards and that they remain in good condition for a period of one year.

Financial Department Comments:
District Attorney Comments:

County Manager Comments:

Attachments:
Staff Report
MEETING DATE: JUNE 15, 2023
ITEM #__________

TITLE:
Approval to release the Improvement Bond, accept the Maintenance Bond and accept the Certificates of Completion, for the RIVERPARK PHASE 4, UNIT 4, subdivision, located in Dayton, NV.

SUMMARY:
The applicant is requesting the release of the Improvement Bond for the subdivision known as RIVERPARK PHASE 4, UNIT 4.

A Maintenance Bond in an amount equal to 10% of the original Engineer’s Cost of Construction has been provided.

A Performance Improvement Bond was provided at the time of recordation of the subdivision map, which was to ensure that the required improvements were constructed and completed.

All improvements were inspected and were found to be complete and the roadways built to meet Lyon County Improvement Standards. Certificates of Completion from the County Engineer, Roads Director and Lyon Utilities Director, certifying that all the improvements for this phase of the project have been satisfactorily completed, have been signed and are provided herewith.

A Maintenance/Warranty Bond has been provided. This bond ensures that the completed improvements are constructed to Lyon County standards and that they remain in good condition for a period of one year.

RECOMMENDED ACTION:
The Lyon County Board of Commissioners finds that the requested release of the Performance Bond and acceptance for Maintenance of the RIVERPARK PHASE 4, UNIT 4, Dayton, NV:

A. Is consistent with the applicable provisions of Lyon County Code and the Nevada Revised Statutes;
B. Will not be detrimental to the public health, safety, convenience and welfare; and
C. Will not result in material damage or prejudice to other property in the vicinity.

Based on the aforementioned findings, the Lyon County Board of Commissioners approves the release of the Performance Bond and acceptance of the Maintenance Bond for RIVERPARK PHASE 4, UNIT 4, Dayton, NV.

For Information:
Louis Cariola, Community Development Director
Kerry Page, Planning Technician

List of Attachments:
Copy of recorded Subdivision map
Certificates of Completion
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: June 15, 2023

Agenda Item Number: 12.u

Subject: For Possible Action: Approval to release the Improvement Bond, accept the Maintenance Bond and accept the Certificate of Completion, for the COPPER CANYON ESTATES, PHASE 2A, subdivision, located in Dayton, NV.

Recommendation:

RECOMMENDED ACTION:
The Lyon County Board of Commissioners finds that the requested release of the Performance Bond and acceptance for Maintenance of the COPPER CANYON ESTATES, PHASE 2A, Dayton, NV:
A. Is consistent with the applicable provisions of Lyon County Code and the Nevada Revised Statutes;
B. Will not be detrimental to the public health, safety, convenience and welfare; and
C. Will not result in material damage or prejudice to other property in the vicinity.
Based on the aforementioned findings, the Lyon County Board of Commissioners approves the release of the Performance Bond and acceptance of the Maintenance Bond for COPPER CANYON ESTATES, PHASE 2A, Dayton, NV (APN 016-024-42)

Summary:
The applicant is requesting the release of the Improvement Bond for the subdivision known as COPPER CANYON ESTATES, PHASE 2A.
A Performance Improvement Bond was provided, at the time of recording the subdivision map, to ensure that the improvements are constructed and completed in a timely manner.
The improvements have been inspected and were found to be complete and the roadways to be constructed to Lyon County Improvement Standards. A Certificate of Completion, certifying that all the improvements for this phase of the project are complete to the satisfaction of the County Engineer, Roads Director and Lyon Utilities Director.
A Maintenance Bond equaling 10% of the Cost of Construction estimate, has been provided. This bond ensures that the completed improvements are constructed to the satisfaction of Lyon County and that they remain in good condition for a period of one year.

Financial Department Comments:

District Attorney Comments:
County Manager Comments:

Attachments:
Staff Report
MEETING DATE: JUNE 15, 2023

TITLE:
Approval to release the Improvement Bond, accept the Maintenance Bond and accept the Certificate of Completion, for the COPPER CANYON ESTATES, PHASE 2A, subdivision, located in Dayton, NV

SUMMARY:
The applicant is requesting the release of the Improvement Bond for the subdivision known as COPPER CANYON ESTATES, PHASE 2A.

A Performance Improvement Bond was provided, at the time of recording the subdivision map, to ensure that the improvements are constructed and completed in a timely manner.

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

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

RECOMMENDED ACTION:
The Lyon County Board of Commissioners finds that the requested release of the Performance Bond and acceptance for Maintenance of the COPPER CANYON ESTATES, PHASE 2A, Dayton, NV:

A. Is consistent with the applicable provisions of Lyon County Code and the Nevada Revised Statutes;
B. Will not be detrimental to the public health, safety, convenience and welfare; and
C. Will not result in material damage or prejudice to other property in the vicinity.

Based on the aforementioned findings, the Lyon County Board of Commissioners approves the release of the Performance Bond and acceptance of the Maintenance Bond for COPPER CANYON ESTATES, PHASE 2A, Dayton, NV (APN 016-024-42)

For Information:
Louis Cariola, Community Development Director
Kerry Page, Planning Technician

List of Attachments:
Copy of recorded Subdivision map
Certificates of Completion
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: June 15, 2023
Agenda Item Number: 12.v
Subject: For Possible Action: Approval to release the Improvement Bond, accept the Maintenance Bond and accept the Certificate of Completion, for the COPPER CANYON ESTATES, PHASE 2B, subdivision, located in Dayton, NV.

Recommendation:

RECOMMENDED ACTION:
The Lyon County Board of Commissioners finds that the requested release of the Performance Bond and acceptance for Maintenance of the COPPER CANYON ESTATES, PHASE 2B, Dayton, NV:
A. Is consistent with the applicable provisions of Lyon County Code and the Nevada Revised Statutes;
B. Will not be detrimental to the public health, safety, convenience and welfare; and
C. Will not result in material damage or prejudice to other property in the vicinity.
Based on the aforementioned findings, the Lyon County Board of Commissioners approves the release of the Performance Bond and acceptance of the Maintenance Bond for COPPER CANYON ESTATES, PHASE 2B, Dayton, NV (APN 016-021-45).

Summary:
The applicant is requesting the release of the Improvement Bond for the subdivision known as COPPER CANYON ESTATES, PHASE 2B.
A Performance Improvement Bond was provided, at the time of recording the subdivision map, to ensure that the improvements are constructed and completed in a timely manner.
The improvements have been inspected and were found to be complete and the roadways to be constructed to Lyon County Improvement Standards. A Certificate of Completion, certifying that all the improvements for this phase of the project are complete to the satisfaction of the County Engineer, Roads Director and Lyon Utilities Director.
A Maintenance Bond equaling 10% of the Cost of Construction estimate, has been provided. This bond ensures that the completed improvements are constructed to the satisfaction of Lyon County and that they remain in good condition for a period of one year.

Financial Department Comments:

District Attorney Comments:
County Manager Comments:

Attachments:
Staff Report
MEETING DATE: JUNE 15, 2023

TITLE:
Approval to release the Improvement Bond, accept the Maintenance Bond and accept the Certificate of Completion, for the COPPER CANYON ESTATES, PHASE 2B, subdivision, located in Dayton, NV

SUMMARY:
The applicant is requesting the release of the Improvement Bond for the subdivision known as COPPER CANYON ESTATES, PHASE 2B.

A Performance Improvement Bond was provided, at the time of recording the subdivision map, to ensure that the improvements are constructed and completed in a timely manner.

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

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

RECOMMENDED ACTION:
The Lyon County Board of Commissioners finds that the requested release of the Performance Bond and acceptance for Maintenance of the COPPER CANYON ESTATES, PHASE 2B, Dayton, NV:

A. Is consistent with the applicable provisions of Lyon County Code and the Nevada Revised Statutes;
B. Will not be detrimental to the public health, safety, convenience and welfare; and
C. Will not result in material damage or prejudice to other property in the vicinity.

Based on the aforementioned findings, the Lyon County Board of Commissioners approves the release of the Performance Bond and acceptance of the Maintenance Bond for COPPER CANYON ESTATES, PHASE 2B, Dayton, NV (APN 016-021-45)

For Information:
Louis Cariola, Community Development Director
Kerry Page, Planning Technician

List of Attachments:
Copy of recorded Subdivision map
Certificates of Completion
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: June 15, 2023

Agenda Item Number: 13.a

Subject: For Presentation and Update Only: Presentation and update from Kris Thompson, Project Manager with the TRI organization and TRI II project, to give an overview of the Fernley Economic Development Act including its status in Congress and an update on the TRI II project including the impact of the Fernley Economic Development Act.

Recommendation:

Summary:

Presentation provided by Kris Thompson, Project Manager with the TRI organization and TRI II project. The presentation will include an overview of the Fernley Economic Development Act, its status in Congress and an update on the TRI II project including the impact of the Fernley Economic Development Act.

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: June 15, 2023
Agenda Item Number: 13.b

Subject: For Presentation Only: A presentation of the Business Impact Statement that was prepared for the proposed changes to the Lyon County development application fee schedule for conditional use permits and approval condition amendments in accordance with NRS 237.030 to 237.150, inclusive.

Recommendation:
Presentation and public input only.

Summary:
Community Development is proposing a change in the fees for conditional use permits and approval condition amendments to more accurately reflect the cost for these applications. The Conditional Use Permit fee is proposed to increase from $1,500 to $2,500. The Approval Condition Amendment is proposed to decrease from $3,500 to $2,000.

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:
Business Impact Statement Development Application Fee Schedule
BUSINESS IMPACT STATEMENT

This Business Impact Statement was prepared in accordance with the provisions of NRS (Nevada Revised Statutes) 237.030 to 237.150, inclusive, as a statutory prerequisite to the adoption of any rule***, as that term is defined in NRS 237.060, by the Lyon County Board of County Commissioners.

ORDINANCE OR ACTION PROPOSED FOR ADOPTION

AN ACTION TO ADOPT A NEW FEE RESOLUTION AND FEE SCHEDULE WHICH INCREASES THE EXISTING FEE FOR A CONDITIONAL USE PERMIT AND DECREASES THE EXISTING FEE FOR AN AMENDMENT TO AN EXISTING APPROVAL CONDITION IN ORDER TO ACCOUNT FOR THE IMBALANCE IN THE TWO EXISTING FEES, AND OTHER MATTERS PROPERLY RELATED THERETO.

1. The manner in which notice was provided to the applicable trade associations and officers of businesses likely to be affected by the proposed ordinance or action, and a summary of any data, arguments or comments received from those recipients:

   a. Notice

      • Notice was mailed to the applicable trade associations and Chamber of Commerce entities on May 22, 2023. The Business Impact Statement will be presented to the Lyon County Board of County Commissioners at their regularly scheduled meeting on June 15, 2023. The proposed fee resolution will be placed on the agenda for the Lyon County Board of County Commissioners regularly scheduled meeting on July 6, 2023.

   b. Summary of comments

      • No comments were received.

2. The estimated economic effect of the proposed ordinance or rule on businesses, including both adverse and beneficial effects, and both direct and indirect effects:

   a. Adverse effects:

      • The Community Development Department’s updated fee schedule increases the application fee for a Conditional Use Permit (CUP) from $1,500 to $2,500 and decreases the fee for Amendment to Approval Condition (AAC) from $3,500.00 to $2,000.00. The current fee schedule makes a new CUP less than half the cost of an AAC, which make it substantially less to receive a new CUP than to amend an existing CUP. Both application types require a Planner to prepare a staff report for a Planning Commission hearing. The Planning Commission makes a recommendation to the Board of Commissioners, who hear the item and make the final decision for Lyon County.
• Over the past five years, Lyon County processes an average of 10 CUP requests and 0 to 1 AAC requests per year. The AAC application also applies to other Planning Division entitlements that are likewise, less than $3,500, including a Tentative Planned Unit Development ($3,250) and Tentative Subdivision Map ($3,000).

• A potential adverse effect of changing these fees would be the potential for less applicants for CUPs, although the new fee of $2,500 is more consistent with neighboring Douglas County and Carson City fees for Major Special Use Permits and Storey County for a Major Industrial Special Use Permit. A potential adverse effect of lowering the fee for an AAC application is that staff may see more of these applications, but the intent of the updated fees is to more accurately off-set the staff time associated with the applications. The staff process for an AAC application mirrors the CUP process and the proposed fee of $2,000 is intended to align with the estimated time for staff processing (outlined below).

c. Beneficial effects:

• By raising the fee for a CUP, the County will more appropriately collect fees that will off-set the time spent by staff to process the application. The typical process includes the following steps:
  o Staff will usually hold a Roundtable meeting or otherwise exchange emails and phone calls with applicants who are considering a CUP submittal in order to assess the viability of the project and any potential pitfalls to the proposal.
  o Once an application is submitted, Administrative staff will process the intake and then work with a Planner to coordinate a Completeness Review.
  o Once the application is deemed complete, the Planner and Administrative staff will distribute the application materials to reviewing entities for comments. Once comments are received, the Planner will compile a report. Administrative staff also notices neighboring properties.
  o CUPs go to the Planning Commission (for recommendation to the Board of Commissioners) where the Planner prepares and makes a presentation.
  o The Planner will make a second presentation at the Board of Commissioners meeting.
  o The Planner and Administrative staff work together to send out Final Decision letters.

• The proposed reduction in fee for an AAC application will correct an inconsistency in the fees for a CUP compared to an amended CUP (and amendments to other conditional approvals).

d. Direct effects:

• Lyon County will more accurately correlate the staff time and resources needed to process a CUP with the submittal fee. The current fee rate does equate to the County’s expenses for staff time and resources spent processing a CUP.
• AAC fees will more truly correlate with the staff time expended processing the applications.
e. **Indirect effects:**

- The proposed fee schedule increase for CUPs may result in less applications being submitted.
- The lowered fee for an ACC application may result in more of these applications being submitted.

3. **The methods considered by the Lyon County Board of County Commissioners to reduce the impact of the proposed ordinance or action on businesses and whether any of those methods were used:**

- Lyon County is not proposing a fee increase above and beyond the cost to administer the effected permit types. The proposed fee schedule change will have a minimal effect on businesses.

4. **Estimate of the annual cost to Lyon County for enforcement of the proposed ordinance or action:**

- The County does not anticipate a change in the cost for enforcement as the enforcement will be identical to the enforcement the County has been administering. The CUP process is not proposed for change. The County will have to update the online Fee Schedule and the Development Application, work that is considered part of the typical duties of Administrative staff.

5. **The total annual amount of money expected to be collected as a result of the new fee or increase in fee proposed by the ordinance or action, and the manner in which the money will be used:**

- The proposed fee schedule change will generate an estimated $10,000 in additional fees each year (based upon a 5-year average), calculated as follows:
  - 10 CUP applications per year @ new rate of $2,500 = $25,000
  - 10 CUP applications per year @ current rate of $1,500 = $15,000
  - Difference is increase of $10,000.

- The increased fee for a CUP is intended to off-set the estimated cost of staff’s processing time and is not intended to be spent on any additional resources.
- The AAC reduction may result in more applications, but only one AAC application has been processed by staff in the last 5 years.

6. **The proposed ordinance or action**

[ ] DOES
[ X ] DOES NOT

*include any provisions which duplicate or are more stringent than Federal, State or local standards regulating the same activity.*
7. The reasons for the conclusions regarding the impact of the proposed ordinance or action on businesses:

- The proposed fee schedule change is likely to have minimal impact on businesses because it is likely to only increase fees by a total of roughly $1,000 for CUPs and no other applications.

8. Based on the information considered, it has been determined that this proposed ordinance or rule:

[ ] DOES
[ X ] DOES NOT

impose a direct and significant economic burden upon a business.

[ ] DOES
[ X ] DOES NOT

directly restrict the formation, operation or expansion of a business.

Pursuant to NRS 237.090(3), this Business Impact Statement was completed will be made available for public inspection by Lyon County on or before June 30, 2023 at the time the agenda notice on which the proposed ordinance or rule described in this statement is included was posted.
Pursuant to NRS 237.090(2), I, Andrew Haskin, the Lyon County Manager, hereby certify that to the best of my knowledge and belief, the information contained herein was properly prepared and accurate.

Signature  

Date  

Andrew Haskin
Printed Name
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Meeting Date: June 15, 2023

Agenda Item Number: 13.c

Subject: For Possible Action: Approve lease agreement between Lyon County and Central Lyon Fire Protection District for Central Lyon Fire to lease the fire station portion of the Stagecoach Community Center for a term of ten (10) years with an option for two additional five (5) year terms with Central Lyon Fire to pay utilities and repairs and maintenance for the term of the lease.

Recommendation:
Approve Lease Agreement

Summary:
The County desires to lease the bays and fire station portion of the Stagecoach Community Center to Central Lyon Fire and Central Lyon Fire will use the facility for vehicle and fleet maintenance. The County retains the community center portion of the building for the community to use for events, meetings, etc.

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:
LEASE AGREEMENT

SECTION ONE
BASIC LEASE INFORMATION

8204 W. HWY 50

Stagecoach, Nevada

Lessor hereby leases to Lessee and Lessee hereby hires from Lessor the premises hereinafter described on the terms and conditions set forth in this Lease Agreement, hereinafter called “this Lease.”

Basic Lease Provisions

The words and figures set forth in paragraphs A to P, both inclusive, are part of this Lease wherever appropriate reference is made thereto, unless they are expressly modified elsewhere in this Lease.

A. Date of Execution: As of June ______, 2023
   Commencement Date: As of July 1, 2023

B. Lessor: Lyon County, a political subdivision of the State of Nevada

   Address: 27 S. Main Street
   Yerington, NV 89447
   Telephone: 775-463-6531

C. Lessee: Central Lyon County Fire Protection District

   Address: 246 Dayton Valley Road, Suite 106
   Dayton, NV 89403
   Telephone: 775-246-6209

D. Lessee’s Trade Name: Central Lyon Fire

E. Lessee is:

   ____ A Sole Proprietorship
   ____ A General/Limited Partnership Existing under the laws of the State of Nevada
   ____ A Corporation incorporated under the laws of the State of Nevada
   ____ Other (specify): A political subdivision of the State of Nevada organized under the provisions of NRS Chapter 474

   Partners/Owners/Officers:

   Name: Rich Harvey, Fire Chief
   Address: 246 Dayton Valley Road Suite 106
   Dayton, NV 89403
   Phone: (775) 246-6209

F. Premises/Leased Premises: Lessor owns the property located at: 8204 W. Hwy 50, Stagecoach, NV 89429, Lyon County Parcel 0015-436-03. The premises included in this lease are particularly described and depicted on the Plot Plan marked in Exhibit B and B-1.

G. Old Fire Station Facility: The facility on the property has a shared occupancy. The facility space included in this lease are area shown on Exhibit B the “Old Fire Station Space” approximately 5,400 sq. ft. on the east side of the party wall within the facility and approximately 2.5 acres of surrounding lot, excluding the
approximately 2,400 sq. ft. space declared as the “Stagecoach Community Center” on the west side of the party wall within the facility and the remaining approximately 2.5 acres of lot.

H. **Purpose/Use**: The Leased Premises shall be used and occupied as a Fire District Fleet Maintenance shop including vehicle and parts and supply storage and related official uses and for no other use or purpose. The Premises may be used as a Fire District Fleet vehicle and parts and supply storage behind approved fencing or approved additional temporary structure(s), and related official Fire District uses such as training and may contain training structures.

I. **Term**: Ten (10) years from July 1, 2023, with an option to renew for two additional five (5) year terms upon consent of the Lessor.

J. **Minimum Rent**: NRS 277.050 provides for the lease to another public agency of the State of Nevada. The lease and occupancy to Central Lyon Fire is a cooperative agreement that is mutually beneficial to both political entities. There is no consideration for rent in the cooperative lease agreement. Lessee agrees to pay for repairs and maintenance for the premises.

K. **Lessor’s Address for Notices**: Lyon County  
   Attn: Doug Homestead  
   27 S. Main Street  
   Yerington, NV 89447

   **Lessee’s Address and Phone Number for Notices**:  
   Central Lyon County Fire Protection District  
   Attn: Rich Harvey  
   246 Dayton Valley Road Suite 106  
   Dayton, NV  89403

L. Lessor shall pay for common area costs, water and sewer infrastructure, and property insurance. Lessee is responsible for repayment for electric use. The facility has a common meter for the shared occupancy. The lessee’s share of the power is the amount above the community center’s historical use measured in kWh. The lessee is responsible for propane, internet, phone, janitorial service, and trash for the premises included in this lease.

M. **EXHIBITS**:
   A. Acceptance of Premises  
   B. Facility  
   B-1. Premises  
   C. Extension Options

N. **Reasonable Terms**: Lessee and Lessor have carefully reviewed this Lease Agreement and, by execution, show their understanding of and consent to its terms. The parties agree that, at the time this Lease is executed, the terms of this Lease are reasonable and reflect the intent and purpose of the Lessor and Lessee with respect to the premises.

DATED: this___________, day of_________________________ 2023.

Lessee: Central Lyon County Fire Protection District

By: ___________________________  
Its: Fire Chief

Lessor: Lyon County
By: ____________________________  
Its: Lyon County Board of Commissioners Chairman  

SECTION TWO  
LEASE AGREEMENT  

1. PREMISES.  
1.1 Construction: The premises shall be delivered in a clean, ready to occupy, “as-is” condition.  
1.2 Location: Exhibit B sets forth a proposed general layout of the premises, and shall not be deemed a representation by Lessor. Lessor reserves the right to make additions and alterations to all buildings, provided that Lessee approves any changes to the portion of the building leased. The parties shall signify their approval by signing or initialing Exhibits A and B and they are hereby made a part of this Lease. References to “this Lease” include all exhibits and matters incorporated by reference as part of this Lease.  

2. BUSINESS RIGHTS AND RESTRICTIONS.  
2.1 Purpose: The premises shall be used solely for the purpose set forth in paragraph H of Section One, Basic Lease Information, and for no other purpose.  
2.2 Restrictions: Lessee shall not use, nor suffer or permit any person or persons to use the Premises or any part thereof for any use or purpose contrary to the purpose set forth in paragraph H of Section One, Basic Lease Information. Lessee anticipates that the facility will be used primarily during regular business hours between 6:00 a.m. and 6:00 p.m. Lessee agrees to work with the Stagecoach Community Center if there is a special event so Lessee can avoid making any unnecessary interference or excessive noise during the event.  

3. TERM: The term of this Lease shall be for the period of years set forth in paragraph I of Section One.  
3.1 Lease Year: "Lease year" shall mean that period starting on the first day of the first complete month of the lease term and ending on the last day of the twelfth month thereafter.  

4. RENT: There is no rent paid pursuant to NRS 277.050.  

5. COMMON AREA.  
5.1 Definition: The common area is that area of the designated APN which is neither occupied by buildings (excluding roof overhangs and canopies, columns supporting roof overhangs and canopies, and subsurface foundations) nor devoted permanently to the exclusive use of a lessee. The parties agree the only common area is the access to the parcel and the parking in front of the building on the US 50 side.  
5.2 Use: During the lease term Lessee, its sublessees, concessionaires, licensees, invitees, customers, and employees shall have the non-exclusive right to use the common area in common with Lessor, other owners of portions of the Industrial Center, and other lessees and their respective sublessees, concessionaires, licensees, invitees, customers, and employees, subject to the provisions of this Lease.  
5.4 Maintenance: Lessor shall pay and be responsible for maintaining all improvements for the property not leased to lessee under this Agreement. Lessee shall be responsible for maintaining all property and improvements leased.  

5.5 Operation and Control: Lessor shall have general possession and control of Community Center and surrounding lot, and may from time to time adopt rules and regulations pertaining to the use thereof. Lessor shall, except as otherwise provided herein, operate and maintain the Community Center during the lease term. The manner in which the Community Center shall be operated and maintained, and the expenditure therefore shall be in the Lessor’s sole discretion. Lessor reserves the right to appoint a substitute operator, including but not limited to, any lessee of the Community Center, to carry out any or all of Lessor’s rights and duties with respect to the Community Center as provided in this Lease, and Lessor may enter into a contract either by a separate document or in a lease agreement with such operator on such terms and conditions and for such period as Lessor shall deem proper.
5.8 Common Area Parking: Lessor may designate what part of the common area parking, if any, shall be used for automobile parking by lessees, employees of owners and employees of lessees, occupants, and licensees. No employee of any such owner, lessee, occupant, or licensee shall use any part of the common area parking except such area or areas as may be so designated. Areas designated in Exhibit B-1 are excluded from common area parking.

5.9 Obstructions: No fence, wall, structure, division, rail or obstruction shall be placed, kept, permitted or maintained upon Community Center or related lot, or any part thereof by Lessee; nor shall the sale, display, advertising, promotion, or storage of merchandise or any business activities of any kind whatsoever be conducted therein without Lessor's prior written consent.

6. TAXES: Lyon County and Central Lyon Fire are both political subdivisions of the State of Nevada with tax exemptions.

7. UTILITIES: Lessor is responsible for all utility cost for utilities supplied to the Community Center portion of the property. Lessee is responsible for all utility costs associated with the Leased premises. The electric utilities shall be determined based on total usage for the entire parcel and allocated by square footage and billed to Lessee on an annual basis.

8. REPAIRS AND ALTERATIONS.

8.1 Lessor’s Repairs: Lessor shall at its own expense keep in good condition and repair the roof (excluding ceilings), foundations/floor slab, exterior and bearing walls (excluding surface maintenance such as painting) of the Community Center and the Community Center lot area.

8.2 Lessee’s Repairs: Except as expressly provided in paragraph 8.1, Lessor shall not be obligated to make repairs, replacements or additions of any kind whatsoever upon the exterior or interior of the Premises. Any equipment, facilities or fixtures shall, at Lessee’s sole expense, be kept, repaired, maintained, replaced, or added to, at all times by Lessee in good order and in sanitary and safe condition and repair and in accordance with all governmental requirements and insurance requirements. Lessee shall, at its sole cost, keep and maintain the Leased Premises and appurtenances and every part thereof (except exterior walls and roof which Lessor agrees to repair), including windows and skylights, doors, locks, any store front and the interior of the Leased Premises, in good and sanitary order, condition and repair. Lessee shall, at its sole cost, keep and maintain all fixtures and mechanical equipment used by Lessee in good order, condition, and repair and furnish all expendables (light bulbs, paper goods, soaps, etc.) used in the Leased Premises during the term or extended term of this Lease. If Lessee refuses or neglects to make repairs or replacements, or if Lessor is required to make repairs by reason of Lessee’s negligent acts omissions, Lessor shall have the right, but shall not be obligated, to make such repairs on behalf of the Lessee. In such event, such work shall be paid for by Lessee promptly upon delivery of a bill therefore from Lessor.

In the event that roof repair or other repairs are significant and would result in inhabitability for the Lessee and Lessee can no longer occupy the building and the cost of repair would be outside a cost-effective amount to remain in the lease, District may terminate the Lease as provided in Paragraph 10.2, below.

8.3 Alterations: Lessee shall not make any alterations, changes or improvements (collectively called “improvements”) in or to the structural portions or exterior of the Premises without the prior written consent of Lessor, said consent not to be unreasonably withheld, conditioned or delayed. At no time will Lessee remove restrooms or fixtures without Lessor’s written consent. All improvements shall belong to Lessor.

8.4 Should Lessee desire to alter the Leased Premises and Lessor gives written consent to such alterations, Lessee shall contract with a contractor approved by Lessor for the construction of such alterations, such approval not to be unreasonably withheld, conditioned or delayed.

8.5 Notwithstanding anything in paragraphs 8.3 and 8.4 above, Lessee may, upon written consent of Lessor, install trade fixtures, machinery or other trade equipment in conformance with the ordinances of the applicable city and county, and the same may be removed upon the termination of this Lease provided Lessee shall not be in default under any of the terms and conditions of this Lease, and the Leased Premises on the termination of this Lease in the same condition as when rented to Lessee, reasonable wear and tear
excepted. Lessee shall keep the Leased Premises and the Premises free from any liens arising out of any work performed for, materials furnished to, or obligations incurred by Lessee.

9. **INSURANCE.**

9.1 **Use:** In no event shall Lessee carry on any activities which would invalidate any insurance coverage thereon.

9.2 **Fire Insurance Hazards.** No use shall be made or permitted to be made of the Leased Premises, nor acts done, which will increase the existing rate of insurance or cause the cancellation of any insurance policy, or any part thereof, nor shall Lessee sell, or permit to be kept, used or sold, in or about the Leased Premises, any article which may be prohibited by the standard form of fire insurance policies. Lessee shall have the premises listed as an additional insured at its sole cost and expense, comply with any and all requirements pertaining to the Leased Premises, of fire and public liability insurance, covering the Leased Premises.

9.3 **Liability Insurance:**

a. Lessee shall during the lease term at its sole expense, maintain in full force a policy or policies of comprehensive liability insurance issued by one or more insurance carriers, insuring against liability for injury to or death of persons and loss of or damage to property occurring in or on the Premises and any portion of the common area which is subject to Lessee’s exclusive control. Said liability insurance shall be in an amount of not less than $1,000,000 combined single limit for bodily and personal injury and property damage.

b. Lessor shall during the lease term at its expense, but subject to reimbursement from Lessee, maintain in full force a policy or policies of comprehensive liability insurance issued by one or more insurance carriers, insuring against liability for injury to or death of persons and loss of or damage to property occurring in or on the common area, except any portion thereof subject to Lessee’s exclusive control. Said liability insurance shall be in an amount of not less than $1,000,000 combined single limit for bodily and personal injury and property damage.

9.4 **Worker’s Compensation Insurance:** Lessee shall at all times maintain Worker’s Compensation insurance in compliance with Nevada law.

9.5 **Fire Insurance:**

a. Lessor shall pay for and shall maintain in full force and effect during the term of this Lease a standard form of extended coverage endorsement in an amount equal to the full replacement cost (without deduction for depreciation) of the Premises.

b. Lessee shall pay for and shall maintain in full force and effect during the term of this Lease a standard form policy or policies of fire, extended coverage and vandalism, standard form of extended coverage endorsement covering all trade fixtures, equipment, doors, locks, and other personal property located in the Premises and used by Lessee in connection with its business.

9.6 **Waiver of Subrogation:** Each party ("insured") hereby waives its entire right of recovery against the other party, the other party’s officers, directors, agents, representatives, employees, successors and assigns with respect to any loss or damage including consequential loss or damage, to the insured’s property caused or occasioned by any peril or perils (including negligent acts) covered by any policy or policies carried by the insured the subrogation as to any loss not covered by Lessor’s policy.

9.7 **General Requirements:**

a. All policies of insurance required to be carried hereunder by Lessee shall be written by companies reasonably satisfactory to Lessor and licensed to do business in Nevada with a financial rating of at least an A-/VI (or equivalent) status as rated in the most recent edition of Best’s insurance Reports.
b. Each policy of public liability insurance required to be carried under paragraph 9.3 shall be primary and noncontributing with the insurance carried by the other party except for automobile liability insurance carried by the other party, and shall be excess over such automobile liability insurance.

c. Each policy required under paragraph 9.3a and 9.5b shall expressly include, severally and not collectively, as named or additionally-named insured there under, the other party and any person or firm designated by the other party and having an insurable interest there under, hereinafter called "additional insured," as their respective interests may appear.

d. Said insurance shall not be subject to cancellation or reduction in coverage except upon at least twenty (20) days' prior written notice to each additional insured the policies of insurance or duly executed certificates evidencing them, together with satisfactory evidence of the payment of premiums thereon, shall be deposited with each additional insured at the commencement of the term and not less than 30 days prior to the expiration of the term of such coverage. If the primary insured fails to comply with this requirement any additional insured may obtain such insurance and keep it in effect and the primary insured shall pay to the additional insured the premium cost thereof upon demand with interest from date of payment by the additional insured to the date of repayment by the primary insured.

e. Failure by Lessee to comply with the provisions of this paragraph shall be deemed a default under this Lease.

9.8 Blanket Insurance: Each party shall be entitled to fulfill its insurance obligations hereunder by maintaining a so-called "blanket" policy or policies of insurance in such forms as to provide by specific endorsement coverage not less than that which is required hereunder for the particular property or interest referred to herein.

10. DAMAGE AND RESTORATION.

10.1 Duty to Restore: If the improvements on the Premises are partially or totally damaged by fire or other casualty so as to become partially or totally uninhabitable, this Lease shall terminate. Rebuilding of the premises by choice of the Lessor is at Lessor's expense.

10.2 Election to Terminate: If the improvements on the Premises whether or not the Premises are a part thereof, are damaged by an insured casualty to the extent of at least 25% of their replacement cost (cost to repair or replace at the time of loss without deduction for physical depreciation) during the term of this Lease other than during the last lease year of said term, or to the extent of at least 10% thereof during the last lease year of said term or to any extent by an uninsured cause at any time during the lease term or by an insured or uninsured cause during any extension or renewal of the lease term, Lessor shall, within not more than 60 days after such damage, notify Lessee of Lessor's election to terminate this Lease, or to restore the improvements on the Premises and such portion of the improvements in Lessor's sole discretion. If Lessor elects to repair or restore the damaged improvements, then with respect to the Premises, Lessor and Lessee each shall restore them in the same manner and to the same extent as work was done by each of them in the original construction and fixturizing of the improvements. If Lessor elects not to restore as aforesaid, this Lease shall terminate effective as of the date of such damage upon giving of notice of election by Lessor as aforesaid.

11. INDEMNITY; WAIVER.

11.1 Indemnity: Lessee shall indemnify and save Lessor harmless from and against any and all liens, claims, demands, actions, causes of action, obligations, penalties, charges, liability, damages, actions of expense, including reasonable attorneys' fees for the defense thereof, arising from or connected with the conduct or management of the business conducted by Lessee on the Premises or any portion of the common area which is under the exclusive control of Lessee (the Premises and such portion of the common area which is under the exclusive control of Lessee being referred to as "Lessee's Premises" in paragraph 11.1 and 11.2), or the use or occupancy of Lessee's Premises or from any breach or default on the part of Lessee in the performance of any covenant or agreement on the part of Lessee to be performed pursuant to the terms of this Lease or from violations of or noncompliance with any governmental requirements, or from any acts or omissions of Lessee or any person upon Lessee's Premises by license or invitation of Lessee or occupying Lessee's Premises or any part thereof under Lessee.
Lessee shall indemnify and hold harmless Lessor against and from any and all claims arising from Lessee's use of Leased Premises or the conduct of its business or from any activity, work, or thing done, permitted or suffered by the Lessee in or about the Leased Premises, and shall further indemnify and hold harmless Lessor against and from any and all claims arising from any breach or default in the performance of any obligation on the Lessee's part to be performed under the terms of this Lease, or arising from any act, neglect, fault or omission of the Lessee, or of its agents or employees, and from and against all costs, attorney's fees, expenses and liabilities incurred in or about such claim or any action or proceedings brought thereof and in case any action or proceeding be brought against Lessor by reason of any such claim, Lessee upon notice from Lessor shall defend the same at Lessee's expenses by counsel reasonably satisfactory to Lessor. Lessee, as a material part of the consideration to Lessor, hereby assumes all risk of damage to property or injury to persons in, or about the Leased Premises from any cause whatsoever except that which is caused by the failure of Lessor to observe any of the terms and conditions of this Lease and such failure has persisted for an unreasonable period of time after written notice of such failure, and Lessee hereby waives all claims in respect thereof against Lessor. The obligations of the Lessee under this section arising by reason of any occurrence taking place during the term of this Lease shall survive any termination of this Lease.

Lessor and Lessee will not waive and intend to assert available NRS chapter 41 liability limitations in all cases.

11.1.1 Independent Public Agencies: The parties are associated with each other only for the purposes and to the extent set forth in this Agreement, and in regard to the performance of services pursuant to this Agreement, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, or to create relationships of an employer-employee or principal-agent relationship between County or Fire District employees.

11.2 Waiver: All property kept, stored or maintained on Lessee's Premises shall be so kept, stored, or maintained at the sole risk of Lessee; and except in the case of Lessor's affirmative negligence or willful misconduct, Lessor shall not be liable, and Lessee waives all claims against Lessor, for damages to persons or property sustained by Lessee or by any other person or firm resulting from the building in which the Premises are located or by reason of Lessee's Premises or any equipment located therein becoming out of repair, or through the acts or omissions of any persons present in the Industrial Center or renting or occupying any part of the Industrial Center, or for loss or damage resulting to Lessee or its property from burst, stopped or leaking sewers, pipes, including but not limited to fire sprinkler systems, conduits, or plumbing fixtures, or for interruption of any utility services, or from any failure of or defect in an electric line, circuit, or facility, or any other type of improvement or service furnished to Lessee's Premises or resulting from any accident in, on, or about Lessee's Premises or the building in which the Premises are located. Lessee, as a material part of the consideration to be rendered to Lessor, hereby waives all claims against Lessor for damages to goods, wares and merchandise, in, upon or about the Leased Premises and for injury to Lessee, its agents, employees, invitees, or third persons in or about the Leased Premises from any cause arising at any time.

12. OPERATION OF BUSINESS.

12.1 Lessee shall continuously and uninterruptedly during the entire lease term, (a) keep the Premises and exterior and interior portions of windows, doors and all other glass or plate glass fixtures in a neat, clean, sanitary and safe condition; (b) use for office or other non-selling purposes only such space as is reasonably required for Lessee's business; (c) store in the area designated by Lessor all trash and garbage in neat and clean containers so as not to be visible to members of the public and arrange for a regular pickup and cartage of such trash or garbage at Lessee's expense or cooperate in the employment of a trash removal contractor designated by Lessor if Lessor deems it desirable to have all waste materials removed by one contractor; (i) observe and promptly comply with all governmental requirements and insurance requirements affecting the Premises or any part of the common area which is under Lessee's exclusive control and promulgated during the term of this Lease (j) not use or suffer or permit to be used the Premises or any part thereof in any manner that will constitute a nuisance or unreasonable annoyance to the public, to other occupants of the premises or to Lessor, or for any extra hazardous purpose, or in any manner that will
impair the structural strength of the building of which the Premises are a part; and (k) comply with the terms, covenants, and conditions relating to environmental matters as set forth in this Lease Agreement.

12.2 **Use of Premises.** Lessee shall use the Premises solely for the purpose specified in the Basic Lease Provisions, Paragraph H, and shall use the Premises solely under the trade name specified in the Basic Lease Provisions, Paragraph D. Lessee shall not use or permit the Premises to be used for any other purpose or purposes or under any other trade name whatsoever without Lessor’s prior written consent. The lessee shall promptly comply with all laws, ordinances, orders, and regulations affecting the Leased Premises and their cleanliness, safety, occupation and use. The lessee shall not do or permit anything to be done in or about the Leased Premises, or bring or keep anything in the Leased Premises that will in any way increase the fire or liability insurance upon the building. The lessee will not perform any act or carry on any practices that may injure the subject or be a nuisance, disturbance, or menace to other lessees of the Premises. Lessee shall not cause, maintain, or permit any outside storage on or about the Leased Premises. Lessee agrees to install at its expense fencing if requested by Lessor to hide from public view storage of vehicles, parts or equipment on the Leased premises.

13. **SIGNS AND ADVERTISING.**

13.1 **Exterior:** Except for those signs which are (a) provided for in approved specifications or a scale sign drawing submitted by Lessee and approved by Lessor, and (b) which comply with governmental requirements, Lessee shall not erect, place, paint, or maintain in or on the Premises, any sign, or any other object of any kind whatsoever, visible or audible outside the Premises. Upon termination of this Lease, the Lessee shall promptly remove all such installations and signs at its own expense. Lessee acknowledges that this Lease does not entitle it to any signage.

14. **LIENS.** Lessee shall keep the Premises free of any liens or claims of lien arising from any work performed, material furnished, or obligations incurred by Lessee in connection with the Premises. If Lessee disputes the correctness or validity of any claim of lien, Lessee shall within 10 days after written request by Lessor record such bond as will release said property from the lien claimed. If Lessee fails to fully discharge any such lien within said ten (10) day period, Lessor may (but shall not be so obligated) pay the claim secured by such lien and any costs, and the amount so paid, together with reasonable attorney's fees incurred in connection therewith, shall be immediately due and owing from Lessee to Lessor, and Lessee shall pay the same to Lessor with interest at the highest rate allowable by law from the dates of Lessor's payments. Further, Lessee agrees to indemnify, defend and save Lessor harmless from and against any damage or loss incurred by Lessor as a result of any such mechanics or other form of claim of lien. If any claims of lien are filed against the Leased Premises or any action affecting the title to such Premises be commenced, the party receiving notice of such lien or action shall forthwith give the other party written notice thereof. The terms and provisions of this paragraph shall survive the termination of this Lease.

15. **ENTRY OF LESSOR.** Lessee shall permit Lessor and Lessor’s agents to enter the Leased Premises at all reasonable times for the purpose of inspecting the same, or for the purpose of making repairs, alterations, or additions to any portion of the Premises. For the aforesaid purposes, Lessor shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Leased Premises. The Lessee shall not alter any lock or install a new or additional lock or any bolt on any door of the Leased Premises without prior consent of the Lessor. If Lessor shall give its consent, the Lessee shall in each case furnish the Lessor with a key for any such lock.

16. **ASSIGNMENT AND SUBLETTING.**

16.1 **Consent Required:** Notwithstanding anything to the contrary contained in this Lease, Lessee shall not assign or hypothecate this Lease or any interest herein or sublet, license, grant any concession, or otherwise give permission to anyone other than Lessee to use or occupy all or any part of the Premises without the prior consent of Lessor. Any transfer of this Lease from Lessee by merger, consolidation, or liquidation, shall constitute an assignment for the purposes of this Lease. Any attempted assignment or subletting without Lessor's consent shall be void and shall at the option of the Lessor terminate this Lease.
17. **NOTICES.** Whenever under this Lease provision is made for notice or demand, it shall be in writing and signed by or on behalf of the party giving the notice or making the demand and served by personal service. The address of either party may be changed for the purpose of this paragraph by notice to the other party.

18. **SURRENDER OF POSSESSION.**

18.1 **Surrender:** At the expiration of the tenancy created hereunder, whether by lapse of time or otherwise, Lessee shall surrender the Premises broom clean and in good condition and repair.

a. If Lessee fails to surrender the demised Premises upon the termination of this Lease, Lessee shall indemnify and hold harmless Lessor from loss or liability resulting from such failure, including, without limiting the generality of the foregoing, any claims made by any succeeding lessee arising out of such failure.

18.2 **Abandonment:** Lessee shall not vacate nor abandon Leased Premises at any time during the term of this Lease, nor permit the Leased Premises to remain unoccupied for a period longer than ten (30) consecutive days during the term of this Lease; and if Lessee shall abandon, vacate or surrender the Leased Premises, or be dispossessed by process of law, or otherwise, any personal property belonging to Lessee and left on the Leased Premises shall, at the option of the Lessor, be deemed abandoned.

19. **QUIET ENJOYMENT.** Subject to the provisions of this Lease and conditioned upon performance of all of the provisions to be performed by Lessee hereunder, Lessor shall secure to Lessee during the lease term the quiet and peaceful possession of the Premises and all rights and privileges appertaining thereto.

20. **BREACH BY LESSEE. DEFAULT.**

20.1 **Definition.** The following events shall be deemed to be Events of Default by Lessee under this Lease:

20.1.1 Lessee's failure to comply with any term, condition or covenant of this Lease, such failure shall not be cured within twenty (20) days after Lessee's receipt of notice from Lessor, or, if such failure cannot be reasonably cured within the said twenty (20) days, Lessee’s failure to commence to cure such failure within twenty (20) days after receipt of notice thereof from Lessor;

20.2 **Remedies.** Subject to Lessor's rights as set forth in paragraph 20.1 above, in the event of a default, Lessor, besides other rights and remedies that it may have, shall have the right to either terminate this Lease or any part thereof for the account and in the name of Lessee or otherwise, for any such term or terms and conditions as Lessor in its reasonable discretion may deem advisable with the right to make alterations and repairs to the Leased Premises.

20.3 **Lessee's Property:** In the event of default, all of Lessee's property shall remain on the Premises and in that event, and continuing during the length of said default, Lessor shall have the right to take the exclusive possession of such property and dispose of it in the manner provided by Nevada law, or, at Lessor's option, to require Lessee forthwith to remove any such property and place such property in storage in a public warehouse at the cost and risk of Lessee.

20.4 **Other Remedies:** Nothing contained in this Lease shall limit Lessor to the remedies set forth in this paragraph 20, and upon Lessee's default Lessor shall be entitled to exercise any right to remedy then provided by law, including, but not limited to, the right to obtain injunctive relief and the right to recover all damages caused by Lessee's default in the performance of any of its obligation under this Lease.

21. **ATTORNEY'S FEES.** In the event of any legal action or proceeding between the parties hereto, reasonable attorneys' fees and expenses of the prevailing party in any such action or proceeding may be added to the judgment therein. Should Lessor without fault be named as a defendant in any suit brought against Lessee in connection with or arising out of Lessee's occupancy hereunder, Lessee shall pay to Lessor its costs and expenses incurred in such suit, including reasonable attorneys' fees.

22. **SUCCESSORS.** This Lease shall be binding upon and shall endure to the benefit of the parties hereto and their successors. The term "successors" is used herein in its broadest possible meaning and includes, but is not limited to, every person succeeding to any interest in this Lease or the Premises, of Lessor or Lessee.
herein, whether such succession results from the act or omission of such party. Every covenant and
condition of this Lease shall be binding upon all assignees, sublessees, licensees, and concessionaires of
Lessee.

23. **REMOVAL OF LESSEE'S PROPERTY.** Upon the expiration of the term of this Lease or upon any earlier
termination thereof, Lessee shall remove at its own expense all trade fixtures, equipment, merchandise, and
personal property (collectively called "Lessee's property" in this Lease) which were installed by Lessee or
any sublessee, concessionaire or licensee in or upon the Premises; but if Lessee is in default, Lessee shall
not remove Lessee's property unless notified by Lessor so to do. In case of any injury or damage to the
building or any portion of the Premises resulting from the removal of Lessee's property Lessee shall
promptly pay to Lessor the cost for repairing such injury or damage. Lessee shall complete such removal by
the time provided in the first sentence of this paragraph 33 unless prevented from so doing by a delaying
cause, or Lessor may, at Lessor's option, retain any or all of Lessee's property; and title thereto shall
thereupon vest in Lessor without the execution of documents of sale or conveyance by Lessee, or Lessor
may remove any or all items of Lessee's property from the Premises and dispose of them in any manner
Lessor sees fit, consistent with the provisions of Nevada law, and Lessee shall pay upon demand to Lessor
the actual expense of such removal and disposition together with interest from the date of payment by
Lessor until repayment by Lessee.

24. **EFFECT OF CONVEYANCE.** If during the term of this Lease, Lessor conveys its interest in the Premises, or
this Lease, then from and after the effective date of such conveyance, Lessor shall be released and
discharged from any and all further obligations and responsibilities under this Lease except those already
accrued of which Lessor has notice at the time of conveyance.

25. **INVALIDITY OF ANY CLAUSE.** If any provision of this Lease shall be held to be invalid by a court, the
remaining provisions shall remain in effect and shall in no way be impaired thereby.

26. **ACCEPTANCE OF PREMISES.** By entry hereunder, Lessee acknowledges that it has examined the Leased
Premises and accepts the same as being in the condition called for by this Lease.

27. **MISCELLANEOUS PROVISIONS.**

A. Whenever the singular number is used in this Lease and when required by the context, the same shall
include the plural, and the masculine gender shall include the feminine and neuter genders and the word
"person" shall include corporation, firm or association. If there is more than one Lessee, the obligations
imposed upon the Lessee under this Lease shall be joint and several.

B. The headings or titles to paragraphs of this Lease are not a part of this Lease and shall have no effect upon
the construction or interpretation of any part of this Lease.

C. This instrument contains all of the agreements and conditions made between the parties to this Lease and
may not be modified orally or in any other manner than by agreement in writing signed by all parties to this
Lease.

D. Time is of the essence of each term and provision of this Lease.

E. All covenants and agreements to be performed by Lessee under any of the terms of this Lease shall be
performed by Lessee at Lessee's sole cost and expense and without any abatement of rent.

F. Where the consent of a party is required, such consent will not be unreasonably withheld, conditioned, or
delayed.

28. **AUTHORITY TO EXECUTE.** Any individual executing this Lease on behalf of or as representative for an
political subdivision or other person, firm, partnership, or entity represents and warrants that he is duly
authorized to execute and deliver this Lease on behalf of such in accordance with its terms.

29. **RECORDING.** At the request of Lessor, the Lessee shall join in the execution of this Lease for the purpose
of recordation. Said memorandum or short form of this Lease shall describe the parties, the Leased
Premises, the term of this Lease, the lien prohibition provision and shall incorporate this Lease by reference.
30. **GOVERNING LAW.** This Lease shall be given effect and shall be constructed and construed by application of the laws of the State of Nevada.
31. **INCORPORATION OF EXHIBITS.** All Exhibits attached hereto shall by this reference be deemed a part of this Lease, as though set forth in full herein.

32. **LESSEE SHALL GIVE LESSOR ACCESS.** Lessee shall cooperate with Lessor, the Electric Service Provider, and any Alternate Service Provider at all times and, as reasonably necessary, shall allow Lessor, Electric Service Provider, and any Alternate Service Provider, reasonable access to the Leased Premises’ electric lines, feeders, risers, wiring, and any other machinery within the Leased Premises.

33. **LESSOR NOT RESPONSIBLE FOR INTERRUPTION OF SERVICE.** Lessor shall in no way be liable or responsible for any loss, damage, or expense that Lessee may sustain or incur by reason of any change, failure, interference, disruption, or defect in the supply or character of the electric energy furnished to the Premises, or if the quantity or character of the electric energy supplied by the Electric Service Provider or any Alternate Service Provider is no longer available or suitable for Lessee’s requirement, and no such change, failure, defect, unavailability, or unsuitability shall constitute an actual or constructive eviction, in whole or in part or relieve Lessee from any of its obligations under the Lease.

34. **EXCULPATION.** Notwithstanding any other provision hereof, Lessor and Lessee shall not have any personal liability hereunder.

IN WITNESS WHEREOF Lessor and Lessee have executed this Lease as of the day and year first above written. Individuals signing on behalf of a principal warrant that they have the authority to bind their principals.

**THIS LEASE IS SUBJECT TO ACCEPTANCE BY LESSOR.**

DATED THIS: ___________day of______________, 2023.

**LESSEE:** Central Lyon County Fire Protection District

By: __________________________
Its: Fire Chief

**LESSOR:** Lyon County

By: ________________________________
Its: Lyon County Board of Commissioners Chairman
Exhibit A

Acceptance of Premises

Lessee accepts the Leased Premises in an “As Is” condition with the following items:

1. Lessors Construction:

   The term “Lessor’s Construction” shall mean the construction by Lessor of only the following items of work to include a turnkey ready to move in space without data and telephone services.

   a. Unit to be delivered in a clean, ready to occupy condition.

Dated this__________________day of__________________, 2023.

Lessee: Central Lyon County Fire Protection District

By _______________________________

Its: Fire Chief

Lessor: Lyon County

By _______________________________

Its: Lyon County Board of Commissioners Chairman
Extension Options

Provided that the Lessee has never been in default and is not then in default hereof. Lessee is given the right at its option and with consent of Lessor to extend the term of this Lease based on all the provisions contained in this lease for two (2) extension terms of five (5) years by giving Lessor written notice of such election not later than ninety (90) days before the expiration of the current term, and providing that Lessee is not in default of any of the terms of this Lease. Upon the proper giving of such notice and consent by Lessor, this Lease shall thereupon be extended for the additional term for which the extension option is exercised.

It is understood that any extension option is subject to Paragraph 4 of this lease in its entirety.

Lessee: Central Lyon County Fire Protection District

Dated this__________________day of__________________, 2023.

By _______________________________
Its: Fire Chief

Lessor: Lyon County
By _______________________________
Its: Lyon County Board of Commissioners Chairman
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: June 15, 2023
Agenda Item Number: 13.d

Subject: For Possible Action: Approve a resolution certifying and levying tax rates in Lyon County for the 2023-2024 fiscal year.

Recommendation:
Approve a resolution certifying and levying tax rates in Lyon County for the 2023-2024 fiscal year.

Summary:
The Board of Commissioners is required by statute to levy taxes each fiscal year.

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:
RESOLUTION

A RESOLUTION CERTIFYING AND LEVYING TAX RATES IN LYON COUNTY FOR THE 2023-2024 FISCAL YEAR.

WHEREAS, the Board of Commissioners of Lyon County, pursuant to Nevada Revised Statutes 361.460, shall certify and levy the tax rates per one hundred dollars of assessed valuation for Lyon County for the 2023-2024 fiscal year;

NOW, THEREFORE BE IT RESOLVED that the tax rates listed in the attached Exhibit A be certified and levied for the 2023-2024 fiscal year.

Adopted this 15th day of June, 2023.

Ayes: _____________________________________________________________
Nays: _____________________________________________________________
Abstentions: _______________________________________________________
Absent: ___________________________________________________________

Board of Commissioners of Lyon County

__________________________________
By: Chairman

ATTEST:

_______________________
Lyon County Clerk
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WILLOWCREEK GENERAL IMPROVEMENT DISTRICT  0.0156
SOUTH LYON HOSPITAL DISTRICT  0.5615
MASON VALLEY MOSQUITO CONTROL DISTRICT  0.0838
MASON VALLEY SWIMMING POOL DISTRICT  0.1749

TOTAL  1.2246   3.6600

WILLOWCREEK GENERAL IMPROVEMENT DISTRICT:  (DIST 3.1)
MASON VALLEY FIRE PROTECTION  0.3888
WILLOWCREEK GENERAL IMPROVEMENT DISTRICT  0.0156
SOUTH LYON HOSPITAL DISTRICT  0.5615
MASON VALLEY MOSQUITO CONTROL DISTRICT  0.0838
MASON VALLEY SWIMMING POOL DISTRICT  0.1749

TOTAL  1.2246   3.6600

SMITH VALLEY FIRE:  (DIST 4.0)
SMITH VALLEY FIRE PROTECTION  0.5127
SOUTH LYON HOSPITAL DISTRICT  0.5615

TOTAL  1.0742   3.5096

GENERAL COUNTY:  (DIST 5.0)
SOUTH LYON HOSPITAL DISTRICT  0.5615

TOTAL  0.5615   2.9969

GENERAL COUNTY:  (DIST 5.1)
SOUTH LYON HOSPITAL DISTRICT  0.5615

TOTAL  0.5615   2.9969

CITY OF FERNLEY:  (DIST 6.0)
NORTH LYON COUNTY FIRE PROTECTION DISTRICT  0.3449
CITY OF FERNLEY  0.6748
FERNLEY SWIM POOL DISTRICT  0.2000

TOTAL  1.2197   3.6551

NORTH LYON FIRE-NON CITY (DIST 6.1)
NORTH LYON COUNTY FIRE PROTECTION DISTRICT  0.3449
FERNLEY SWIM POOL DISTRICT  0.2000

TOTAL  0.5449   2.9803

FERNLEY GENERAL COUNTY (DIST 6.2)
NORTH LYON COUNTY FIRE PROTECTION  0.3449

TOTAL  0.3449   2.7803

CENTRAL LYON COUNTY FIRE - NON SUB:  (DIST 7.0)
CENTRAL LYON COUNTY FIRE PROTECTION DISTRICT  0.9324
SILVER SPRINGS/STAGECOACH HOSPITAL  0.0450
CENTRAL LYON VECTOR CONTROL DISTRICT  0.0450

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<tr>
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<tr>
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<tr>
<td>Central Lyon Vector Control District</td>
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| District | Total | Rate
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| District | Total | Rate
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| District | Total | Rate
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| District | Total | Rate
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<td>Central Lyon Vector Control District</td>
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| District | Total | Rate
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| District | Total | Rate
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| District | Total | Rate
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<td>District Description</td>
<td>Amount 1</td>
<td>Amount 2</td>
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<td>TOTAL</td>
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<td>CENTRAL LYON NON VECTOR CONTROL DISTRICT: (DIST 9.1)</td>
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<td>CARSON WATER SUB CONSERVANCY</td>
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<td>SILVER SPRINGS/STAGECOACH HOSPITAL DISTRICT: (DIST 9.2)</td>
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Lyon County Board of County Commissioners Agenda Summary

Meeting Date: June 15, 2023

Agenda Item Number: 13.e

Subject: For Possible Action: Approve a resolution to transfer appropriations within the General, Road, and Capital Improvements Fund budgets of Lyon County.

Recommendation:

Approve a resolution to transfer appropriations within the General, Road, and Capital Improvements Fund budgets of Lyon County.

Summary:

This is the annual item to formally transfer contingency funds for Lyon County.

Financial Department Comments:

Approval recommended.

District Attorney Comments:

County Manager Comments:

Attachments:

Transfer Resolution
RESOLUTION TO TRANSFER APPROPRIATIONS WITHIN THE GENERAL, ROAD, AND CAPITAL IMPROVEMENTS FUND BUDGETS OF LYON COUNTY

FISCAL YEAR 2022-2023

WHEREAS, the Board of Lyon County Commissioners has authorized to the revenues and expenditures for the approved budget of Fiscal Year 2022-2023 and there is a need to increase the appropriations for various line items within several departments and individual funds of the adopted Lyon County budget and,

WHEREAS, NRS.354.598005 allows that upon the recommendation of the person designated to administer the budget, the governing body may authorize the transfer of appropriations within the various funds and functions along with transfers from the Contingency account if the governing board follows the exact statue regulations defined in NRS 354.606.

NOW, THEREFORE, BE IT RESOLVED, that the amount of $1,342,564 be transferred from the contingency budget line item within the General Fund; $58,571 be transferred from the contingency budget line item within the Road Fund; and $119,933 from various functions in the Capital Improvements Fund; to various departments, functions, and objects within the funds as detailed on the attached schedule.

BE IT FURTHER RESOLVED, that the foregoing resolution and action of the Board of Commissioners of Lyon County, Nevada be recorded in the official minutes of the Board of Commissioners for the meeting at which this resolution is adopted.

PASSED AND ADOPTED this 15\textsuperscript{th} day of June, 2023 by the following vote of the Board.

AYES:

NAYS:

ABSENT:

________________________________________
CHAIRMAN

ATTEST:  
____________
LYON COUNTY CLERK
<table>
<thead>
<tr>
<th>Department</th>
<th>CURRENT BUDGET</th>
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<th>INCREASE (DECREASE)</th>
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<td><strong>General Support</strong></td>
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<td><strong>Commissioners</strong></td>
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<td>Services &amp; Supplies</td>
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<td><strong>Clerk-Treasurer</strong></td>
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<td></td>
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<tr>
<td>Services &amp; Supplies</td>
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<td>264,467</td>
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<td><strong>Facilities</strong></td>
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<td><strong>Building Department</strong></td>
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<td><strong>Vehicle Maintenance</strong></td>
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<tr>
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<td>Services &amp; Supplies</td>
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<td><strong>Safety and Emergency Management</strong></td>
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<tr>
<td>Benefits</td>
<td>206,319</td>
<td>212,319</td>
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</table>

*The Board previously approved a contract for a federal lobbyist.*

*The Board previously approved costs for a lands bill and obtaining right-of-way for a future water line in Stagecoach.*

*The Board previously approved the purchase of ballot bins.*

*Overtime and benefits were significantly higher due to winter storms.*

*Utility costs were approximately $140,000 more than budgeted due to the weather and increased rates. HVAC units were previously approved by the Board.*

*There was a vehicle that was ordered but not received in the prior fiscal year and the Board previously approved an increase in the cost of a vehicle.*

*The Board previously approved battery replacements for repeater sites.*

*The Board previously approved vehicles for the building inspectors.*

*Revenues for plan reviews are up and this increased the pass-through costs.*

*Since new vehicles have been delayed, the repairs and maintenance line item has been significantly higher on the existing vehicles.*

*Postage costs have increased.*

*The costs for drug testing, the contracted judge for weekends once a month, and a previously approved vehicle.*

*A vehicle budgeted in the prior year was not received until this fiscal year.*

*The Board previously approved budget for a new position and associated costs. This also includes preventative measures for the state of emergency.*

*The Board previously approved a higher contract for the public health officer.*

*This is to cover workers’ compensation that is higher than budgeted.*
### Parks

<table>
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<tr>
<th>Capital Outlay</th>
<th>130,604</th>
<th>183,188</th>
<th>52,584</th>
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<td>(1,342,564)</td>
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<td>TOTAL</td>
<td>7,032,346</td>
<td>7,032,346</td>
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*The Board previously approved a tractor purchase in a prior fiscal year, which wasn't received until this fiscal year.*

### ROAD FUND

<table>
<thead>
<tr>
<th></th>
<th>CURRENT BUDGET</th>
<th>AMENDED BUDGET</th>
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<td>238,131</td>
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*Repairs and maintenance costs have significantly increased.*

### CAPITAL IMPROVEMENTS FUND

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<td>8,084,284</td>
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<tr>
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<td>25,565,925</td>
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</table>

*The total budget in this fund is fine; however some of the budget needs to be modified to reflect the proper function.*
Meeting Date: June 15, 2023
Agenda Item Number: 13.f

Subject: For Possible Action: Approve a revision to section 9.11 – Disaster Area Declaration of the Lyon County Personnel Policy to provide administrative leave and other options for County employees under certain circumstances during a disaster area or state of emergency declaration.

Recommendation:
Approve a revision to section 9.11 – Disaster Area Declaration of the Lyon County Personnel Policy to provide administrative leave and other options for County employees under certain circumstances during a disaster area or state of emergency declaration.

Summary:
The County personnel policy is being recommended to be revised to provide the following additional options during a formal declaration of a disaster area or state of emergency.
- Paid administrative leave up to 40 hours under certain circumstances, as approved by the County Manager (or delegee).
- Mileage reimbursement for employees if a work location is temporarily changed.

These additional options may be necessary in certain circumstances, such as when the work location is not open or accessible to the employee. Also, this leave may be used for employees with an immediate and grave peril to the employee’s safety, immediate family member safety, or principal residence. There are a couple of other provisions that would qualify as well.

Financial Department Comments:
It is anticipated the paid administrative leave would be paid from existing budgeted funds, unless the employee’s salary is grant-funded. If the employee’s salary is grant-funded, the leave would have to be paid from contingency or from the County Stabilization Fund. The additional mileage would either be paid from existing budget or from contingency or from the County Stabilization Fund.

District Attorney Comments:
County Manager Comments:

Attachments:
9.11 Disaster Area or State of Emergency Declaration

1. “Disaster Area” is defined as a designated area affected by an event declared to be a disaster by a state or federal governmental agency duly authorized to make such designation. “State of Emergency” refers to a formal declaration of emergency by the Lyon County Board of Commissioners, Governor of Nevada, or President of the United States. Employees who are unable to report to work due to a disaster may use accrued vacation leave or compensatory leave time as compensation for scheduled time not worked.

2. Employees shall make every effort to report to work as soon as is reasonable during a declaration of a disaster area or state of emergency under such conditions provided the Lyon County’s operation is open and functioning. An employee who has made such an effort, yet fails to report to work under such declared “disaster” conditions, shall not be subject to discipline. Employees shall make every effort to report their circumstances to their immediate supervisor. Employees who are unable to report to work may use accrued vacation leave or compensatory leave time as compensation for scheduled time not worked.

3. Lyon County may provide up to forty (40) hours of paid administrative leave for each regular employee affected by an event resulting in the declaration of a disaster area or state of emergency. Employees deemed critical during the event by the County Manager, or delegatee, may not be eligible for this leave. Employees that are able to work remotely also may not be eligible for this leave. The County Manager, or delegatee, may authorize paid administrative leave upon finding that there is sufficient budget funding available and that at least one of the following conditions exists due to the effects of the event.

   a. The employee's normal place of business is closed temporarily during the employee's normal work shift and they are not able to work remotely.
   b. The event effectively precludes the employee's ability to find reasonable routes of transportation from the employee's normal residence to the work place.
   c. The emergency presents an immediate and grave peril to the employee's own safety, that of an employee's immediate family member, or the employee's principal residence.
   d. The employee is actively involved in a formal, organized effort to protect the health and safety of the general public; such as, the employee is a volunteer member of a fire or police department.
   e. The employee needs to take time off to apply for disaster assistance from the Federal Emergency Management Agency (FEMA) because the employee is unable to apply for assistance before or after the employee's normal work shift.

4. During a declaration of disaster area or state of emergency, employees who commute in a personal vehicle more miles to a temporary work location than to their normal work location may receive a mileage reimbursement for the difference. For example, if an employee normally commutes five miles to their old work location, and their temporary work location is twenty (20) miles away, the employee may receive reimbursement for the fifteen (15) mile difference.
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: June 15, 2023

Agenda Item Number: 13.g

Subject: For Possible Action: Review and approve comment letter to be submitted to the Bureau of Land Management concerning the proposed rule regarding Conservation and Landscape Health.

Recommendation:

Summary:

The first 14 pages is background and BLM analysis and the proposed rule is on Page 19596 (14 of 22) to 19604 (22 of 22).

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:

Proposed BLM Rule
Letter of Response to BLM
reporting requirements. In addition, 38 CFR part 46 address internal agency processes related to VA medical malpractice review panels that may be subject to change. Therefore, we believe that it should be memorialized in VA policy rather than regulation.

We note that VA is the only Federal agency providing health care to eligible beneficiaries that published regulations on NPDB compliance. The Department of Defense has not published regulations on NPDB, but instead cites to 45 CFR part 60 as authority and issued agency policy to implement the NPDB reporting requirements for the component armed services. Likewise, the U.S. Public Health Service and Indian Health Service also issued policies implementing the NPDB reporting requirements.

The proposed removal of 38 CFR part 46 will not obviate VA’s reporting requirements nor will it alter how malpractice is handled for VA practitioners. Rather we believe relying on 45 CFR part 60, supplemented by an MOU with HHS and VA policy, will reduce confusion and allow VA to adhere to all mandatory and permissive reporting requirements by eliminating any inconsistency between HHS and VA regulations.

Based on the foregoing rationale, VA proposes removing part 46 and marking it as reserved for future use and relying on HHS regulations at 45 CFR part 60 for NPDB reporting requirements, supplemented by an MOU between HHS and VA policy.

**Executive Orders 12866 and 13563**

Executive Orders 12866 and 13563 directs agencies to assess the costs and benefits of available regulatory alternatives and, when regulation is necessary, to select regulatory approaches that maximize net benefits (including potential economic, environmental, public health and safety effects, and other advantages; distributive impacts; and equity). Executive Order 13563 (Improving Regulation and Regulatory Review) emphasizes the importance of quantifying both costs and benefits, reducing costs, harmonizing rules, and promoting flexibility. The Office of Information and Regulatory Affairs has determined that this rule is not a significant regulatory action under Executive Order 12866. The Regulatory Impact Analysis associated with this rulemaking can be found as a supporting document at www.regulations.gov.

**Regulatory Flexibility Act**

The Secretary hereby certifies that this proposed rule would not have a significant economic impact on a substantial number of small entities as they are defined in the Regulatory Flexibility Act (5 U.S.C. 601–612). This proposed rule would only affect individuals who are VA employees or independent contractors acting on behalf of VA and will not directly affect small entities. Therefore, pursuant to 5 U.S.C. 605(b), the initial and final regulatory flexibility analysis requirements of 5 U.S.C. 603 and 604 do not apply.

**Unfunded Mandates**

The Unfunded Mandates Reform Act of 1995 requires that agencies prepare an assessment of anticipated costs and benefits before issuing any rule that may result in the expenditure by State, local, and tribal governments, in the aggregate, or by the private sector, of $100 million or more (adjusted annually for inflation) in any one year. 2 U.S.C. 1532. This proposed rule would have no such effect on State, local, and tribal governments, or on the private sector.

**Paperwork Reduction Act**

This proposed rule contains no provisions constituting a collection of information under the Paperwork Reduction Act of 1995 (44 U.S.C. 3501–3521).

**Assistance Listing**

The Assistance listing numbers and titles for the programs affected by this document are: 64.007, Blind Rehabilitation Centers; 64.008, Veterans Domiciliary Care; 64.009, Veterans Medical Care Benefits; 64.010, Veterans Nursing Home Care; 64.011, Veterans Dental Care; 64.012, Veterans Prescription Service; 64.013, Veterans Prosthetic Appliances; 64.018, Sharing Specialized Medical Resources; 64.019, Veterans Rehabilitation Alcohol and Drug Dependence; 64.022, Veterans Home Based Primary Care; 64.039 CHAMPVA; 64.040 VHA Inpatient Medicine; 64.041 VHA Outpatient Specialty Care; 64.042 VHA Inpatient Surgery; 64.043 VHA Mental Health Residential; 64.044 VHA Home Care; 64.045 VHA Outpatient Ancillary Services; 64.046 VHA Inpatient Psychiatry; 64.047 VHA Primary Care; 64.048 VHA Mental Health Clinics; 64.049 VHA Community Living Center; and 64.050 VHA Diagnostic Care.

**List of Subjects in 38 CFR Part 46**

Health professions, Reporting and recordkeeping requirements.

**Signing Authority**

Denis McDonough, Secretary of Veterans Affairs, approved this document on March 27, 2023, and authorized the undersigned to sign and submit the document to the Office of the Federal Register for publication electronically as an official document of the Department of Veterans Affairs.

Consuela Benjamin,
Regulations Development Coordinator, Office of Regulation Policy & Management, Office of General Counsel, Department of Veterans Affairs.

For the reasons set forth in the preamble, we propose to amend 38 CFR part 46 as follows:

**PART 46—[Removed and Reserved]**

1. Remove and reserve part 46, consisting of §§ 46.1 through 46.8.

**BILLING CODE 8320–01–P**

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**DEPARTMENT OF THE INTERIOR**

**Bureau of Land Management**

43 CFR Parts 1600 and 6100

[LLHQ230000.23X.L117000000.PN0000]

RIN 1004–AE92

**Conservation and Landscape Health**

**AGENCY:** Bureau of Land Management, Interior.

**ACTION:** Proposed rule.

**SUMMARY:** The Bureau of Land Management (BLM) proposes new regulations that, pursuant to the Federal Land Policy and Management Act of 1976 (FLPMA), as amended, and other relevant authorities, would advance the BLM’s mission to manage the public lands for multiple use and sustained yield by prioritizing the health and resilience of ecosystems across those lands. To ensure that health and resilience, the proposed rule provides that the BLM will protect intact landscapes, restore degraded habitat, and make wise management decisions based on science and data. To support these activities, the proposed rule would apply land health standards to all BLM-managed public lands and uses, clarify that conservation is a “use” within FLPMA’s multiple-use framework, and revise existing regulations to better meet FLPMA’s requirement that the BLM prioritize designating and protecting Areas of Critical Environmental Concern (ACECs). The proposed rule would add...
to provide an overarching framework for multiple BLM programs to promote ecosystem resilience on public lands.

DATES: Please submit comments on this proposed rule on or before June 20, 2023 or 15 days after the last public meeting. The BLM is not obligated to consider comments made after this date in making its decision on the final rule.


Federal eRulemaking Portal: https://www.regulations.gov. In the Searchbox, enter “1004–AE–92” and click the “Search” button to follow the instructions at this website.

For Comments on Information-Collection Requirements: Written comments and recommendations for the information-collection requirements should be sent within 30 days of publication of this document to www.reginfo.gov/public/do/PRAMain. Find this specific information collection by selecting “Currently under Review—Open for Public Comments” or by using the search function. You may also provide a copy of your comments to the BLM’s Information Collection Clearance Officer via the above address with “Attention PRA Office,” or via email to BLM_HQ_PRA_Comments@blm.gov. Please reference OMB Control Number 1004–0NEW and RIN 1004–AE92 in the subject line of your comments.

FOR FURTHER INFORMATION CONTACT: Stephanie Miller, Deputy Division Chief for Wildlife Conservation, at 202–317–0086, for information relating to the BLM’s national wildlife program or the substance of this proposed rule. For information on procedural matters or the rulemaking process, you may contact Chandra Little, Regulatory Analyst for the Office of Regulatory Affairs, at 202–912–7403. Individuals in the United States who are deaf, deafblind, or hard of hearing, or who have a speech disability, may dial 711 (TTY, TDD, or TeleBraille) to access telecommunications relay services. Individuals outside the United States should use the relay services offered within their country to make international calls to the point-of-contact in the United States.

I. Executive Summary

Under FLPMA, the principles of multiple use and sustained yield govern the BLM’s stewardship of public lands, unless otherwise provided by law. The BLM’s ability to manage for multiple use and sustained yield of public lands depends on the resilience of ecosystems across those lands—that is, the health of the ecosystems and the ability of the lands to deliver associated services, such as clean air and water, food and fiber, renewable energy, and wildlife habitat. Ensuring resilient ecosystems has become imperative, as public lands are increasingly degraded and fragmented due to adverse impacts from climate change and a significant increase in authorized use. To ensure the resilience of renewable resources on public lands for future generations, the proposed rule emphasizes “conservation,” and defines that term to include both protection and restoration activities. It also advances tools and processes to enable wise management decisions based on science and data.

The proposed rule provides a framework to protect intact landscapes, restore degraded habitat, and ensure wise decisionmaking in planning, permitting, and programs, by identifying best practices to manage lands and waters to achieve desired conditions. To do so, the proposed rule applies the fundamentals of land health and related standards and guidelines to all BLM-managed public lands and uses; current BLM policy limits their application to grazing authorizations. In implementing the fundamentals of land health, the proposed rule codifies the need across BLM programs to use high-quality information to prepare land health assessments and evaluations and make determinations about land health condition. The proposed rule requires meaningful consultation during decisionmaking processes with Tribes and Alaska Native Corporations on issues that affect their interests, including the use of Indigenous Knowledge.

To support efforts to protect and restore public lands, the proposed rule clarifies that conservation is a use on par with other uses of the public lands under FLPMA’s multiple-use and sustained-yield framework. Consistent with how the BLM promotes and administers other uses, the proposed rule establishes a durable mechanism, conservation leases, to promote both protection and restoration on the public lands, while providing opportunities for engaging the public in the management of public lands for this purpose. The proposed rule does not prioritize conservation above other uses; it puts conservation on an equal footing with other uses, consistent with the plain language of FLPMA. Finally, the proposed rule would amend the existing ACEC regulations to better ensure that the BLM is meeting FLPMA’s command to give priority to the designation and protection of ACECs. The proposed regulatory changes would emphasize ACECs as the principal designation for protecting important natural, cultural, and scenic resources, and establish a more comprehensive framework for the BLM to identify, evaluate, and consider special management attention for ACECs in land use planning. The proposed rule emphasizes the role of ACECs in contributing to ecosystem resilience by providing for ACEC designation to protect landscape intactness and habitat connectivity.

II. Public Comment Procedures

If you wish to comment on this proposed rule, you may submit your comments to the BLM by mail, personal or messenger delivery during regular hours (7:45 a.m. to 4:15 p.m.), Monday through Friday, except holidays, or through the https://www.regulations.gov website (see the ADDRESSES section).

Please make your comments on the proposed rule as specific as possible, limit them to issues pertinent to the proposed rule, explain the reason for any changes you recommend, and include any supporting documentation. Where possible, your comments should reference the specific section or paragraph of the proposal that you are addressing. The BLM is not obligated to consider or include in the Administrative Record for the final rule comments that we receive after the close of the comment period (see DATES) or comments delivered to an address other than those listed previously (see ADDRESSES).

Comments, including names and street addresses of respondents, will be available for public review at the address listed under the ADDRESSES section. Before including your address, telephone number, email address, or other personal identifying information in your comment, be advised that your entire comment—including your personal identifying information—may be made publicly available at any time. Although you can ask us in your comment to withhold your personal identifying information from public review, we cannot guarantee that we will be able to do so.

As explained below, this proposed rule includes revisions to information-collection requirements that must be approved by the Office of Management.
and Budget (OMB). If you wish to comment on the revised information-collection requirements in this proposed rule, please note that such comments must be sent directly to the OMB in the manner described in the DATES and ADDRESSES sections above. Please note that due to COVID–19, electronic submission of comments is recommended.

III. Background

A. The Need for Resilient Public Lands

The BLM manages more than 245 million acres of public lands, roughly one-tenth of the country. The BLM’s stewardship of these lands and resources is guided by FLPMA, unless otherwise provided by law. FLPMA provides the BLM with ample authority and direction to conserve ecosystems and other resources and values across the public lands. Section 102(a)(8) of FLPMA states the policy of the United States that “the public lands be managed in a manner that will protect the quality of scientific, scenic, historical, ecological, environmental, air and atmospheric, water resource, and archeological values; that, where appropriate, will preserve and protect certain public lands in their natural condition; that will provide food and habitat for fish and wildlife and domestic animals; and that will provide for outdoor recreation and human occupancy and use” (43 U.S.C. 1701(a)(8)). Each of these services and values that FLPMA authorizes the BLM to safeguard emanates from functioning and productive native ecosystems that supply food, water, habitat, and other ecological necessities.

Furthermore, FLPMA requires that unless “public land has been dedicated to specific uses according to any other provisions of law,” the Secretary, through the BLM, must “manage the public lands under principles of multiple use and sustained yield” (43 U.S.C. 1732(a)). The term “sustained yield” means “the achievement and maintenance in perpetuity of a high-level annual or regular periodic output of the various renewable resources of the public lands consistent with multiple use” (43 U.S.C. 1702(h)). The BLM recognizes this need for ecosystems to continue to provide services and values when declaring, in its mission statement, its goal “to sustain the health, diversity, and productivity of public lands for the use and enjoyment of present and future generations.” (BLM.gov emphasis added; see also 43 U.S.C. 1702(c).)

Without ensuring that native ecosystems are functioning and resilient, the agency risks failing on this commitment to the future.

The term “multiple use” means, among other things, “the management of the public lands and their various resource values so that they are utilized in the combination that will best meet the present and future needs of the American people”; “the use of some land for less than all of the resources”; “a combination of balanced and diverse resource uses that takes into account the long-term needs of future generations for renewable and nonrenewable resources, including, but not limited to, recreation, range, timber, minerals, watershed, wildlife and fish, and natural scenic, scientific and historical values”; “harmonious and coordinated management of the various resources without permanent impairment of the productivity of the land and the quality of the environment with consideration being given to the relative values of the resources and not necessarily to the combination of uses that will give the greatest economic return or the greatest unit output.” (43 U.S.C. 1702(c)). FLPMA’s declaration of policy and definitions of “multiple use” and “sustained yield” reveal that conservation is a use on par with other uses under FLPMA. The procedural, action-forcing mechanisms in this proposed rule grow out of that understanding of multiple use and sustained yield.

Public lands are increasingly degraded and fragmented. Increased disturbances such as invasive species, drought, and wildfire, and increased habitat fragmentation are all impacting the health and resilience of public lands and making it more challenging to support multiple use and the sustained yield of renewable resources. Climate change is creating new risks and exacerbating existing vulnerabilities.\(^1\)

To address these threats, it is imperative for the BLM to steward public lands to maintain functioning and productive ecosystems and work to ensure their resilience, that is, to ensure that ecosystems and their components can absorb, or recover from, the effects of disturbances and environmental change. This proposed rule would pursue that goal through protection, restoration, or improvement of essential ecological structures and functions. The resilience of public lands will determine the BLM’s ability to effectively manage for multiple use and sustained yield over the long term. The proposed rule, in acknowledging this reality, identifies and requires practices to ensure that the BLM manages the public lands to allow multiple uses while retaining and building resilience to achieve sustained yield of renewable resources. This proposed rule is designed to ensure that the nation’s public lands continue to provide minerals, energy, forage, timber, and recreational opportunities, as well as habitat, protected water supplies, and landscapes that resist and recover from drought, wildfire, and other disturbances. As intact landscapes play a central role in maintaining the resilience of an ecosystem, the proposed rule emphasizes protecting those public lands with remaining intact, native landscapes and restoring others.

B. Management Decisions To Build Resilient Public Lands

The proposed rule recognizes that the BLM has three primary ways to manage for resilient public lands: (1) protection of intact, native habitats; (2) restoration of degraded habitats; and (3) informed decisionmaking, primarily in plans, programs, and permits. The BLM protects intact landscapes using various tools, including designation of ACECs. The proposed rule uses the term “conservation” in a broader sense, however, to encompass both protection and restoration actions. Thus, it is not limited to lands allocated to preservation, but applies to all BLM-managed public lands and programs.

While BLM policy and guidance outlined in Manual Sections 6500, 6840, 5000, and 1740 encourage programs to implement conservation and ecosystem management, the BLM does not currently have regulations that promote conservation efforts for all resources. This proposed rule is intended to address this gap in the Bureau’s regulations. The proposed rule would require the BLM to plan for and consider conservation as a use on par with other uses under FLPMA’s multiple use framework and identify the practices that ensure conservation actions are effective in building resilient public lands. Conservation, in this proposed rule, includes management of renewable resources consistent with the fundamentals of land health (described below), designed to reach desired future conditions through protection, restoration, and other types of planning, permitting, and program decisionmaking.

The proposed rule addresses protection of intact, native landscapes. One of the principal tools the BLM has...

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available to manage public lands for that type of conservation use is the designation of ACECs. ACECs are areas where special management attention is needed to protect important historic, cultural, and scenic values, fish, or wildlife resources, or other natural systems or processes, or to protect human life and safety from natural hazards. The proposed rule clarifies and expands existing ACEC regulations to better ensure that the BLM is meeting FLPMA’s command to give priority to the designation and protection of these important areas. These proposed regulatory changes support and enhance BLM’s protection of intact landscapes through ACEC designation and better leverage this statutory tool for ecosystem resilience.

The proposed rule also addresses restoration of degraded landscapes. It offers a new tool, conservation leases, that would allow the public to directly support durable protection and restoration efforts to build and maintain the resilience of public lands. These leases would be available to entities seeking to restore public lands or provide mitigation for a particular action. They would not override valid existing rights or preclude other, subsequent authorizations so long as those subsequent authorizations are compatible with the conservation use. The proposed rule would establish the process for applying for and granting conservation leases, terminating or suspending them, determining noncompliance, and setting bonding obligations. Conservation leases and ACECs could also provide opportunities for co-stewardship with federally recognized Tribes and additional protections for cultural resources.

Conservation leases would be issued for a term consistent with the time required to achieve their objective. Most conservation leases would be issued for a maximum of 10 years, which term would be extended if necessary to serve the purposes for which the lease was first issued. Any conservation lease issued for the purposes of providing compensatory mitigation would require a term commensurate with the impact it is offsetting.

Further, to ensure the BLM does not limit its ability to build resilient public lands when authorizing use, the proposed rule includes provisions related to mitigation (i.e., actions to avoid, minimize, and compensate for certain residual impacts). The proposed rule reaffirms the BLM’s adherence to the mitigation hierarchy for all resources. The proposed rule also requires mitigation, to the maximum extent possible, to address adverse impacts to important, scarce, or sensitive resources, and it sets rules for approving third-party mitigation fund holders. There are already several existing approved third-party mitigation fund holders that may receive and administer funds for the mitigation of impacts to natural resources, as well as other funds arising from legal, regulatory, or administrative proceedings that are, subject to the condition that the amounts be received or administered for purposes that further conservation and restoration. The new provisions would ensure that the public enjoys the benefits of mitigation measures and support those seeking permission to use public lands by enhancing mitigation options.

C. Science for Management Decisions To Build Resilient Public Lands

To support conservation actions and decision making, the proposed rule applies the fundamentals of land health (taken verbatim from the existing fundamentals of rangeland health at 43 CFR 4180.1 (2005)) and related standards and guidelines to all renewable-resource management, instead of just to public-lands grazing. Broadening the applicability of the fundamentals of land health would ensure BLM programs will more formally and consistently consider the condition of public lands during decisionmaking processes. Renewable resources on public lands should meet the fundamentals of land health overall at the watershed scale. The proposed rule recognizes, however, that in determining which actions are required to achieve the land health standards and guidelines, the BLM must take into account current land uses, such as mining, energy production and transmission, and transportation, as well as other applicable law. The BLM welcomes comments on how applying the fundamentals of land health beyond lands allocated to grazing will interact with BLM’s management of non-renewable resources.

To implement the fundamentals of land health, the proposed rule directs BLM programs to use high-quality information to prepare land health assessments and evaluations and make determinations about the causes of failing to achieve land health. Such information is derived largely from assessing, inventorying, and monitoring renewable resources, as well as Indigenous Knowledge. The resulting data provides the means for detecting trends in land health and can be used to make management decisions, implement adaptive strategies, and support conservation efforts to build ecosystem resilience.

D. Inventory, Evaluation, Designation, and Management of ACECs

To implement FLPMA’s direction to “give priority to the designation and protection of areas of critical environmental concern,” the BLM follows regulatory requirements found at 43 CFR 1610.7–2 and policy instruction found in Manual Section 1613. The BLM currently inventories, evaluates, and designates ACECs requiring special management direction as part of the land use planning process. The BLM’s land use planning process guides BLM resource management decisions in a manner that allows the BLM to respond to issues and to consider trade-offs among environmental, social, and economic values. Further, the planning process requires coordination, cooperation, and consultation, and provides other opportunities for public involvement that can foster relationships, build trust, and result in durable decisionmaking.

In the initial stages of the planning process, the BLM, through inventories and external nominations, identifies any potential new ACECs to evaluate for relevance, importance, and the need for special management attention. The BLM determines whether such special management attention is needed by evaluating alternatives in the land use plan and considering additional issues related to the management of the proposed ACEC, including public comments received during the planning process. Special management measures may also provide an opportunity for Tribal co-stewardship. In Approved Resource Management Plans, the BLM identifies all designated ACECs and provides the management direction necessary to protect the relevant and important values for which the ACECs were designated.

In more than 40 years of applying the procedures found at 43 CFR 1610.7–2 and in Manual Section 1613, the BLM has identified several needed revisions. Additionally, the BLM’s procedures for considering and designating potential ACECs are currently partially described in regulation and partially described in agency policy. The proposed rule would codify these procedures in regulation, providing more cohesive direction and consistency to the agency’s ACEC designation process. The proposed rule maintains the general process for inventorying, evaluating, designating, and managing ACECs, described here, but makes specific changes to clarify and improve that process.
As part of this rulemaking, the BLM proposes establishing procedures that require consideration of ecosystem resilience, landscape-level needs, and rapidly changing landscape conditions in designating and managing ACECs. The BLM may also revise the ACEC manual and develop an ACEC handbook to integrate the existing rule as well as the changes proposed in this rulemaking, if finalized, into policy. The BLM would thus provide additional guidance for how to incorporate ACECs into resource management decisions in a way that considers trade-offs among environmental, social, and economic values during land use planning.

E. Statutory Authority

The Federal Land Policy and Management Act of 1976, as amended, is the BLM’s organic act; it establishes the agency’s mission to manage public lands. FLPMA further establishes the policy of the United States that public lands be managed in a manner that recognizes the nation’s need for natural resources from those lands, provides for outdoor recreation and other human uses, maintains habitat for fish and wildlife, preserves certain public lands in their natural condition, and protects the quality of the scientific, scenic, historical, ecological, environmental, water-resource, and archaeological values of the nation’s lands (43 U.S.C. 1701).

FLPMA governs the BLM’s management of the public lands and directs the BLM to manage such lands “under principles of multiple use and sustained yield” (except for lands where another law directs otherwise) (43 U.S.C. 1732(a)). Multiple use is defined as the management of the public lands and their various resource values so that they are utilized to the combination that will best meet the present and future needs of the American people; making the most judicious use of the land for some or all of these resources or related services over areas large enough to provide sufficient latitude for periodic adjustments in use to conform to changing needs and conditions; the use of some land for less than all of the resources; a combination of balanced and diverse resource uses that takes into account the long-term needs of future generations for renewable and nonrenewable resources, including, but not limited to, recreation, range, timber, minerals, watersheds, wildlife and fish, and natural scenic, scientific and historical values; and harmonious and coordinated management of the various resources without permanent impairment of the productivity of the land and the quality of the environment with consideration being given to the relative values of the resources and not necessarily to the combination of uses that will give the greatest economic return or the greatest unit output. (43 U.S.C. 1702(c)). FLPMA also authorizes the Secretary to promulgate implementing regulations necessary “to carry out the purposes” of the Act (43 U.S.C. 1740). The rule proposed here under that authority would (1) define and regulate conservation use on the public lands in service of FLPMA’s multiple-use and sustained-yield mandates; (2) provide for third party authorizations to use the public lands for conservation under FLPMA section 302(b) (43 U.S.C. 1732(b)); and (3) revise the existing regulations implementing FLPMA’s direction in sections 201(a) and 202(c)(3) (43 U.S.C. 1711(a), 1712(c)(3)) that the BLM shall give priority to ACECs. (See also 43 U.S.C. 1701(a)(11) (“it is the policy of the United States that—regulations and plans for the protection of public land areas of critical environmental concern be promptly developed.”))

Section 2002 of the Omnibus Public Land Management Act of 2009 (16 U.S.C. 7202) legislatively established the National Landscape Conservation System (NLCS), to include public lands carrying certain executive or congressional designations and set parameters for the management of lands within the system. NLCS lands are subject to regulatory requirements like other BLM-managed public lands. The regulations proposed here define the term “conservation” in a way that is distinct from the use of the term in section 2002. Here, “conservation” is a shorthand for the direction in FLPMA’s multiple-use and sustained-yield mandates to manage public lands for resilience and future productivity. “Conservation,” as the term is defined in these regulations, is part of the BLM’s mission not only on lands within the NLCS, but on all lands subject to FLPMA’s multiple-use and sustained-yield mandates. At the same time, these regulations also would support the BLM’s executive order direction in section 2002 to “manage the [NLCS] in a manner that protects the values for which the components of the system were designated” (16 U.S.C. 7202(c)(2)).

F. Related Executive and Secretarial Direction

The proposed rule responds to, and advances directives set forth in several Executive and Secretary’s Orders and related policies and strategies. These directives call on the Department of the Interior (DOI), and the Federal Government more generally, to use landscape-scale, science-based, collaborative approaches to natural resource management. Recent Presidential and Secretarial directives also emphasize the importance of responding to, and mitigating the effects of, climate change. Executive Order 13990: Protecting Public Health and the Environment and Restoring Science to Tackle the Climate Crisis highlights the need to use science to reduce greenhouse gas emissions, bolster resilience to the impacts of climate change, and prioritize environmental justice. Executive Order 14008: Tackling the Climate Crisis at Home and Abroad calls for quick action to build resilience against the impacts of climate change, bolster adaptation, and increase resilience across all operations, programs, assets, and mission responsibilities with a focus on the most pressing climate vulnerabilities. Section 211 of Executive Order 14008, calls on Federal agencies to develop a Climate Action Plan. In 2021, the DOI completed that plan, which creates policy to confront and adapt to the challenges that climate change poses to the Department’s mission, programs, operations, and personnel.

The Department will use the best available science to take concrete steps to adapt to and mitigate climate-change impacts on its resources. Secretary’s Order 3399: Department-Wide Approach to the Climate Crisis and Restoring Transparency and Integrity to the Decision-Making Process establishes a Departmental Climate Task Force to prioritize the use of the best available science to evaluate the climate change impacts of Federal land uses. Multiple directives related to climate change also emphasize the importance of collaboration, science, and adaptive management as well as the need for landscape-scale approaches to resource management. The Departmental Manual chapter on climate-change policy (523 DM 1), issued on December 20, 2012, directs DOI bureaus and agencies to “promote landscape-scale, ecosystem-based management and strategies to enhance the resilience and sustainability of linked human and natural systems.” The Department of the Interior Climate Action Plan and Climate Adaptation and Resilience Policy, issued on October 7, 2021, provides further guidance.

Secretary’s Order 3289: Addressing the Impacts of Climate Change on America’s Water, Land, and Other Natural and Cultural Resources, issued on September 14, 2009, and amended on February 22, 2010, directs DOI bureaus and agencies to work together,
with other Federal, State, Tribal, and local governments, and also with private landowners, to develop landscape-level strategies for understanding and responding to climate change impacts.

Secretary’s Order 3403: Joint Secretary’s Order on Fulfilling the Trust Responsibility to Indian Tribes in the Stewardship of Federal Lands and Waters, issued November 15, 2021, reiterates the Departments’ commitment to the United States’ trust and treaty obligations as an integral part of managing Federal lands. The Order emphasizes that “Tribal consultation and collaboration must be implemented as components of, or in addition to, Federal land management priorities and direction for recreation, range, timber, energy production, and other uses, and conservation of wilderness, refuges, watersheds, wildlife habitat, and other values.” The Order also notes the benefit of incorporating Tribal expertise and Indigenous Knowledge into Federal land and resources management.

Executive Order 14072, Strengthening the Nation’s Forests, Communities, and Local Economies, recognizes that healthy forests are “critical to the health, prosperity, and resilience of our communities.” It states a policy to pursue science-based, sustainable forest and land management; conserve America’s mature and old-growth forests on Federal lands; invest in forest health and restoration; support indigenous traditional ecological knowledge and cultural and subsistence practices; honor Tribal treaty rights; and deploy climate-smart forestry practices and other nature-based solutions to improve the resilience of our lands, waters, wildlife, and communities in the face of increasing disturbances and chronic stress arising from climate impacts.

The Executive order (E.O.) calls for defining, identifying, and inventorying our nation’s old and mature forests, then stewarding them for future generations to provide clean air and water, sustain plant and animal life, and respect their special importance to Tribal Nations. This proposed rule would advance all of these objectives.

IV. Section-by-Section Discussion of Proposed Rule

Subpart 6101—General Information

Section 6101.1—Purpose

This section describes the overall purpose for this proposed rule. It is designed to ensure healthy wildlife habitat, clean water, and ecosystem resilience so that our public lands can resist and recover from disturbances like drought and wildfire. It also aims to enhance mitigation options, establishing a regulatory framework for those seeking to use the public lands, while also ensuring that the public enjoys the benefits of mitigation measures. The proposed rule discusses the use of protection and restoration actions, as well as tools such as land health evaluations, inventory, assessment, and monitoring. Pursuant to Executive Order 14072, Strengthening the Nation’s Forests, Communities, and Local Economies, and consistent with managing for multiple use and sustained yield, the BLM is working on various aspects of ensuring that forests on Federal lands, including old and mature forests, are managed to: promote their continued health and resilience; retain and enhance carbon storage; conserve biodiversity; mitigate the risk of wildfires; enhance climate resilience; enable subsistence and cultural uses; provide outdoor recreational opportunities; and promote sustainable local economic development. While there are ongoing inter-departmental efforts related to implementing the Executive Order, the BLM is also interested in public comments on whether there are opportunities for this rule to incorporate specific direction to conserve and improve the health and resilience of forests on BLM-managed lands. What additional or expanded provisions could address this issue in this rule? How might the BLM use this rule to foster ecosystem resilience of old and mature forests on BLM lands?

Section 6101.2—Objectives

This section lists the six specific objectives of the proposed rulemaking. These objectives were discussed at length earlier in the preamble for this proposed rule.

Section 6101.3—Authority

This section identifies the authorities under which this proposed rule will be promulgated, which include the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701 et seq.), as amended, and the Omnibus Public Land Management Act of 2009 (16 U.S.C. 7202).

Section 6101.4—Definitions

This section provides new definitions for concepts such as conservation, resilient ecosystems, sustained yield, mitigation, and unnecessary or undue degradation, along with others used throughout the proposed rule text. These definitions apply only in 43 CFR part 6100.

The proposed rule would define the term “best management practices” as state-of-the-art, efficient, appropriate, and practicable measures for avoiding, minimizing, rectifying, reducing, compensating for, or eliminating impacts over time. This definition would provide clarity and consistency as the BLM authorizes restoration and compensatory mitigation actions under the proposed rule.

The proposed rule would define the term “casual use” so that, in reference to conservation leases, it would clarify that the existence of a conservation lease would not in and of itself preclude the public from accessing public lands for noncommercial activities such as recreation. Some public lands could be temporarily closed to public access for purposes authorized by conservation leases, such as restoration activities or habitat improvements. However, in general, public lands leased for conservation purposes under the proposed rule would continue to be open to public use.

The proposed rule would define “conservation” in the context of these regulations to mean maintaining resilient, functioning ecosystems by protecting or restoring natural habitats and ecological functions. The overarching purpose of the proposed rule is to promote the use of conservation to ensure ecosystem resilience, and in doing so the proposed rule would clarify conservation as a use within the BLM’s multiple use framework, including in decisionmaking, authorization, and planning processes. The proposed rule would include a stated objective to promote conservation on public lands, and proposed subpart 6102 would outline principles, directives, management actions and tools—including establishing a new tool in conservation leases—to meet this objective and fulfill the purpose of the proposed rule. Because conservation is the foundational concept for the proposed regulations, the proposed definition would provide important guidance and clarity for the BLM to meet the spirit and intent of the proposed rule. Within the framework of the proposed rule, “protection” and “restoration” together constitute conservation.

The proposed rule would define the term “disturbance” to provide the BLM with guidance in identifying and assessing impacts to ecosystems, restoring affected public lands, and minimizing and mitigating future impacts. Identifying and mitigating disturbances and restoring ecosystems are important components of ensuring ecosystem resilience on public lands.

The proposed rule would define the term “effects” as the direct, indirect,
and cumulative impacts from a public land use, and would clarify that the term should be viewed synonymously with the term “impacts” for the purposes of the rule.

The proposed rule would define the term “high-quality information” so that its use would ensure that the best available scientific information underpins decisions and actions that would be implemented under the proposed rule to achieve ecosystem resilience. The proposed definition would also clarify that Indigenous Knowledge can be high-quality information that should be considered alongside other information that meets the standards for objectivity, utility, integrity, and quality set forth in Federal law and policy.

The proposed rule would define the terms “important,” “scarce,” and “sensitive” resources to provide clarity and consistency in BLM’s implementation of mitigation requirements, including under the proposed rule.

The proposed rule would define the term “Indigenous Knowledge” to reflect the Department of the Interior’s policies, responsibilities, and procedures to respect, and equitably promote the inclusion of Indigenous Knowledge in the Department’s decision making, resource management, program implementation, policy development, scientific research, and other actions.

The proposed rule would define the term “intact landscape” to guide the BLM with implementing direction. The proposed rule (§ 6102.1) would require the BLM to identify intact landscapes on public lands, manage certain landscapes to keep them safe from degradation, and pursue strategies to protect and connect intact landscapes.

The proposed rule would define “land enhancement” to provide clarity for interpreting provisions of the proposed rule that would authorize the BLM to issue conservation leases for the purpose of facilitating land enhancement activities.

The proposed rule would define “landscape” to characterize a meaningful area of land and waters on which restoration, protection and other management actions will take place. Assessing how BLM’s management can affect the functionality and resilience of ecosystems may require considering resources at the landscape scale.

The proposed rule would define “mitigation” consistent with the definition provided by the Council on Environmental Quality regulations (40 CFR 1508.20), which identify various ways to address adverse impacts to resources, including steps to avoid, minimize, and compensate for residual impacts. As a tool to achieve ecosystem resilience of public lands, the BLM will generally apply a mitigation hierarchy to address impacts to public land resources, seeking to avoid, then to minimize, and then to compensate for any residual impacts. This definition and the related provisions in this proposed rule supplement existing DOI policy, which among other things provides boundaries to ensure that compensatory mitigation is durable and effective.

The proposed rule would define the term “mitigation strategies” to identify documents that identify, evaluate, and communicate potential mitigation needs and mitigation measures in advance of anticipated public land uses.

The proposed rule would define the term “monitoring” to describe a critical suite of activities involving observation and data collection to evaluate (1) existing conditions, (2) the effects of management actions, or (3) the effectiveness of actions taken to meet management objectives. Management for ecosystem resilience requires the BLM to understand how proposed use activities impact resource condition at many scales. Monitoring is a critical component of BLM’s Assessment, Inventory and Management (AIM) framework that provides a standardized strategy for assessing natural resource condition and trends on BLM public lands.

The proposed rule would define the term “permittee” to identify those persons with a valid permit, right-of-way grant, lease, or other land use authorization from the BLM. The proposed rule largely discusses “permittees” when identifying the responsibility of parties in the context of mitigation and in discussing the opportunities to rely on third parties in complying with mitigation requirements.

The proposed rule would define “protection” in the context of the overarching purpose of the rule, which is to promote the use of conservation measures to ensure ecosystem resilience of public lands. “Protection” is a critical component of conservation, alongside restoration, and describes acts or processes to preserve resources and keep them safe from degradation, damage, or destruction. The proposed rule (§ 6101.2) would include a stated objective to promote the protection of intact landscapes on public lands, as a critical means to achieve ecosystem resilience.

The proposed rule would define “public lands” in order to clarify the scope of the proposed rule and its intended application to all BLM-managed lands and uses. The proposed definition is the same as the definition of “public lands” that appears at § 6301.5.

The proposed rule would define “reclamation” to identify restoration practices intended to achieve an outcome that reflects project goals and objectives, such as site stabilization and revegetation. While “reclamation” is a part of a continuum of restoration practices, it contrasts with other actions that are specifically designed to recover ecosystems that have been degraded, damaged, or destroyed. Reclamation often involves initial practices that can prepare projects or sites for further restoration activities. The proposed rule (§ 6102.4–2) discusses reclamation in the context of bonding conservation leases to ensure lessees hold sufficient bond amounts to provide for the reclamation of the conservation lease area(s) and the restoration of any lands or surface waters adversely affected by conservation lease operations.

The proposed rule would define “resilient ecosystems” in the context of the rule’s foundational precept that BLM’s management of public lands on the basis of multiple use and sustained yield relies on resilient ecosystems. The purpose of the proposed rule is to promote the use of conservation to ensure that ecosystems on public lands can resist disturbance maintain and regain their function following environmental stressors such as drought and wildfire. The proposed rule identifies and requires the use of protection and restoration actions, as well as tools such as land health evaluations, inventory, assessment, and monitoring to ensure BLM is managing for resilient ecosystems.

The proposed rule would define “restoration” in the context of the overarching purpose of this proposed rule which is to promote the use of conservation to ensure the ecosystem resilience of public lands. “Restoration” is a critical component of conservation, alongside protection, and describes acts or processes of conservation that assist the recovery of an ecosystem that has been degraded, damaged, or destroyed. The BLM employs a variety of restoration approaches, including mitigation, remediation, revegetation, rehabilitation, and reclamation. The proposed rule (§ 6102.3) would direct the BLM to emphasize restoration across the public lands and requires the inclusion of a restoration plan in any new or revised Resource Management Plan.

The proposed rule would use the FLPMA definition of “sustained yield.”
This proposed rule promotes the use of conservation to achieve resilient ecosystems on public lands, which are essential to managing for multiple use and sustained yield.

The proposed rule would define “unnecessary or undue degradation” in the context of these regulations to mean “harm to land resources or values that is not needed to accomplish a use’s goals or is excessive or disproportionate.” This proposed definition is consistent with BLM’s affirmative obligation under FLPMA to take action to prevent unnecessary or undue degradation. The proposed rule would establish overarching principles for ecosystem resilience and would direct the BLM to implement those principles in part by preventing unnecessary or undue degradation in its decisionmaking.

Section 6101.5—Principles for Ecosystem Resilience

The proposed rule relies upon express direction provided in FLPMA to manage public lands on the basis of multiple use and sustained yield, and it would establish the principle that the BLM must conserve renewable natural resources at a level that maintains or improves ecosystem resilience in order to achieve this mission.

Section 6101.5(d) in the proposed rule would direct authorized officers to implement principles of ecosystem resilience by recognizing conservation as a land use within the multiple use framework, including in decisionmaking, authorization, and planning processes; protecting and maintaining the fundamentals of land health; restoring and protecting intact public lands; applying the full mitigation hierarchy to address impacts to species, habitats, and ecosystems from land use authorizations; and preventing unnecessary or undue degradation.

Subpart 6102—Conservation Use To Achieve Ecosystem Resilience

The proposed rule would clarify that conservation is a use on par with other uses of public lands under FLPMA’s multiple use framework. FLPMA directs the BLM to manage the public lands in a manner that protects the quality of ecological, wildlife, recreation, scenic, environmental, scientific, air, and water resources, among other resources and values, and that protects certain public lands in their natural condition. The BLM implements this mandate through land use plan designations, allocations, and other land planning decisions that conserve public land resources and seek to balance conservation use with other uses such as energy development and recreation. The BLM also implements this mandate in decisionmaking and management actions by promoting conservation use, limiting subsequent authorizations when incompatible with conservation use, and mitigating impacts to natural resources on public lands. The proposed rule would provide specific direction for implementing certain programs in a way that emphasizes conservation use and provide new tools and direction for managing conservation use to ensure ecosystem resilience on public lands.

Section 6102.1—Protection of Intact Landscapes

Section 6102.1(a) of the proposed rule would identify the principles for protecting intact landscapes in the context of increased pressure and increased landscape vulnerability due to climate change and other disturbance. Section 6102.1(b) would call on authorized officers to prioritize protection of such landscapes.

Section 6102.2—Management To Protect Intact Landscapes

Authorized officers would be required by §6102.2(a) and (b) to identify and seek to maintain intact landscapes, including by utilizing available watershed condition classifications and other available data. During the resource management planning process, some tracts of public lands should be put into a conservation use, such as by appropriately designating or allocating the land, to maintain or improve ecosystem resilience. When determining, through planning, whether conservation use is appropriate in a given area, authorized officers would determine which, if any, landscapes to manage to protect intactness, necessarily taking into account other potential uses in accordance with the BLM’s multiple use management approach. (§ 6102.2(b)) In identifying the areas that are most suitable for management as intact landscapes, the BLM could work with communities to identify areas that the communities have targeted for strategic growth and development; managing those areas for intactness is less likely to be appropriate. Section 6102.2(c) would require authorized officers to prioritize acquisition of lands or interests in lands that would further protect and connect intact landscapes and functioning ecosystems, and § 6102.2(d) would direct the BLM to develop a national system for collecting and tracking disturbance data and to use those data to minimize disturbance and improve ecosystem resilience.

Section 6102.3—Restoration

Restoration is the process of assisting the recovery of an ecosystem that has been degraded, damaged, or destroyed. The BLM employs a variety of restoration approaches, including mitigation, remediation, revegetation, rehabilitation, and reclamation. The proposed rule would direct the BLM to emphasize restoration across the public lands to enable achievement of its sustained yield mandate and would encourage active management to promote restoration when appropriate to achieve ecosystem resilience.

Section 6102.3–1—Restoration Prioritization

Section 6102.3–1 would direct authorized officers to identify priority landscapes for restoration at least every five years. Landscape prioritization is to be based on land health and watershed condition assessments, the likelihood that restoration efforts would succeed, partnership opportunities that would enable coordination across a broader landscape, benefits to local communities, and opportunities also to prevent unnecessary or undue degradation of the public lands.

Section 6102.3–2—Restoration Planning

The proposed rule would require authorized officers to include a restoration plan in any new or revised Resource Management Plan, which would have to address criteria set forth in §6102.3–2(a). Included in the restoration plan would be actions that, under §6102.3–2(b), would be implemented to achieve set goals and objectives; the actions would have to be performed at the appropriate spatial and temporal scale, and they would have to address the cause of degradation. Authorized offers would plan in 5-year increments, but of course the schedule could describe longer term goals and efforts. Actions would be coordinated with partners, and the BLM would use conservation leases issued under §6102.4 for the purpose of restoring, managing, and monitoring priority landscapes. Locally appropriate best management practices would be implemented in accordance with §6102.3–2(b)(5). Authorized officers would also be required to track progress toward achieving restoration goals and ensure restoration projects are consistent with the land health standards, restoration goals and objectives, best management practices, and Resource Management Plan restoration plans.
Section 6102.4—Conservation Leasing

Section 302(b) of FLPMA, 43 U.S.C. 1732(b), grants the Secretary authority to regulate through appropriate instruments the use, occupancy, and development of the public lands. As the U.S. Court of Appeals for the Tenth Circuit has recognized, the authority granted in section 302(b) is considerably broader than the authority granted in subject-specific provisions of FLPMA. Greater Yellowstone Coal. v. Tidwell, 572 F.3d 1115, 1126–27 (10th Cir. 2009).

Under that broad authority, the proposed rule would provide a framework for the BLM to issue conservation leases on public lands for the purpose of pursuing ecosystem resilience through mitigation and restoration. The BLM will determine whether a conservation lease is an appropriate mechanism based on the context of each proposed conservation use and application, not necessarily as a specific allocation in a land use plan. Conservation leases could be issued to any qualified individual, business, non-governmental organization, or Tribal government. The BLM seeks comments on whether State and local governments, including state agencies managing fish and wildlife, also should be eligible for holding conservation leases.

Section 6102.4(a)(2) would establish that conservation leases would be issued for the necessary amount of time to meet the lease objective and specify that a lease issued for restoration or protection purposes would be issued for a renewable term of up to 10 years, whereas a lease issued for mitigation purposes would be issued for a term commensurate with the impact it is mitigating. All conservation leases would be reviewed for consistency with lease provisions at regular intervals and could be extended beyond their primary terms. Section 6102.4(a)(3) would specify that conservation leases may be issued either for “restoration or land enhancement” or “mitigation.” The proposed rule would only authorize issuance of conservation leases for ecosystem protection where that protection is related to a restoration or land enhancement project or to support mitigation for a particular action. For example, as part of authorizing a renewable energy project on public lands, the BLM and the project proponent may agree to compensate for loss of wildlife habitat by restoring or enhancing other habitat areas. A conservation lease could be used to protect those areas. Similarly, the BLM may require compensatory mitigation for residual impacts that cannot be avoided. A conservation lease could be used to put compensatory mitigation dollars to work restoring compromised landscapes.

This provision is not intended to provide a mechanism for precluding other uses, such as grazing, mining, and recreation. Conservation leases should not disturb existing authorizations, valid existing rights, or state or Tribal land use management. Rather, this proposed rule is intended to raise conservation up to be on par with other uses under the principles of multiple use and sustained yield.

The BLM requests public comment on the following aspects of the conservation lease proposal.

• Is the term “conservation lease” the best term for this tool?
• What is the appropriate default duration for conservation leases?
• Should the rule constrain which lands are available for conservation leasing?
• Should conservation leases be issued only in areas identified as eligible for conservation leasing in an RMP or areas the BLM has identified (either in an RMP or otherwise) as priority areas for ecosystem restoration or wildlife habitat?
• Should the rule clarify what actions conservation leases may allow?
• Should the rule expressly authorize the use of conservation leases to generate carbon offset credits?
• Should conservation leases be limited to protecting or restoring specific resources, such as wildlife habitat, public water supply watersheds, or cultural resources?

Proposed § 6102.4(b) and (c) would set forth the application process for acquiring a conservation lease. Applicants would be required to submit detailed information regarding the proposed conservation use, anticipated impacts and costs, conformance with BLM plans, programs and policies, and the schedule for any restoration activities. The authorized officer would be able to require additional information such as environmental data and proof that the applicant has the technical and financial capability to perform the conservation activities. Once a conservation lease is issued, § 6102.4(a)(4) would preclude the BLM, subject to valid existing rights and applicable law, from authorizing other uses of the leased lands that are inconsistent with the authorized conservation use. Section 6102.4(a)(5) clarifies that the rule itself should not be interpreted to exclude public access to leased lands for casual use of such lands, although the purposes of a lease may require that limitations to public access be put in place in a given instance (for example, temporarily limiting public access to newly restored areas).

Section 6102.4(d) would provide for assignment or transfer of a conservation lease if no additional rights would be conveyed and the proposed assignee or transferee is qualified to hold the lease. Conservation leases would be available on BLM-managed lands that are not allocated to inconsistent uses, including lands within units of the National Landscape Conservation System. The BLM requests public comments on managing conservation leases within the National Landscape Conservation System, including whether separate regulations should apply to these areas.

Cost recovery, rents, and fees for conservation leases would be governed by existing regulations at 43 CFR 2920.6 and 2920.8. Under those regulations, the BLM must charge a rent of at least fair market value. The BLM seeks comment on how fair market value would be determined in the context of restoration or preservation. Would existing methods for land valuation provide valid results? Would lands with valuable alternative land uses be prohibitively expensive for conservation use? Should the BLM incorporate a public benefit component into the rent calculation to account for the benefits of ecosystem services?

Section 6102.4–1—Termination and Suspension of Conservation Leases

Proposed § 6102.4–1 would outline processes for suspending and terminating conservation leases. Where the lease holder fails to comply with applicable requirements, fails to use the lease for its intended purpose, or cannot fulfill the lease’s purpose, the BLM would be authorized to suspend or terminate a conservation lease. An authorized officer would be authorized to issue an immediate temporary suspension of the lease upon determination that noncompliance issue adversely affects or poses a threat to public lands or public health. Following termination, the lease holder would have sixty days to fulfill its obligation to reclaim the site, i.e., return the site to its prior condition or as otherwise provided in the lease. That obligation is distinct from the goal of restoring the site to its ecological potential that underlies the lease.

Section 6102.4–2—Bonding for Conservation Leases

The proposed rule includes bonding obligations for any conservation use that
involves surface-disturbing activities, with § 6102.4–2 establishing regulations for conservation lease bonds. The BLM seeks public comment on whether this rule should allow authorized officers to waive bonding requirements in certain circumstances, such as when a Tribal Nation seeks to restore or preserve an area of cultural importance to the Tribe. Should the waiver authority be limited to such circumstances or are there other circumstances that would warrant a waiver of the bonding requirement?

Section 6102.5—Management Actions for Ecosystem Resilience

Proposed § 6102.5 would set forth a framework for the BLM to make wise management decisions based on science and data, including at the planning, permitting, and program levels, that would help to ensure ecosystem resilience. As part of this framework, authorized officers would be required to identify priority watersheds, landscapes, and ecosystems that require protection and restoration efforts; develop and implement mitigation, monitoring and adaptive management strategies to protect resilient ecosystems; and meaningfully consult with Tribes and Alaska Native Corporations. Authorized officers would be required to include Indigenous Knowledge in decisionmaking and encourage Tribes to suggest ways in which Indigenous Knowledge can be used to inform the development of alternatives, analysis of effects, and identification of mitigation measures.

Consistent with applicable law and the management of the area, authorized officers would also be required to avoid authorizing any use of the public lands that permanently impairs ecosystem resilience. Permanent impairment of ecosystem resilience would be difficult or impossible to avoid, for example, on lands on which the BLM has authorized intensive uses, including infrastructure and energy projects or mining, or where BLM has limited discretion to condition or deny the use. The proposed rule also would require the authorized officer to consider a precautionary approach for resource use when the impact on ecosystem resilience is unknown or cannot be quantified and provide justification for decisions that may impair ecosystem resilience. In other words, the proposed rule does not prohibit land uses that impair ecosystem resilience; it simply requires avoidance and an explanation if such impairment cannot be avoided.

To ensure the best available science is used to inform management actions, the proposed rule would require the BLM to use national and site-based assessment, inventory, and monitoring data, along with other high-quality information, as multiple lines of evidence to evaluate resource conditions and inform decisionmaking. In particular, proposed § 6102.5(c) would require the authorized officer to gather high-quality data and select relevant indicators, then translate the values from those indicators into a watershed condition classification framework and document the results. The goal is to use monitoring objectives and possibly conceptual models to identify if watersheds are in properly functioning condition and how the landscape is functioning as a whole.

Section 6102.5–1—Mitigation

The proposed rule would authorize the BLM to use third-party mitigation fund holders to facilitate compensatory mitigation. Proposed § 6102.5–1(d) would require authorized officers to establish mitigation accounts as appropriate when multiple permittees have similar compensatory mitigation requirements, or a single permittee has project impacts that require substantial, long-term compensatory mitigation. Proposed § 6102.5–1(f) would establish criteria that third parties must meet to be approved as mitigation fund holders. Among other things, the proposed rule would require potential mitigation fund holders to have a history of successfully holding and managing mitigation, escrow, or similar corporate accounts.” This language is intended to ensure that mitigation fund holders have sufficient experience to ensure that they are capable of managing funds. The BLM seeks comment on this language. Does it create a barrier to entry for new mitigation banks? Is there alternative language that would be preferable? The requirement that a third party lack any “family connection” to the mitigating party refers to the leadership of the potential mitigation fund holder.

Subpart 6103 Tools for Achieving Ecosystem Resilience

Section 6103.1—Fundamentals of Land Health

Proposed § 6103.1 would establish four fundamentals of land health—watershed function, ecological processes, water quality, and wildlife habitat—that would form the basis for land health standards and guidelines that the BLM would develop in land use plans under § 6103.1–1 of this proposed rule. Fundamentals of land health are currently addressed in the BLM’s grazing regulations for rangeland health (43 CFR 4180.1 (2005)). The proposed rule would extend the fundamentals of land health to all BLM lands and program areas. The BLM is not proposing any changes to the four fundamentals of land health as articulated in the applicable grazing regulations.

Section 6103.1–1—Land Health Standards and Guidelines

Proposed § 6103.1–1 would instruct authorized officers to implement land health standards and guidelines that conform to the fundamentals of land health across all lands and program areas. This includes reviewing land health standards and guidelines during the land use planning process and developing new or revising existing land health standards and guidelines as necessary, and periodically reviewing land health standards and guidelines in conjunction with regular land use plan evaluations. Until the authorized officer has an opportunity to review and update land health standards and guidelines through land use planning processes, § 6103.1–1(a)(1) of the proposed rule would direct authorized officers to apply existing land health standards and guidelines, including those previously established under subpart 4180 of the agency’s grazing regulations (fundamentals of rangeland health), across all lands and program areas.

Proposed § 6103.1–1(b) through (d) would require the authorized officer to establish goals, objectives, and success indicators to ensure that each land health standard can be measured against resource conditions and to periodically review authorized uses for consistency with the fundamentals of land health. Once land health standards and guidelines are established, any action in response to not meeting them would be subject to § 6103.1–2(e)(2) and taken in a manner that takes into account existing uses and authorizations. Under the proposed rule, the BLM may establish national indicators in support of the implementation of the fundamentals of land health.

Section 6103.1–2—Land Health Assessments, Evaluations, and Determinations

The proposed rule would require authorized officers to consider land
health assessments, evaluations, and determinations across all program areas to inform decisionmaking, including preparing new land health assessments, evaluations, and determinations as warranted. Proposed § 6103.1–2(c) would provide direction for completing land health evaluations, including using multiple lines of evidence and documenting supporting information.

In cases where land health standards are not being achieved, proposed § 6103.1–2(d) would require a determination of causal factors. If existing management practices are determined to be a causal factor, the proposed rule would require the authorized officer to take appropriate action to make significant progress toward fulfillment of the standards and compliance with the guidelines. That requirement would be limited, however, by the caveat that appropriate action must be “consistent with applicable law and the terms and conditions of existing authorizations.” Thus, when determining what actions are “appropriate” to meet the land health standards, the authorized officer would have to take into account existing uses and authorizations.

Section 6103.2—Inventory, Assessment, and Monitoring

The proposed rule would require the BLM to complete watershed condition classifications as part of all land use planning. It is anticipated that watershed condition classifications would frequently be completed not by BLM state offices, but by national-level resources, such as by the National Operations Center, utilizing standardized procedures and existing data and analyses.

Proposed § 6103.2(b) would clarify that the BLM’s inventory of public lands includes both landscape components and core indicators that address land health fundamentals, and would require the use of inventory, assessment, and monitoring information, including standardized quantitative monitoring data, remote sensing maps, and geospatial analyses, to inform decisionmaking across program areas.

Proposed § 6103.2(c) would establish principles to ensure that inventory, assessment, and monitoring activities are evidence-based, standardized, efficient, and defensible.

Subpart 1610—Resource Management Planning

Section 1610.7–2—Designation of Areas of Critical Environmental Concern

The proposed rule includes changes to the land use planning regulations to emphasize the role of ACECs as the principal designation for public lands where special management attention is required to protect important natural, cultural, and scenic resources, and to protect against natural hazards. It would also emphasize the requirement that the BLM give priority to the identification, evaluation, and designation of ACECs during the planning process as required by FLPMA and would provide additional clarity and direction for complying with this statutory requirement. The proposed rule would codify in regulation procedures for considering and designating potential ACECs that are currently only partially described in regulation and partially described in agency policy.

Proposed § 1610.7–2(c) would require authorized officers to identify areas that may be eligible for ACEC status early in the planning process and would highlight the need to target areas for evaluation based on resource inventories, internal and external nominations, and existing ACEC designations.

Proposed § 1610.7–2(d) would provide more specificity for determining whether an area meets the criteria for ACEC designation of relevance, importance, and requiring special management attention. Requiring a finding that special management attention is necessary is consistent with BLM practice but is not a feature of the existing regulations.

Under the proposed rule § 1610.7–2(d)(2), resources, values, systems, or processes may meet the importance criterion if they contribute to ecosystem resilience, including by protecting landscape intactness and habitat connectivity. The proposed rule would also clarify the scope of the importance criterion by striking “more than local significance” in current § 1610.7–2(a)(2). The BLM has found that the use of “local significance” in the existing definition creates confusion because it may be conflated with the separate question under NEPA as to whether environmental impacts are “significant.” Moreover, requiring something more than “local significance” is unnecessarily restrictive. In the context of ACECs, a wide variety of areas can support the BLM’s management of public lands by contributing to ecosystem resilience.

Proposed § 1610.7–2(e) would newly emphasize that resources, values, systems, processes, or hazards that are found to have relevance and importance are likely to warrant special management action and would further identify four considerations when evaluating the need for special management attention, to inform potential ACEC designations in a land use plan.

Proposed § 1610.7–2(g) would clarify that land use plans must include at least one plan alternative that analyzes in detail all proposed ACECs, in order to analyze the consequences of both providing and not providing special management attention to identified resources.

Proposed § 1610.7–2(i) would require authorized officers to consider that inventories used to obtain information and data on the relevance and importance of values, resources, systems, or processes, and natural hazards are kept current, consistent with section 201(a) of FLPMA “so as to reflect changes in conditions and to identify new and emerging resource and other values” (43 U.S.C. 1711(a)). Authorized officers (likely, here, BLM State Directors) would be required to produce annual reports detailing activity plan status and completed and planned implementation actions for designated ACECs.

Section 1610.7–2(j) would direct that ACEC designations may be removed only when special management attention is no longer needed because the identified resources are being provided an equal or greater level of protection through alternate means or the identified resources are no longer present.

The proposed rule eliminates the existing requirement in current § 1610.7–2(b) that the BLM publish a Federal Register notice relating to proposed ACECs and allow for 60 days of comment, in addition to the other Federal Register publication requirements that apply to land use planning. The BLM has found that these Federal Register publication requirements do not provide value above and beyond the general public involvement process, including through notices in the Federal Register, that otherwise applies to land use planning. The public would still have opportunity to comment on proposed ACECs through that latter process.

Finally, throughout the proposed rule under § 1610.7–2, the term “value” would be replaced with the phrase “resources, values, systems, processes, or hazards.” “Value” has been used as a shorthand reference to all the items in the longer phrase but doing so has created confusion. The proposed rule provides for this change as well as other minor changes designed to improve readability throughout the rule text. The proposed rule provides that “ACECs shall be managed to protect the relevant and important resources for
which they are designated.” The BLM is interested in public comment on whether additional regulatory text would help the BLM best fulfill its mandate under FLPMA section 202(c)(3) to “give priority to the . . . protection of [ACECs].” Should the regulations further specify how ACECs should be managed?

**Severability**

The provisions of the proposed rule should be considered separately. If any portion of the rule were stayed or invalidated by a reviewing court, the remaining elements would continue to provide BLM with important and independently effective tools to advance conservation on the public lands. Hence, if a court prevents any provision of one part of this proposed rule from taking effect, that should not affect the other parts of the proposed rule. The remaining provisions would remain in force.

**V. Procedural Matters**

**Regulatory Planning and Review**

(Executive Order 12866 and 13563)

Executive Order (E.O.) 12866 provides that the Office of Information and Regulatory Affairs (OIRA) in the Office of Management and Budget will review all significant rules. The OIRA has determined that this proposed rule is not significant.

E.O. 13563 reaffirms the principles of E.O. 12866 while calling for improvements in the Nation’s regulatory system to promote predictability, reduce uncertainty, and use the best, most innovative, and least burdensome tools for achieving regulatory ends. The E.O. directs agencies to consider regulatory approaches that reduce burdens and maintain flexibility and freedom of choice for the public where these approaches are relevant, feasible, and consistent with regulatory objectives. E.O. 13563 emphasizes further that regulations must be based on the best available science and that the rule making process must allow for public participation and an open exchange of ideas. The BLM has developed this proposed rule in a manner consistent with these requirements.

As outlined in the attached Economic and Threshold Analysis, the proposed rule would not have a significant effect on the economy.

For more detailed information, see the Economic and Threshold analysis prepared for this proposed rule. This analysis has been posted in the docket for the rule on the Federal eRulemaking Portal: https://www.regulations.gov. In the Searchbox, enter “RIN 1004-AE92”, click the “Search” button, open the Docket Folder, and look under Supporting Documents.

**Regulatory Flexibility Act**

This proposed rule will not have a significant economic effect on a substantial number of small entities under the Regulatory Flexibility Act (RFA) (5 U.S.C. 601 et seq.). The RFA generally requires that Federal agencies prepare a regulatory flexibility analysis for rules subject to the “notice-and-comment” rulemaking requirements found in the Administrative Procedure Act (5 U.S.C. 500 et seq.), if the rule would have a significant economic impact, whether detrimental or beneficial, on a substantial number of small entities. See 5 U.S.C. 601–612. Congress enacted the RFA to ensure that government regulations do not unnecessarily or disproportionately burden small entities. Small entities include small businesses, small governmental jurisdictions, and small not-for-profit enterprises.

For the purpose of conducting its review pursuant to the RFA, the BLM believes that the proposed rule would not have a “significant economic impact on a substantial number of small entities,” as that phrase is used in 5 U.S.C. 605.

**Congressional Review Act (CRA)**

This proposed rule is not a major rule under 5 U.S.C. 804(2), the Congressional Review Act. This proposed rule:

a. Does not have an annual effect on the economy of $100 million or more. The BLM did not estimate the annual benefits that this proposed rule would provide to the economy. Please see the Economic and Threshold Analysis for this proposed rule for a more detailed discussion.

b. Will not cause a major increase in costs or prices for consumers, individual industries, Federal, State, or local government agencies, or geographic regions. The proposed rule would benefit small businesses by streamlining the BLM’s processes.

c. Does not have significant adverse effects on competition, employment, investment, productivity, innovation, or the ability of U.S.-based enterprises to compete with foreign-based enterprises. The proposed rule would not have adverse effects on any of these criteria.

**Unfunded Mandates Reform Act (UMRA)**

This proposed rule does not impose an unfunded mandate on State, local, or tribal governments, or the private sector of more than $100 million per year. The proposed rule does not have a significant or unique effect on State, local, or tribal governments, or the private sector. Under the Unfunded Mandates Reform Act (UMRA) (2 U.S.C. 1531 et seq.), agencies must prepare a written statement about benefits and costs, prior to issuing a proposed or final rule that may result in aggregate expenditure by State, local, and tribal governments, or the private sector, of $100 million or more in any 1 year.

This proposed rule is not subject to the requirements under the UMRA. The proposed rule does not contain a Federal mandate that may result in expenditures of $100 million or more for State, local, and tribal governments, in the aggregate, or to the private sector in any one year. The proposed rule would not significantly or uniquely affect small governments. A statement containing the information required by the UMRA is not required.

**Government Actions and Interference With Constituitionally Protected Property Rights Takings (E.O. 12630)**

This proposed rule does not effect a taking of private property or otherwise have taking implications under E.O. 12630. Section 2(a) of E.O. 12630 identifies policies that do not have takings implications, such as those that abolish regulations, announce governmental programs, or modify regulations in a manner that lessens interference with the use of private property. The proposed rule would not interfere with private property. A takings implication assessment is not required.

**Federalism (E.O. 13132)**

Under the criteria in section 1 of E.O. 13132, this proposed rule does not have sufficient federalism implications to warrant the preparation of a federalism summary impact statement. It does not have substantial direct effects on the States, on the relationship between the national government and the States, or on the distribution of power and responsibilities among the various levels of government. A federalism summary impact statement is not required.

**Civil Justice Reform (E.O. 12988)**

This proposed rule complies with the requirements of E.O. 12988. Specifically, this proposed rule:

a. Meets the criteria of section 3(a) requiring that all regulations be reviewed to eliminate errors and ambiguity and be written to minimize litigation; and

b. Meets the criteria of section 3(b)(2) requiring that all regulations be written
in clear language and contain clear legal standards.

**Consultation and Coordination With Indian Tribes (E.O. 13175 and Departmental Policy)**

The Department of the Interior (DOI) strives to strengthen its government-to-government relationship with Indian Tribes through a commitment to consultation with Indian Tribes and recognition of their right to self-governance and tribal sovereignty. We have evaluated this proposed rule under the DOI’s consultation policy and under the criteria in E.O. 13175 and have determined that it has no substantial direct effects on federally recognized Indian Tribes, on the relationship between the Federal Government and Indian tribes, or on the distribution of power and responsibilities between the Federal Government and Indian Tribes, and that consultation under the DOI’s tribal consultation policy is not required. However, consistent with the DOI’s consultation policy (52 Departmental Manual 4) and the criteria in E.O. 13175, the BLM will consult with federally recognized Indian Tribes on any proposal that may have a substantial direct effect on the Tribes.

**Paperwork Reduction Act**

The Paperwork Reduction Act (PRA) (44 U.S.C. 3501–3521) generally provides that an agency may not conduct or sponsor, and not withstanding any other provision of law a person is not required to respond to, a collection of information, unless it displays a currently valid OMB control number. This proposed rule contains information collection requirements that are subject to review by the Office of Management and Budget (OMB) under the PRA. Collections of information include any request or requirement that persons obtain, maintain, retain, or report information to an agency, or disclose information to a third party or to the public (44 U.S.C. 3502(3) and 5 CFR 1320.3(c)).

OMB has generally approved the existing information collection requirements contained in the BLM’s regulations contained in 43 CFR subpart 1610 under OMB Control Number 1004–0212. The proposed rule would not result in any new or revised information collection requirements that are currently approved under that OMB Control Number.

For the reasons set out in the preamble, the BLM proposes to amend 43 CFR by creating part 6100 which would result in new information collection requirements that require approval by OMB. The information collection requirement contained in part 6100 will allow the BLM to issue a conservation lease to qualified individuals or businesses or State, local, or Tribal governments for the purpose of ensuring ecosystem sustainability. The proposed new information collection requirements contained in this proposed rule are discussed below.

**New Information Collection Requirements**

Section 6102.4(b) and (c)—Conservation Leasing: Applications for conservation leases shall be filed with the Bureau of Land Management office having jurisdiction over the public lands covered by the application. Applications for conservation leases shall include a description of the proposed conservation use in sufficient detail to enable the authorized officer to evaluate the feasibility of the proposed conservation use, the impacts, if any, on the environment, the public or other benefits from the land use, the approximate cost of the proposed conservation use, any threat to public health and safety posed by the proposed use, and whether the proposed use is, in the opinion of the applicant, in conformance with the Bureau of Land Management plans, programs, and policies for the public lands covered by the proposed use. The description shall include but not be limited to:

- Details of the proposed uses and activities;
- A description of all facilities for which authorization is sought, including access needs and special types of easements that may be needed;
- A map of sufficient scale to allow the required information to be legible as well as a legal description of primary and alternative project locations;
- Schedule for restoration or land improvement activities; and
- Name and legal mailing address of the applicant.

Section 6102.4(c)(1)(E)—Conservation Leasing (additional information): After review of the project description, the authorized officer may require the applicant to provide additional studies or to submit additional environmental data if such data are necessary for the BLM to decide whether to issue, issue with modification, or deny the proposed conservation use. An application for the use of public lands may require documentation or proof of application for additional private, State, local or other Federal agency licenses, permits, easements, certificates, or other approval documents. The authorized officer may require evidence that the applicant has, or prior to commencement of conservation activities will have the technical and financial capability to operate, maintain, and terminate the authorized land use.

Section 6102.4–1(d)(3)—Termination and Suspension of Conservation Leases: Upon determination that there is noncompliance with the terms and conditions of a conservation lease which adversely affects land or public health or safety, or impacts ecosystem sustainability, the authorized officer shall issue an immediate temporary suspension. Any time after an order of suspension has been issued, the holder may file with the authorized officer a request for permission to resume. The request shall be in writing and shall contain a statement of the facts supporting the request.

Section 6102.4–2(a)—Bonding for Conservation Leases: Prior to the commencement of surface-disturbing activities, the conservation lease holder shall submit a surety or a personal bond, conditioned upon compliance with all the terms and conditions of the conservation lease(s) covered by the bond.

Section 6102.5–1(e)—Mitigation—Approval of third parties as mitigation fund holders: § 6102.5–1(e) would allow in certain limited circumstances authorized officers to approve third parties as mitigation fund holders to establish mitigation accounts for use by entities granted land use authorizations by the BLM. The authorized officer will approve the use of a mitigation account by a permittee only if a mitigation fund holder has a written agreement with the BLM.

Section 6102.5–1(g)—Mitigation—Approval of third parties as mitigation fund holders/State and local government agencies: § 6102.5–1(g) would generally not be approved by the BLM to hold mitigation funds for compensatory mitigation sites on public or private lands. An exception may be made where a government agency is able to demonstrate, to the satisfaction of the BLM, that they are acting as a fiduciary for the benefit of the mitigation project or site, essentially as if they are a third party, and can show that they have the authority and perform the duties described in § 6102.5–1.

The information collection requirements contained in this proposed rule are needed to ensure that accountability through restoration monitoring and tracking is carried out effectively and that project goals are being met. The estimated annual...
information collection burdens for this proposed rule are outlined below:

Title of Collection: Ecosystem Resilience and Conservation (43 CFR part 6100).  
OMB Control Number: 1004-0NEW.  
Form Number: None.  
Type of Review: New collection of information (Request for a new OMB Control Number).  
Respondents/Affected Public: Private sector businesses; Not-for-profit organizations; and State, local, or Tribal governments.  
Respondent’s Obligation: Required to Obtain or Retain a Benefit.  
Frequency of Collection: On occasion.  
Estimated Completion Time per Response: Varies from 5 hours to 240 hours per response, depending on activity.  
Number of Respondents: 37.  
Annual Responses: 37.  
Annual Burden Hours: 1,380.  
Annual Burden Cost: $0.  
If you have any comments or suggestions on this information-collection by the date indicated in the DATES and ADDRESSES sections as previously described.

National Environmental Policy Act (NEPA)  
The BLM intends to apply the Department Categorical Exclusion (CX) at 43 CFR 46.210(i) to comply with the National Environmental Policy Act. This CX covers policies, directives, regulations, and guidelines that are of an administrative, financial, legal, technical, or procedural nature or whose environmental effects are too broad, speculative, or conjectural to lend themselves to meaningful analysis and will later be subject to the NEPA process, either collectively or case-by-case. The BLM plans to document the applicability of the CX concurrently with development of the final rule.

Actions Concerning Regulations That Significantly Affects Energy Supply, Distribution, or Use (E.O. 13211)  
Federal agencies must prepare and submit to OMB a Statement of Energy Effects for any proposed significant energy action. A “significant energy action” is defined as any action by an agency that: (1) Is a significant regulatory action under Executive Order 12866, or any successor order; (2) Is likely to have a significant adverse effect on the supply, distribution, or use of energy; or (3) Is designated by the Administrator of OIRA as a significant energy action. This proposed rule is not a significant action within the meaning of Executive Order 12866 or any successor order. This proposed rule does not affect energy supply or distribution.

Clarity of This Regulation (Executive Orders 12866, 12988 and 13563)  
We are required by Executive Orders 12866 (section 1(b)(12)), 12988 (section 3(b)(1)(B)), and 13563 (section 1(a)), and by the Presidential Memorandum of June 1, 1988, to write all rules in plain language. This means that each rule must:

(a) Be logically organized;  
(b) Use the active voice to address readers directly;  
(c) Use common, everyday words and clear language rather than jargon;  
(d) Be divided into short sections and sentences; and  
(e) Use lists and tables wherever possible.

If you feel that we have not met these requirements, send us comments by one of the methods listed in the ADDRESSES section. To better help the BLM revise the proposed rule, your comments should be as specific as possible. For example, you should tell us the numbers of the sections or paragraphs that you find unclear, which sections or sentences are too long, the sections where you feel lists or tables would be useful, etc.

Authors  
The principal authors of this proposed rule are: Stephanie Miller, BLM Deputy Division Chief, Wildlife Conservation; Darrin King, BLM Division of Regulatory Affairs; Chandra Little, BLM Division of Regulatory Affairs, assisted by the DOI Office of the Solicitor.

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Principal Deputy Assistant Secretary for Land and Minerals Management.

List of Subjects  
43 CFR Part 1600  
Administrative practice and procedure, Coal, Environmental impact statements, Environmental protection, Intergovernmental relations, Public lands, Preservation and conservation.

43 CFR Part 6100  
Ecosystem resilience, Conservation use, Land health, and Restoration.

Accordingly, for the reasons set out in the preamble, the Bureau of Land Management proposes to amend 43 CFR part 1600 and add a new 43 CFR part 6100 as set forth below:

PART 1600—PLANNING, PROGRAMMING, BUDGETING  
1. The authority citation for part 1600 continues to read as follows:  
Authority: 43 U.S.C. 1711–1712  
2. Amend §1610.7–2 to read as follows:  
§1610.7–2 Designation of areas of critical environmental concern.  
(a) An Area of Critical Environmental Concern (ACEC) designation is the principal BLM designation for public lands where special management is required to protect important natural, cultural, and scenic resources, systems, or processes, or to protect life and safety from natural hazards. The BLM designates ACECs when issuing a decision to approve a Resource Management Plan, plan revision, or plan amendment. ACECs shall be managed to protect the relevant and important resources for which they are designated.  
(b) In the land use planning process, authorized officers must identify, evaluate, and give priority to areas that have potential for designation and management as ACECs. Identification, evaluation, and priority management of ACECs shall be considered during the development and revision of Resource Management Plans and during amendments to Resource Management Plans when such action falls within the scope of the amendment (see §§ 1610.4–1 through 1610.4–9).  
(c) The Field Manager must identify areas to evaluate for eligibility as ACECs early in the planning process, including by considering the following sources:  
(1) The Field Manager must analyze inventory data to determine whether there are areas containing resources, values, systems, processes, or hazards eligible for designation as ACECs.  
(2) The Field Manager must evaluate existing ACECs when plans are revised or when designations of ACECs are within the scope of an amendment, including considering potential changes to boundaries and management.  
(3) The Field Manager must seek nominations for ACECs, during public scoping, from the public, State and local governments, Indian tribes, and other Federal agencies (see §1610.2(c)) when developing new plans or revising existing plans, or when designations of ACECs are within the scope of a plan amendment. If nominations are received outside the planning process, interim management may be evaluated, considered, and implemented to protect relevant and important values until the BLM completes a planning process to determine whether to designate the area
as an ACEC, in conformance with the current Resource Management Plan.

(d) To be designated as an ACEC, an area must meet the following criteria:

(1) Relevance. The area contains resources with significant historic, cultural, or scenic value; a fish or wildlife resource; a natural system or process; or a natural hazard potentially impacting life and safety.

(2) Importance. The resources, values, systems, processes, or hazards have substantial importance, which generally requires that they have qualities of special worth, consequence, meaning, distinctiveness, or cause for concern. Authorized officers may consider the national or local importance, subsistence value, or regional contribution of a resource, value, system, or process. Resources, values, systems, or processes may have substantial importance if they contribute to ecosystem resilience, including by protecting intact landscapes and habitat connectivity. A natural hazard can be important if it is a significant threat to human life and safety.

(3) Special Management Attention. The resources, values, systems, processes, or hazards require special management attention. “Special management attention” means management prescriptions that:

(i) Conserve, protect, and restore relevant and important resources, values, systems, processes, or that protect life and safety from natural hazards; and

(ii) Would not be prescribed if the relevant resources, values, systems, processes, or hazards were not present.

(e) Resources, values, systems, processes, or hazards that are found to have relevance and importance are likely to require special management attention. In evaluating the need for special management attention, the Field Manager must consider:

(1) Whether highlighting the resources with the designation will protect or increase the vulnerability of the resources, and if so, how to tailor a designation to maximize protection and minimize unintended impacts;

(2) The values of other resource uses in the plan;

(3) The feasibility of managing the designation; and

(4) The relationship to other types of designations available.

(f) The Field Manager must identify the boundaries of proposed ACECs to encompass the relevant and important resources, values, systems, processes, or hazards, and any areas required for the special management attention needed to provide protection for the relevant and important resources, values, systems, processes, or hazards.

(g) Planning documents must include at least one alternative that analyzes in detail all proposed ACECs to provide for informed decisionmaking on the trade-offs associated with ACEC designation.

(h) The approved plan shall list all designated ACECs, identify their relevant and important resources, values, systems, processes, or hazards, and include the special management attention, including mitigating measures, identified for each designated ACEC.

(i) The State Director shall:

(1) Ensure that inventories used to obtain information and data on relevance and importance are kept current. Monitoring shall be performed and inventories shall be updated at intervals appropriate to the sensitivity of the relevant and important resources, values, systems, processes, or hazards as the designated ACEC.

(2) Prioritize acquisition of inholdings within ACECs and adjacent or connecting lands identified as holding related relevant and important resources, values, systems, processes, or hazards as the designated ACEC.

(3) Provide annual reports within the first quarter of each fiscal year identifying for each designated ACEC within the State:

(i) Whether or not an activity plan is deemed necessary and, if so, whether it has been prepared;

(ii) Implementation actions accomplished during the previous fiscal year, highlighting those actions contributing to the conservation, enhancement, or protection of the resources, values, systems, processes, or protection from natural hazards; and

(iii) Scheduled implementation measures for the ensuing fiscal year.

(j) The State Director, through the land use planning process, may remove the designation of an ACEC, in whole or in part, only when:

(1) The State Director finds that special management attention is not needed because another legally enforceable mechanism provides an equal or greater level of protection; or

(2) The State Director finds that the resources, values, systems, processes, or natural hazards of relevance and importance are no longer present, cannot be recovered, or have recovered to the point where special management is no longer necessary. The findings must be supported by data or documented changes on the ground.

3. Add part 6100 to read as follows:

PART 6100—ECOSYSTEM RESILIENCE

Subpart 6101—General Information

Sec. 6101.1 Purpose.

6101.2 Objectives.

6101.3 Authority.

6101.4 Definitions.

6101.5 Principles for ecosystem resilience.

Subpart 6102—Conservation Use to Achieve Ecosystem Resilience

Sec. 6102.1 Protection of intact landscapes.

6102.2 Management to protect intact landscapes.

6102.3 Restoration.

6102.3–1 Restoration prioritization.

6102.3–2 Restoration planning.

6102.4 Conservation leases.

6102.4–1 Termination and suspension of conservation leases.

6102.4–2 Building for conservation leasing.

6102.5 Management actions for ecosystem resilience.

6102.5–1 Mitigation.

Subpart 6103—Tools for Achieving Ecosystem Resilience

Sec. 6103.1 Fundamentals of land health.

6103.1–1 Land health standards and guidelines.

6103.1–2 Land health assessments, evaluations and determinations.

6103.2 Inventory, assessment and monitoring.


Subpart 6101—General Information

§6101.1 Purpose.

The BLM’s management of public lands on the basis of multiple use and sustained yield relies on healthy landscapes and resilient ecosystems. The purpose of this part is to promote the use of conservation to ensure ecosystem resilience. This part discusses the use of protection and restoration actions, as well as tools such as land health evaluations, inventory, assessment, and monitoring.

§6101.2 Objectives.

The objectives of these regulations are to:

(a) Achieve and maintain ecosystem resilience when administering Bureau programs; developing, amending, and revising land use plans; and approving uses on the public lands;

(b) Promote conservation by protecting and restoring ecosystem resilience and intact landscapes;

(c) Integrate the fundamentals of land health and related standards and guidelines into resource management;

(d) Incorporate inventory, assessment, and monitoring principles into decisionmaking and use this
information to identify trends and implement adaptive management strategies;

(e) Accelerate restoration and improvement of degraded public lands and waters to properly functioning and desired conditions; and

(f) Ensure that ecosystems and their components can absorb, or recover from, the effects of disturbances or environmental change through conservation, protection, restoration, or improvement of essential structures, functions, and redundancy of ecological patterns across the landscape.

§6101.3 Authority.

§6101.4 Definitions.
As used in this part, the term:

Best management practices means state-of-the-art, efficient, appropriate, and practicable measures for avoiding, minimizing, rectifying, reducing, compensating for, or eliminating impacts over time.

Casual use means any short-term, noncommercial activity that does not cause appreciable damage or disturbance to the public lands or their resources or improvements and that is not prohibited by closure of the lands to such activities.

Conservation means maintaining resilient, functioning ecosystems by protecting or restoring natural habitats and ecological functions.

Disturbance means a discrete event in time that affects the structure and function of an ecosystem. Disturbances may be viewed as “characteristic” when ecosystems and species have evolved to accommodate the disturbance attributes or “uncharacteristic” when the attributes are outside an established range of variation.

Effects means the direct, indirect, and cumulative impacts from a public land use; effects and impacts as used in this rule are synonymous.

High-quality information means information that promotes reasoned, fact-based agency decisions. Information relied upon or disseminated by BLM must meet the standards for objectivity, utility, integrity, and quality set forth in applicable federal law and policy. Indigenous knowledge may qualify as high-quality information when that knowledge is authoritative, consensually obtained, and meets the standards for high-quality information.

Important, Scarce, or Sensitive resources:
(1) Important resources means resources that the BLM has determined to warrant special consideration, consistent with applicable law.

(2) Scarce resources means resources that are not plentiful or abundant and may include resources that are experiencing a downward trend in condition.

(3) Sensitive resources means resources that are delicate and vulnerable to adverse change, such as resources that lack resilience to changing circumstances.

Indigenous Knowledge (IK) means a body of observations, oral and written knowledge, practices, and beliefs developed by Tribes and Indigenous Peoples through interaction and experience with the environment. IK is applied to phenomena across biological, physical, social, cultural, and spiritual systems. IK can be developed over millennia, continue to develop, and includes understanding based on evidence acquired through direct contact with the environment and long-term experiences, as well as extensive observations, lessons, and skills passed from generation to generation. IK is developed by Indigenous Peoples including, but not limited to, Tribal Nations, American Indians, Alaska Natives, and Native Hawaiians.

Intact landscape means an unfragmented ecosystem that is free of local conditions that could permanently or significantly disrupt, impair, or degrade the landscape’s structure or ecosystem resilience, and that is large enough to maintain native biological diversity, including viable populations of wide-ranging species. Intact landscapes have high conservation value, provide critical ecosystem functions, and support ecosystem resilience.

Land enhancement means any infrastructure or other use related to the public lands that is designed to improve production of forage; improve vegetative composition; direct patterns of use to improve ecological condition; provide water; stabilize soil and water conditions; promote effective wild horse and burro management; or restore, protect, and improve the condition of land health or fish and wildlife habitat. The term includes, but is not limited to, structures, treatment projects, and the use of mechanical devices or landscape modifications achieved through mechanical means.

Landscape means a network of contiguous or adjacent ecosystems characterized by a set of common management concerns or conditions. The landscape is not defined by the size of the area, but rather by the interacting elements that are relevant and meaningful in a management context. Areas described in terms of aquatic conditions, such as watersheds or ecoregions, may also be “landscapes.”

Mitigation means:
(1) Avoiding the impacts of a proposed action by not taking a certain action or parts of an action;
(2) Minimizing impacts by limiting the degree or magnitude of the action and its implementation;
(3) Rectifying the impact of the action by repairing, rehabilitating, or restoring the affected environment;
(4) Reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action; and
(5) Compensating for the impact of the action by replacing or providing substitute resources or environments. In practice, the mitigation sequence is often summarized as avoid, minimize, and compensate. The BLM generally applies mitigation hierarchically: first avoid, then minimize, and then compensate for any residual impacts from proposed actions.

Mitigation strategies means documents that identify, evaluate, and communicate potential mitigation needs and mitigation measures in a geographic area, at relevant scales, in advance of anticipated public land uses.

Monitoring means the periodic observation and orderly collection of data to evaluate:
(1) Existing conditions;
(2) The effects of management actions; or
(3) The effectiveness of actions taken to meet management objectives.

Permittee means any person that has a valid permit, right-of-way grant, lease, or other land use authorization from the BLM.

Protection is the act or process of conservation by preserving the existence of resources while keeping resources safe from degradation, damage, or destruction.

Public lands means any lands or interests in lands owned by the United States and administered by the Secretary of the Interior through the BLM without regard to how the United States acquired ownership.

Reclamation means, when used in relation to individual project goals and objectives, practices intended to achieve an outcome that reflects the final goal to restore the character and productivity of the land and water. Components of reclamation include, as applicable:
(1) Isolating, controlling, or removing of toxic or deleterious substances;
(2) Grading and reshaping to conform with adjacent landforms, facilitate revegetation, control drainage, and minimize erosion;
(3) Rehabilitating fisheries or wildlife habitat;
(4) Placing growth medium and establishing self-sustaining revegetation;
(5) Removing or stabilizing buildings, structures, or other support facilities;
(6) Plugging drill holes and closing underground workings; and
(7) Providing for post-activity monitoring, maintenance, or treatment.

Resilient ecosystems means ecosystems that have the capacity to maintain and regain their fundamental structure, processes, and function when altered by environmental stressors such as drought, wildfire, nonnative invasive species, insects, and other disturbances.

Restoration means the process or act of conservation by assisting the recovery of an ecosystem that has been degraded, damaged, or destroyed.

Sustained yield means the achievement and maintenance in perpetuity of a high-level annual or regular periodic output of the various renewable resources of BLM-managed lands without permanent impairment of the productivity of the land. Preventing permanent impairment means that renewable resources are not depleted, and that desired future conditions are met for future generations. Ecosystem resilience is essential to BLM’s ability to manage for sustained yield.

Unnecessary or Undue degradation means harm to land resources or values that is not needed to accomplish a use’s goals or is excessive or disproportionate.

§ 6101.5 Principles for ecosystem resilience.

Except where otherwise provided by law, public lands must be managed under the principles of multiple use and sustained yield.

(a) To ensure multiple use and sustained yield, the BLM’s management must conserve the quality of scientific, scenic, historical, ecological, environmental, air and atmospheric, water resource, and archaeological values; preserve and protect certain public lands in their natural condition (including ecological and environmental values); maintain the productivity of renewable natural resources in perpetuity; and consider the long-term needs of future generations, without permanent impairment of the productivity of the land.

(b) The BLM must conserve renewable natural resources at a level that maintains or improves future resource availability and ecosystem resilience.

(c) Authorized officers must implement the foregoing principles through:

(1) Conservation as a land use within the multiple use framework, including in decisionmaking, authorization, and planning processes;
(2) Protection and maintenance of the fundamentals of land health and ecosystem resilience;
(3) Restoration and protection of public lands to support ecosystem resilience;
(4) Use of the full mitigation hierarchy to address impacts to species, habitats, and ecosystems from land use authorizations; and
(5) Prevention of unnecessary or undue degradation.

Subpart 6102—Conservation Use to Achieve Ecosystem Resilience

§ 6102.1 Protection of intact landscapes.

(a) The BLM must manage certain landscapes to protect their intactness. This requires:

(1) Maintaining intact ecosystems through conservation actions.
(2) Managing lands strategically for compatible uses while conserving intact landscapes, especially where development or fragmentation is likely to occur that will permanently impair ecosystem resilience on public lands.
(3) Maintaining or restoring resilient ecosystems through habitat and ecosystem restoration projects that are implemented over broader spatial and longer temporal scales.
(4) Coordinating and implementing actions across BLM programs, offices, and partners to protect intact landscapes.
(5) Pursuing management actions that maintain or mimic characteristic disturbance.

(b) Authorized officers will seek to prioritize actions that conserve and protect intact landscapes in accordance with §6101.2.

§ 6102.2 Management to protect intact landscapes.

(a) When revising a Resource Management Plan under part 1600 of this chapter, authorized officers must use available data, including watershed condition classifications, to identify intact landscapes on public lands that will be protected from activities that would permanently or significantly disrupt, impair, or degrade the structure or functionality of intact landscapes.

(b) During the planning process, authorized officers must determine which, if any, tracts of public land will be put to conservation use. In making such determinations, authorized officers must consider whether:

(1) The BLM can establish partnerships to work across Federal and non-Federal lands to protect intact landscapes;
(2) Multiple lines of evidence indicate that active management will improve the resilience of the landscape through reducing the likelihood of uncharacteristic disturbance;
(3) The BLM can work with communities to identify geographic areas important for their strategic growth and development in order to allow for better identification of the most suitable areas to protect intact landscapes;
(4) The BLM can identify opportunities for co-stewardship with Tribes;
(5) Conservation leases (see §6102.4) can be issued to manage and monitor areas within intact landscapes with high conservation value and complex, long-term management needs; and
(6) Standardized quantitative monitoring and best available information is used to track the success of ecological protection activities (see §6103.3).

(c) When determining whether to acquire lands or interests in lands through purchase, donation, or exchange, authorized officers must prioritize the acquisition of lands or interests in lands that will further protect and connect intact landscapes and functioning ecosystems.

(d) Authorized officers must collect and track disturbance data that indicate the cumulative disturbance and direct loss of ecosystems at a watershed scale resulting from BLM-authorized activities. This information must be included in a national tracking system. The BLM must use the national tracking system to strategically minimize surface disturbance, including identifying areas appropriate for conservation and other uses in the context of threats identified in watershed condition assessments, to analyze landscape intactness and fragmentation of ecosystems, and to inform conservation actions.

§ 6102.3 Restoration.

(a) The BLM must emphasize restoration across the public lands to enable achievement of its multiple use and sustained yield mandate.

(b) In determining the restoration actions required to achieve recovery of ecosystems and promote resilience, the BLM must consider the degree of ecosystem degradation and develop restoration goals and objectives designed to achieve ecosystem resilience and land health standards (see §6103.1–1).
§ 6102.3–1 Restoration prioritization.
(a) Not less than every five years, authorized officers must identify priority landscapes for restoration. In doing so, authorized officers must consider:
1. Results from land health assessments, watershed condition classifications and other best available information (see subpart 6103 of this part);
2. The likelihood of success of restoration activities to achieve resource or conservation objectives;
3. The possibility of implementing a series of coordinated restoration actions benefiting multiple resources at scales commensurate to the cause of the degradation in areas where the BLM manages sufficient lands or partnerships exist to work across jurisdictions;
4. Where restoration actions will have the greatest social, economic, and environmental justice impacts for local communities; and
5. Where restoration can concurrently or proactively prevent unnecessary or undue degradation, such as ecosystem conversion, fragmentation, habitat loss, or other negative outcomes that permanently impair ecosystem resilience.

§ 6102.3–2 Restoration planning.
(a) Authorized officers must include a restoration plan in any Resource Management Plan adopted or revised in accordance with part 1600 of this chapter. Each restoration plan must include goals, objectives, and management actions that require:
1. Measurable progress toward attainment of land health standards;
2. Clear outcomes and monitoring to describe progress and enable adaptive management (see subpart 6103);
3. Coordination and implementation of actions across BLM programs and with partners to develop landscape restoration objectives.
4. Attainment of statewide and regional needs as identified in the assessment of priority landscapes for restoration and consistent with Resource Management Plan goals.
5. Restoration of landscapes that land health assessments, watershed condition classifications and other best available information suggest should be prioritized for restoration.
(b) Authorized officers must design and implement restoration actions to achieve the goals and objectives adopted under paragraph (a) of this section. In doing so, authorized officers must:
1. Ensure that actions are designed, implemented, and monitored at appropriate spatial and temporal scales using suitable treatments and tools to achieve desired outcomes.
2. Ensure that restoration management actions address causes of degradation, focus on ecological process-based solutions, and where possible maintain attributes and resource values associated with the potential or capability of the ecosystem.
3. Coordinate and implement actions across BLM programs and with partners to develop holistic restoration actions.
4. Issue conservation leases under § 6102.4 for the purpose of restoring, managing, and monitoring areas within priority landscapes.
5. Ensure incorporation of locally appropriate best management practices that address the following:
   i. A five-year schedule that describes activities prior to planning (such as pretreatments and native-plant materials procurement), implementation actions (including operation, maintenance, and repair), monitoring (see § 6103.2), and reporting:
   ii. Potential remedial and contingency measures that account for drought and changed circumstances that could delay implementation; and
   iii. Opportunities for compensatory mitigation for important, scarce, or sensitive resources or resources protected by law.
(c) Authorized officers must annually track restoration-project progress toward achieving goals, projects that have achieved project goals, and projects completed without meeting project goals. When assessment and monitoring efforts reveal that restoration outcomes have not been met, authorized officers must assess and track why restoration outcomes are not being achieved and what, if any, additional resources or changes to management are needed to achieve restoration goals.
(d) Authorized officers may authorize a restoration project or approve compensatory mitigation as part of a broader land use authorization only if the proposed restoration project or compensatory mitigation will be consistent with the land health standards, restoration goals and objectives, best management practices and Resource Management Plan restoration plans described in paragraph (a) of this section.

§ 6102.4 Conservation leasing.
(a) The BLM may authorize conservation use on the public lands by issuing conservation leases on such terms and conditions as the authorized officer determines are appropriate for the purpose of ensuring ecosystem resilience through protecting, managing, or restoring natural environments, cultural or historic resources, and ecological communities, including species and their habitats.
1. Conservation leases on the public lands may be authorized for the following activities:
   i. Conservation use that involves restoration or land enhancement; and
   ii. Conservation use that involves mitigation.
2. Authorized officers may issue conservation leases to any qualified individual, business, non-governmental organization, or Tribal government.
3. Conservation leases shall be issued for a term consistent with the time required to achieve their objective.
   i. A conservation lease issued for purposes of restoration or protection may be issued for a maximum term of 10 years and shall be reviewed mid-term for consistency with the lease provisions.
   ii. A conservation lease issued for purposes of mitigation shall be issued for a term commensurate with the impact it is mitigating and reviewed every 5 years for consistency with the lease provisions.
   iii. Authorized officers shall extend or further extend a conservation lease if necessary to serve the purpose for which the lease was first issued. Such extension or further extension can be for a period no longer than the original term of the lease.
4. Subject to valid existing rights and applicable law, once the BLM has issued a conservation lease, the BLM shall not authorize any other uses of the leased lands that are inconsistent with the authorized conservation use.
5. No land use authorization is required under the regulations in this part for casual use of the public lands covered by a conservation lease.
(b) The process for issuing a conservation lease is as follows:
1. An application for a conservation lease must be filed with the Bureau of Land Management office having jurisdiction over the public lands covered by the application. The filing of an application gives the applicant no right to use the public lands.
2. If the lease application is approved, the authorized officer will issue an approved conservation lease on a form approved by the Office of the Director, Bureau of Land Management.
(c) An application for a conservation lease must include:
(1) A description of the proposed conservation use in sufficient detail to enable authorized officers to evaluate the feasibility of the proposed conservation use; the impacts, if any, on the environment; the public or other benefits from the conservation use; the approximate cost of the proposed conservation use; any threat to public health and safety posed by the proposed use; and how, in the opinion of the applicant, the proposed use conforms to the Bureau of Land Management’s plans, programs, and policies for the public lands covered by the proposed use. The description shall include but not be limited to:
(i) Details of the proposed uses and activities;
(ii) A description of all facilities for which authorization is sought, including access needs and special types of leases that may be needed;
(iii) A map of sufficient scale to allow the required information to be legible as well as a legal description of primary and alternative project locations;
(iv) A schedule for restoration or land enhancement activities if applicable; and
(v) The following additional information, upon request of authorized officers:
(A) Additional studies or environmental data, if such studies or data are necessary for the BLM to decide whether to issue, issue with modification, or deny the proposed conservation lease;
(B) Documentation of or proof of application for additional private, State, local or other Federal agency licenses, permits, easements, certificates, or other approvals.
(C) Evidence that the applicant has, or prior to commencement of conservation activities will have, the technical and financial capability to operate, maintain, and terminate the authorized conservation use.
(2) The application shall include the name and legal mailing address of the applicant, as well as a statement of the applicant’s interest in the resource or purpose of the lease.
(3) If the applicant is other than an individual, the application shall include the name and address of an agent authorized to receive notice of actions pertaining to the application.
(4) If any of the information required in this section has already been submitted as part of a separate conservation use proposal, the application need only refer to that proposal by filing date, office, and case number. The applicant shall certify that there have been no changes in any of the information.

(d) Approval of the application is not guaranteed and is solely at the discretion of the authorized officer.
(e) A conservation lease may only be assigned or transferred with the written approval of the authorized officer, and no assignment or transfer shall be effective until the BLM has approved it in writing. Authorized officers may authorize assignment or transfer of a conservation lease in their discretion if no additional rights will be conveyed beyond those granted by the original authorization, the proposed assignee or transferee is qualified to hold the lease, and the assignment or transfer is in the public interest.
(f) Administrative cost recovery, rents and fees for conservation leases will be governed by the provisions of §§ 2920.6 and 2920.8.

§6102.4–1 Termination and suspension of conservation leases.
(a) If a conservation lease provides by its terms that it shall terminate on the occurrence of a fixed or agreed-upon event, the conservation lease shall automatically terminate by operation of law upon the occurrence of such event.
(b) A conservation lease may be terminated by mutual written agreement between the authorized officer and the lessee to terminate the lease.
(c) Authorized officers have discretion to suspend or terminate conservation leases under the following circumstances:
(1) Improper issuance of the lease;
(2) Noncompliance by the holder with applicable law, regulations, or terms and conditions of the conservation lease;
(3) Failure of the holder to use the conservation lease for the purpose for which it was authorized; or
(4) Impossibility of fulfilling the purposes of the lease.
(d) Upon determination that the holder has failed to comply with any terms or conditions of a conservation lease and that such noncompliance adversely affects or poses a threat to land or public health or safety or impacts to ecosystem resilience, authorized officers shall issue an immediate temporary suspension.
(1) Authorized officers may issue an immediate temporary suspension order orally or in writing at the site of the activity to the holder or a contractor or subcontractor of the holder, or to any representative, agent, employee or contractor of any of them, and the suspended activity shall cease at that time. As soon as practicable, authorized officers shall serve in the order by a written notice to the holder addressed to the holder or the holder’s designated agent. Authorized officers may also take such action considered necessary to address the adverse effects or threat to land or public health or safety or impacts to ecosystem resilience.
(2) Authorized officers may order immediate temporary suspension of an activity regardless of any action that has been or is being taken by another Federal or State agency.
(3) Any time after an order of temporary suspension has been issued, the holder may file with authorized officers a request for permission to resume. The request shall be in writing and shall contain a statement of the facts supporting the request. Authorized officers may grant the request upon determination that the adverse effects or threat to land or public health or safety or impacts to ecosystem resilience are resolved.
(4) Authorized officers may render an order either to grant or to deny the request to resume within 5 working days of the date the request is filed. If authorized officers do not render an order on the request within 5 working days, the request shall be considered denied, and the holder shall have the same right to appeal as if an order denying the request had been issued.
(e) Process for termination or suspension other than temporary immediate suspension.
(1) Prior to commencing any proceeding to suspend or terminate a conservation lease, authorized officers shall give written notice to the holder of the legal grounds for such action and shall give the holder a reasonable time to address the legal basis the authorized officer identifies for suspension or termination.
(2) After due notice of termination or suspension to the holder of a conservation lease, if grounds for suspension or termination still exist after a reasonable time, authorized officers shall give written notice to the holder and refer the matter to the Office of Hearings and Appeals for a hearing before an Administrative Law Judge pursuant to part 4 of this chapter. The authorized officers shall suspend or revoke the conservation lease if the Administrative Law Judge determines that grounds for suspension or revocation exist and that such action is justified.
(3) Authorized officers shall terminate a suspension order when authorized officers determine that the grounds for such suspension no longer exist.
(4) Upon termination of a conservation lease, the holder shall, for 60 days after the order of termination, retain authorization to use the associated public lands solely for the
purposes of reclaiming the site to its use
conditions consistent with achieving
land health fundamentals, unless
otherwise agreed upon in writing or in
the conservation lease terms. If the
holder fails to reclaim the site consistent
with the requirements of these
regulations and the conservation lease
terms within a reasonable period, all
authorization to use the associated
public lands will terminate, but that
shall not relieve the holder of liability
for the cost of reclaiming the site.

§ 6102.4-2 Bonding for conservation
leases.

(a) Bonding obligations. (1) Prior to
the commencement of surface-
disturbing activities, the conservation
lease holder shall submit a surety or a
personal bond conditioned upon
compliance with all the terms and
conditions of the lease covered by the
bond, as described in this subpart. The
bond amounts shall be sufficient to
ensure reclamation of the conservation
lease area(s) and the restoration of any
lands or surface waters adversely
affected by conservation lease
operations. Such restoration may be
required after the abandonment or
cessation of operations by the
conservation lease holder in accordance
with, but not limited to, the standards
and requirements set forth by
authorized officers.

(2) Surety bonds shall be issued by
qualified surety companies certified by
the Department of the Treasury.

(3) Personal bonds shall be
accompanied by:

(i) Cashier’s check;

(ii) Certified check; or

(iii) Negotiable Treasury securities of
the United States of a value equal to the
amount specified in the bond.

Negotiable Treasury securities shall be
accompanied by a proper conveyance to
the Secretary of full authority to sell
such securities in case of default in the
performance of the terms and conditions
of a conservation use authorization.

(b) State-wide bonds. In lieu of bonds
for each individual conservation lease,
holders may furnish a bond covering all
conservation leases and operations in
any one State. Such a bond must be at
least $25,000 and must be sufficient to
ensure reclamation of all of the holder’s
conservation lease area(s) and the
restoration of any lands or surface
waters adversely affected by
conservation lease operations in the State.

(c) Filing. All bonds shall be filed in
the proper BLM office on a current form
approved by the Office of the Director.
A single copy executed by the principal
or, in the case of surety bonds, by both
the principal and an acceptable surety is
sufficient. Bonds shall be filed in the
Bureau State office having jurisdiction
of the conservation use easement
covered by the bond.

(d) Default. (1) Where, upon a default,
the surety makes a payment to the
United States of an obligation incurred
under a conservation lease, the face
amount of the surety bond or personal
bonds and the surety’s liability
thereunder shall be reduced by the
amount of such payment.

(2) After default, where the obligation
in default equals or is less than the face
amount of the bond(s), the principal
shall either post a new bond or restore
the existing bond(s) to the amount
previously held or a larger amount as
determined by authorized officers. In
lieu thereof, the principal may file
separate or substitute bonds for each
conservation use covered by the
deficient bond(s). Where the obligation
incurred exceeds the face amount of the
bond(s), the principal shall make full
payment to the United States for all
obligations incurred that are in excess of
the face amount of the bond(s) and shall
post a new bond in the amount
previously held or such larger amount
as determined by authorized officers.
The restoration of a bond or posting of
a new bond shall be made within 6
months or less after receipt of notice
from authorized officers.

(3) Failure to comply with these
requirements may:

(i) Subject all leases covered by such
bond(s) to termination under the
provisions of this title;

(ii) Prevent the bond obligor or
principal from acquiring any additional
conservation lease or interest therein
under this subpart; and

(iii) Result in the bond obligor or
principal being referred to the
Suspension and Debarment Program
under 2 CFR part 1400 to determine if
the entity will be suspended or debarred
from doing business with the Federal
Government.

§ 6102.5 Management actions for
ecosystem resilience.

(a) Authorized officers must:

(1) Identify priority watersheds,
landscapes, and ecosystems that require
protection and restoration efforts;

(2) Develop and implement strategies,
including mitigation strategies, and
approaches that effectively manage
public lands to protect resilient
ecosystems;

(3) Develop and implement
monitoring and adaptive management
strategies that may authorize sustained
yield of renewable resources,
accounting for changing landscapes,
fragmentation, invasive species, and
other environmental disturbances (see
§ 6103.2);

(4) Report annually on the results of
land health assessments, including in
the land health section of the Public
Land Statistics:

(5) Ensure consistency in watershed
condition classifications both among
neighboring BLM state offices and with
the fundamentals of land health; and

(6) Store watershed condition
classification data in a national database
to determine changes in watershed
condition and record measures of
success based on conservation and
restoration goals.

(b) In taking management actions, and
as consistent with applicable law,
authorized officers must:

(1) Consistent with the management
of the area, avoid authorizing uses of the
public lands that permanently impair
ecosystem resilience;

(2) Promote opportunities to support
conservation and other actions that
work towards achieving sustained yield;

(3) Issue decisions that promote the
ability of ecosystems to recover or the
BLM’s ability to restore function;

(4) Meaningfully consult with Indian
Tribes and Alaska Native Corporations
during the decisionmaking process on
actions that may have a substantial
direct effect on the Tribe or Corporation;

(5) Allow State, Tribal, and local
agencies to serve as joint lead agencies
consistent with 40 CFR 1501.7(b) or as
cooperating agencies consistent with 40
CFR 1501.8(a) in the development of
environmental impact statements or
environmental assessments;

(6) Respect include Indigenous
Knowledge, including by:

(i) Encouraging Tribes to suggest ways
in which Indigenous Knowledge can be
used to inform the development of
alternatives, analysis of effects, and
when necessary, identification of
mitigation measures; and

(ii) Communicating to Tribes in a
timely manner and in an appropriate
format how their Indigenous Knowledge
was included in decisionmaking,
including addressing management of
sensitive information;

(7) Develop and implement mitigation
strategies that identify compensatory
mitigation opportunities and encourage
siting of large, market-based mitigation
projects (e.g., mitigation or conservation
banks) on public lands where durability
can be achieved;

(8) Consider a precautionary approach
for resource use when the impact on
ecosystem resilience is unknown or
cannot be quantified; and
(9) Provide a justification for decisions that may impair ecosystem resilience.

(c) Authorized officers must use national, regional, and site-based assessment, inventory, and monitoring data as available and appropriate, along with other high-quality information, as multiple lines of evidence to evaluate resource conditions and inform decisionmaking, specifically by:

(1) Gathering high-quality available data relevant to the management decision, including standardized quantitative monitoring data and data about land health;

(2) Selecting relevant indicators for each applicable management question (e.g., land health standards, restoration objectives, or infactness);

(3) Establishing a framework for translating indicator values to condition categories (such as quantitative-monitoring objectives or science-based conceptual models); and

(4) Summarizing results and ensuring that a clear and understandable rationale is documented, explaining how the data was used to make the decision.

§ 6102.5-1 Mitigation.

(a) The BLM will generally apply the mitigation hierarchy to avoid, minimize and compensate for, as appropriate, adverse impacts to resources when authorizing uses of public lands. As appropriate in a planning process, the authorized officer may identify specific mitigation approaches for identified uses or impacts to resources.

(b) Authorized officers shall, to the maximum extent possible, require mitigation to address adverse impacts to important, scarce, or sensitive resources.

(c) For compensatory mitigation, the BLM may use a third-party mitigation fund holder. Authorized officers may approve third-party mitigation fund holders to establish mitigation accounts for uses by entities granted land use authorizations by the BLM, when such accounts are an appropriate and efficient method for implementing mitigation measures required through a BLM decision document. Approved mitigation fund holders are allowed to collect and manage mitigation funds collected from permittees and to expend the funds in accordance with agency decision documents and permits.

(d) Authorized officers may establish mitigation accounts as appropriate when multiple permittees have similar compensatory mitigation requirements or a single permittee has project impacts that require substantial compensatory mitigation that will be accomplished over an extended period and involve multiple mitigation sites.

(e) Authorized officers may approve the use of a mitigation account by a permittee only if a mitigation fund holder has a written agreement with the BLM as described in paragraph (h) of this section.

(f) Authorized officers may approve a third party as a mitigation fund holder if the party:

(1) Qualifies for tax-exempt status in accordance with Internal Revenue Code (IRC) section 501(c)(3);

(2) Has a history of successfully holding and managing mitigation, escrow, or similar corporate accounts;

(3) Is a public charity bureau for the state in which the mitigation area is located, or otherwise complies with applicable state laws;

(4) Is a third party organizationally separate from and having no corporate or family connection to the entity accomplishing the mitigation project or site;

(5) Adheres to generally accepted accounting practices that are promulgated by the Financial Account Standards Board, or any successor; and

(6) Has the capability to hold, invest, and manage the mitigation funds to the extent allowed by law and consistent with modern “prudent investor” and endowment law, such as the Uniform Prudent Management of Institutional Funds Act of 2006 (UPMIFA) or successor legislation when funds are needed for long-term management and monitoring. UPMIFA incorporates a general standard of prudent spending measured against the purpose of the fund, and invites consideration of a wide array of other factors. For states that have not adopted UPMIFA, analogous state legislation can be relied upon to achieve this purpose.

(g) The BLM may not approve a state or local government agency to hold mitigation funds under paragraph (f) of this section unless the government agency is able to demonstrate, to the satisfaction of the BLM, that it is acting as a fiduciary for the benefit of the mitigation project or site and can show that it has the authority and ability to:

(1) Collect the funds;

(2) Protect the account from being used for purposes other than the management of the mitigation project or site;

(3) Disburse the funds to the entities conducting the mitigation project or management of the mitigation site;

(4) Demonstrate that it is organizationally separate from and has no corporate or family connection to the entity accomplishing the mitigation program or project, the project proponent, and the permittee; and

(5) Adhere to generally accepted accounting practices that are promulgated by the Governmental Accounting Standards Board or any successor entity.

(h) The BLM must execute an agreement with any approved mitigation fund holder. All mitigation fund holder agreements must be recorded with the BLM within 30 days of the agreement being fully executed. The BLM office originating the mitigation fund holder agreement must ensure that annual fiscal reports are accurate and complete.

Subpart 6103—Tools for Achieving Ecosystem Resilience

§ 6103.1 Fundamentals of land health.

(a) Standards and guidelines developed or revised by the BLM in a land use plan must be consistent with the following fundamentals of land health:

(1) Watershed basins are in, or are making significant progress toward, properly functioning physical condition, including their upland, riparian-wetland, and aquatic components; soil and plant conditions support infiltration, soil moisture storage, and the release of water that are in balance with climate and landform and maintain or improve water quality, water quantity, and timing and duration of flow.

(2) Ecological processes, including the hydrologic cycle, nutrient cycle, and energy flow, are maintained, or there is significant progress toward their attainment to support healthy biotic populations and communities.

(3) Water quality complies with state water quality standards and achieves, or is making significant progress toward achieving, established BLM management objectives established in the land use plan such as meeting wildlife needs.

(4) Habitats are, or are making significant progress toward being, restored or maintained for Federal threatened and endangered species, Federal Proposed and Candidate species, and other special status species.

(b) Authorized officers must manage all lands and program areas to achieve land health in accordance with the fundamentals of land health and standards and guidelines, as provided in this subpart.

§ 6103.1-1 Land health standards and guidelines.

(a) To ensure ecosystem resilience, authorized officers must implement
§6103.2 Land health assessments, evaluations, and determinations.
(a) Authorized officers must consider existing land health assessments, evaluations, and determinations in the course of decisionmaking processes regardless of program area. Authorized officers may prepare new land health assessments, evaluations, and determinations in connection with decisionmaking, and must do so if required by other law or regulation.

(b) In the course of conducting land health assessments, authorized officers must measure applicable indicators.

(c) In the course of conducting land health evaluations, authorized officers must:
(1) Document whether land health standards are achieved through land health assessments, documented observations, standardized quantitative data, or other data acceptable to authorized officers as described in §6103.2.
(2) Use multiple lines of evidence. Indicator values can be compared to benchmark values to help evaluate land health standards. Attainment or nonattainment of a benchmark for one indicator can be considered as one line of evidence used in the assessment and evaluation.
(3) If resource conditions are determined to not be meeting, or making progress toward meeting, land health standards, authorized officers must determine the causal factors responsible for nonachievement.
(4) Authorized officers must make progress toward determining the causal factors for nonachievement as soon as practicable but not later than within a year of the land health assessment identifying the nonachievement.
(5) Upon determining that existing management practices or levels of use on public lands are significant factors in the nonachievement of the standards, other remediating actions should be identified and implemented as soon as practicable to address the identified causal factors.
(6) Authorized officers may authorize changes in management or development of a restoration plan to meet other objectives.

§6103.3 Inventory, assessment, and monitoring.
(a) Watershed condition classifications must be completed as part of all land use planning processes.

(b) The BLM will maintain an inventory of public lands. This inventory must include both critical landscape components (e.g., land types, streams, habitats) and core indicators that address land health fundamentals. Authorized officers will use inventory, assessment, and monitoring information, including standardized quantitative monitoring data, remote sensing maps, and geospatial analyses, to inform decisionmaking across program areas, including but not limited to:
(1) Authorization of permitted uses;
(2) Land use planning;
(3) Land health evaluation;
(4) Available watershed assessments;
(5) Restoration planning, including prioritization;
(6) Assessments of restoration effectiveness;
(7) Evaluation and protection of intactness;
(8) Mitigation planning; and
(9) Other decisionmaking processes.

(c) Authorized officers must inventory, assess, and monitor activities employing the following principles:
(1) Structured implementation of monitoring activities through interdisciplinary monitoring plans, which guide monitoring program development, implementation, and data use for decision-makers;
(2) Standardized field measurements to allow data comparisons through space and time in support of multiple management decisions;
(3) Appropriate sample designs to minimize bias and maximize applicability of collected data;
(4) Data management and stewardship to ensure data quality, accessibility, and use; and
(5) Integration with remote sensing products to optimize sampling and calibrate continuous map products.

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June 15, 2023

Tracey Stone-Manning, Director
Bureau of Land Management
US Department of the Interior
1849 C St. NW, Room 5646
Washington, DC 20006
Attn: 1004-AE92


Also Submitted Via Email: BLM_HQ_PRA_Comments@blm.gov

RE: Lyon County, Nevada Comments to the Bureau of Land Management’s Proposed Rule regarding Conservation and Landscape Health (Docket ID No. BLM-2023-0001-0001) RIN: 1004-AE92

Dear Director Stone-Manning:

Lyon County, Nevada (County) offers these comments to the Bureau of Land Management's (BLM’s) Proposed Rule regarding Conservation and Landscape Health (Docket ID No. BLM-2023-0001-0001). Of the approximately 1.3 million acres that make up the County, about 44% are public lands managed by the BLM. BLM-managed public land in the County supports multiple uses, cultural resources, critical wildlife habitat, scenic values, and watersheds. These uses and resources shape the County’s customs, culture and economy. All of these uses and resources are dependent upon sound, multiple use management, in addition to continued access to those lands.

The County is opposed to the Proposed Rule for a multitude of reasons that will be articulated below. The County suggests that the BLM drop this rule from consideration and focus instead on addressing its backlog of outdated Resource Management Plans. Most, if not all of what the rule is proposing to do, could be accomplished through Resource Management Plans under existing authorizations, directives and policies.

Based on its review of the Proposed Rule and its participation in both the Reno and first Virtual Public Hearing, the County does not believe that the BLM has made a sound case as to the need for the Proposed Rule, the legality of the Proposed Rule, or how the proposal will improve management of public lands in the County. The County is concerned that the rule will do more harm than good by adding another layer of bureaucracy, increasing conflict amongst special interests, and confusing the concepts of multiple use, sustainable yield and conservation.

Specific Reasons for Opposition to the Proposed Rule:
Inconsistency with the County’s Public Lands Policy Plan: The County’s Public Lands Policy Plan clearly articulates that the County supports the concept of Multiple Use Management as an overriding philosophy for management of the public lands based on multiple use and sustainable yield concepts, and in a way that will conserve natural and cultural resources. The Plan contains an entire Chapter on “Conservation”; however, unlike the Proposed Rule “Conservation” is NOT defined strictly as “Preservation” and “Restoration”. The County’s approach to “Conservation” stands in stark contrast to the Proposed Rule’s in that the County advocates for active management and stewardship of critical resources. Specifically, the County advocates for cooperative / collaborative conservation efforts (active projects) focused on reduction of fire fuels to reduce the threat of wildfire, treatment of invasive and noxious species, revegetation, and water conservation. The County has found that the approach to “preserve” and “restore” is expensive and ineffective at addressing the major threats to public lands in the County.

Inadequate Process: The County views the Proposed Rule as a major shift in terms of how the BLM operates and manages public lands. The Proposed Rule should have been developed in coordination with state and local governments long before it was published in the Federal Register. The BLM should have completed an extensive NEPA analysis at a minimum to analyze how the rule may impact local customs, culture and economy; disclose how many acres across the west are already “Preserved” through special designation; and analyze how effective BLM-lead “restoration” has been in comparison to locally-led collaborative proactive conservation. To propose a major new “Rule”, only allow a 75-day comment period, and only hold 5 large-scale meetings is an inadequate process.

BLM Capacity and Prioritization: The County questions the BLM’s capacity to implement this rule if finalized. Currently, local BLM offices are years out from processing basic right-of-way authorizations, let alone major planning efforts that are supposed to be cornerstone to its management approach. The County worked for years with the BLM to develop the Draft Carson City District Resource Management Plan (RMP) only for it to get suspended and never finished. Updating local RMPs should be the BLM’s priority, not developing new redundant rules that further confuse and complicate local planning efforts.

Conservation as an Ethic Rather than a Use: It is concerning to the County that the BLM believes it must define conservation as a “Use” to elevate its importance to the same level as other authorizations such as mining, grazing or energy development. It is even more concerning that the Proposed Rule so narrowly defines “Conservation” as “Preservation” and “Restoration”. The County’s view is that the BLM should be incorporating Conservation as an ethic in all aspects of its operation: from where to site renewable energy; to how to minimize impacts of a mineral development; to how to proactively address wildfire before there is a need for “restoration”.

Specific Comments to Specific Parts of the Proposed Rule:

Part 1600 – Planning, Programming, Budgeting: The County does not support the “protection” doctrine described in this part of the Proposed Rule. The County already has a host of protected areas, and any new designations should be developed either through a Congressional process or existing laws and regulations associated with RMP development whereby Areas of Critical Environmental Concern (ACECs) are considered wholistically in consideration of other existing uses.

Section 1610.7-2 – Designation of ACEC: The County believes that this section both sidesteps necessary public process and then subsequently makes development of RMPs more difficult. The County is strongly opposed to the concept of “interim” nominations, designation, and management of ACECs. An interim approach invites conflict, avoids due public process, and disregards cumulative impact analysis of such a designation. This concept needs to be dropped. The rule then goes on to say that any
planning documents “must” include at least one alternative that analyzes in detail all proposed ACECs. This provides an avenue for those opposed to multiple use on public lands a means to filibuster a much needed RMP process by loading it with ACEC proposals, even if they are poorly justified or speculative in nature. An authorized office should be given the ability to qualify poor ACEC nomination as “considered, but not carried forward for further analysis”.

**Part 6100 – Ecosystem Resilience:** The County believes that a new Carson City RMP, developed with local input, would be adequate to “achieve and maintain ecosystem resilience”. Promotion of “conservation” by only “…protecting and restoring ecosystem resilience and intact landscapes” runs counter to the proactive approach taken by this County’s Public Lands Policy Plan to identify and implement appropriate conservation actions. The County questions how this rule “accelerates restoration and improvement of degraded public lands” by limiting “conservation” to either protection or restoration with no mention of maintenance or proactive treatments. This further illustrates the County’s belief that a new rule will only complicate actions already in motion rather than elevating conservation practices to the same level as other uses as the BLM is indicating.

**Subpart 6101 – General Information:** Of major concern to the County is Section 6101.4 “Definitions”. The definition of Conservation is fatally flawed in that it restricts “maintaining resilient, functioning ecosystems” to only “protecting or restoring” them with no acknowledgement of the need for proactive planning and implementation of projects nor maintenance of said ecosystems. “Protection” is the wrong prescription given the current climate and fire cycle and “restoration” tends to be the most expensive and least successful option when it comes to conservation projects. Cooperative active management of areas that have yet to cross an ecological threshold should be the focus of any BLM Conservation effort.

The definition of Indigenous Knowledge should not be exclusive to Tribes and Indigenous Peoples. There are many local stakeholders and permittees that work with the BLM that also maintain a significant amount of indigenous knowledge and they should not be excluded by this rule.

The definition of Intact Landscapes is too broad and does not incorporate any reference to landscape potential, current state, and transition modeling. This also doesn’t account for “intact landscapes” that may be at risk. For instance, pinyon and juniper woodlands that have lost all perennial understory and are no longer “resilient” or “resistant” to change may be “intact”, but “protection” may be the exact wrong prescription to conserve such a woodland.

The definition of Restoration is fundamentally flawed in that it describes the …recovery of an ecosystem that has been degraded, damaged or destroyed but fails to define what “recovery” means. The County would advocate for eliminating the term “Restoration” altogether in this rule and replacing it with the term “Reclamation” whereby conservation actions are developed to maximize the various landscapes by considering the current state, site potential, and existing environment rather than attempting to return a landscape to a previous state where the conditions that created that previous state no longer exist.

The County appreciates inclusion of “Landscape enhancement”, but questions why landscape enhancement and active management is not included in the BLM’s proposed definition of conservation.

**Subpart 6102 – Conservation Use to Achieve Ecosystem Resilience:** The County does not support inclusion of this subpart as it fundamentally disagrees that “Conservation” is a “use”, particularly when the focus is on protection and restoration rather than active management and stewardship.

The County cannot support the concept of Conservation Leasing as described, given its potential to negatively impact the County’s customs, culture and economy, particularly when active conservation is already occurring within the County. It is also concerning that the BLM wouldn’t think to include State
and local governments as a qualified entity to hold a Conservation Lease but would authorize a non-governmental organization or special interest group who may not fundamentally oppose the very concept of multiple use and sustained yield. The County noted that in applying for Conservation Leases, an entity would not be required to disclose all conflicts of interest. This seems to be a major oversight.

The County believes that existing Conservation Agreements, Stewardship Agreements, and other existing mechanisms already allow for sound investments in our shared public lands. If added durability is driving the need for Conservation Leases, then the County would advocate for implementing treatments within designated wilderness, ACECs, or newly designated areas that are developed through robust local processes, such as development of an RMP.

**Subpart 6103 – Tools for Achieving Ecosystem Resilience:** The County is concerned with how applying fundamentals of land health to all uses might affect multiple use. Once again, the County doesn’t see how this subpart warrants a new Rule. Tools for achieving ecosystem resilience could be developed through a locally generated RMP with a focus on the appropriate scale and application of the various tools with buy-in from the local managers and stakeholders who know the area(s) best.

In closing, the County opposes the Proposed Rule and suggests that the BLM focus its efforts on updating its long-overdue Resource Management Plans. There are already tools in place that accomplish much of what the Proposed Rule is trying to do without the need to further conflict and confuse existing processes. The process by which this Rule is being developed is as concerning as the proposed product, and likely in conflict with multiple laws, regulations, and case law. The attempt to narrowly define conservation is not only concerning, but in direct conflict with the County’s stated policies. The County is adamantly opposed to the concept of designation of Interim ACECs with Interim Management, as well as Conservation Leases. There are already existing tools that allow for ACEC designation and conservation projects on public lands in a more collaborative manner than is being proposed. The County remains committed to conservation and health of public lands managed by the BLM within the County but does not view this rule as aiding in that commitment.

Respectfully,

Dave Hockaday, Chair
Lyon County Board of County Commissioners

JLD/ah/ca

cc: Governor Joe Lombardo
    Nevada Congressional Delegation
    Nevada Association of Counties
Subject: For Possible Action: Review and approve comment letter to be submitted to the Bureau of Land Management regarding the proposed rule for the Bi-State Distinct Population Segment of Greater Sage-Grouse.

Recommendation:

Summary:

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:

BLM Proposed Rule
Lyon County Letter 2013
Map
Letter of Response to BLM
DEPARTMENT OF THE INTERIOR

Fish and Wildlife Service

50 CFR Part 17

[Docket No. FWS–R8–ES–2023–0052; FF09E21000 FXES1111090FEDR 234]

RIN 1018–BH21

Endangered and Threatened Wildlife and Plants; Threatened Status for the Bi-State Distinct Population Segment of Greater Sage-Grouse With Section 4(d) Rule and Designation of Critical Habitat

AGENCY: Fish and Wildlife Service, Interior.

ACTION: Proposed rule; reopening of the comment periods.

SUMMARY: We, the U.S. Fish and Wildlife Service (Service), announce that we are reopening the comment periods on our October 28, 2013, proposed rules to list the Bi-State distinct population segment (DPS) of greater sage-grouse (Centrocercus urophasianus) (hereafter Bi-State DPS) as threatened under the Endangered Species Act (Act) with a section 4(d) rule and to designate critical habitat for the Bi-State DPS. The District Court for the Northern District of California vacated our March 31, 2020, withdrawal of the October 28, 2013, proposed listing rule, and that action serves to reinstate the proposed listing rule. We will initiate a new status review to determine whether the Bi-State DPS meets the definition of an endangered or threatened species under the Act. We request new information to inform this status review. Comments previously submitted need not be resubmitted, as they will be fully considered in preparing the final determination.

DATES: The comment periods are reopened on the proposed rules that published October 28, 2013 (at 78 FR 64358 and 78 FR 64328). So that we can fully consider your comments in our final determination, submit your comments on or before June 26, 2023.

ADDRESSES:

Written comments: The docket for this reopened comment period is FWS–R8–ES–2023–0052. You may submit written comments by one of the following methods:


We request that you send comments only by the methods described above. We will post all comments on https://www.regulations.gov. This generally means that we will post any personal information you provide us (see Public Comments, below, for more information).

FOR FURTHER INFORMATION CONTACT:

Justin Barrett, Deputy Field Supervisor, U.S. Fish and Wildlife Service, Reno Fish and Wildlife Office, 1340 Financial Boulevard, Suite 234, Reno, NV 89502; telephone 775–861–6300; or facsimile 775–861–6301. Individuals in the United States who are deaf, deafblind, hard of hearing, or have a speech disability may dial 711 (TTY, TDD, or TeleBraille) to access telecommunications relay services. Individuals outside the United States should use the relay services offered within their country to make international calls to the point-of-contact in the United States.

SUPPLEMENTARY INFORMATION:

Background

On October 28, 2013, we published a proposed rule to list the Bi-State DPS in California and Nevada as a threatened species under the Endangered Species Act of 1973, as amended (“Act”); 16 U.S.C. 1531 et seq.), with a rule under section 4(d) of the Act (78 FR 64358). We concurrently published a proposed rule to designate critical habitat for the Bi-State DPS (78 FR 64328). On April 23, 2015, we published a withdrawal of the proposed rule to list the Bi-State DPS as a threatened species, including withdrawal of the section 4(d) and proposed critical habitat rules (80 FR 22828). That decision was based on our conclusion that the threats to the Bi-State DPS as identified in the proposed listing rule were no longer as significant as believed at the time of publication of the proposed rule and that conservation plans were ameliorating threats to the species. Thus, we concluded that the Bi-State DPS did not meet the definition of a threatened or endangered species throughout all or a significant portion of its range.

On March 9, 2016, Desert Survivors, the Center for Biological Diversity, WildEarth Guardians, and Western Watershed Project filed suit in the United States District Court for the Northern District of California. The suit challenged the withdrawal of the proposal to list the Bi-State DPS. On May 5, 2018, the court issued a decision. As the result of the court order, the April 23, 2015 (80 FR 22828), withdrawal was vacated and remanded to the Service for further consideration consistent with the order, and on April 12, 2019, we reopened the comment periods on the 2013 proposed listing and critical habitat rules (84 FR 14909). After review of the public comments received and other information, on March 31, 2020, we published another withdrawal of the proposed rule to list the Bi-State DPS as a threatened species, including withdrawal of the proposed section 4(d) and critical habitat rules (85 FR 18054). That decision was again based on our conclusion that the threats to the Bi-State DPS as identified in the 2013 proposed listing rule were no longer as significant as believed at the time of publication of the 2013 proposed rule and that conservation plans were ameliorating threats to the species. Thus, we concluded that the Bi-State DPS did not meet the definition of a threatened or endangered species throughout all or a significant portion of its range.

On September 29, 2020, Desert Survivors, the Center for Biological Diversity, WildEarth Guardians, and Western Watershed Project filed suit in the United States District Court for the Northern District of California. The suit again challenged the withdrawal of the proposal to list the Bi-State DPS. On May 16, 2022, the court issued a decision. As the result of the court order, the March 31, 2020 (85 FR 18054), withdrawal was vacated and remanded to the Service for further consideration consistent with the order.

Current Situation

The court’s action returns the rulemaking process to the proposed rule stage, and the status of the Bi-State DPS has reverted to that of a species proposed for listing for the purposes of consultation under section 7 of the Act. The court’s action also reinstates the
proposed section 4(d) rule and the proposed critical habitat rule for the Bi-State DPS (78 FR 64358 and 64328; October 28, 2013). Therefore, this document notifies the public that we are reopening the comment periods on the 2013 proposed rules to list the Bi-State DPS as threatened with a section 4(d) rule and designate critical habitat. We also announce that we will be initiating an entirely new species status assessment (SSA) of the Bi-State DPS. The SSA will inform the decision whether the Bi-State DPS meets the definition of an endangered or threatened species under the Act, or whether the species is not warranted for listing. We are targeting making a new listing determination through publication in the Federal Register by May 2024, which could include withdrawal, re-proposal, or a final listing status and critical habitat determination. We will accept written comments and information during this reopened comment period on the proposed rules to list the Bi-State DPS as threatened with a section 4(d) rule and designate critical habitat that were published in the Federal Register on October 28, 2013 (78 FR 64358 and 78 FR 64328).

Any listing determination we make must be made based on the best available information. To inform this status review, we request new information regarding the Bi-State DPS that has become available since the publication of the 2013 proposed rules.

Species Information

Please refer to the March 31, 2020, withdrawal of our proposed listing rule (85 FR 18054) and the 2020 Species Report (Service 2020, entire; available on the internet at https://www.regulations.gov under Docket No. FWS–R8–ES–2018–0106) for information about the Bi-State DPS taxonomy, habitat (sagebrush ecosystem), seasonal habitat selection, life-history characteristics, home range, life expectancy and survival rates, historical and current range distribution, population estimates and lek (sage-grouse breeding complex) counts, population trends, and land ownership information. Please also refer to our March 23, 2010, 12-month petition finding (75 FR 13910) for the greater sage-grouse for a detailed evaluation of the Bi-State DPS under our DPS policy, which published in the Federal Register on February 7, 1996 (61 FR 4722). For a detailed summary of previous open comment periods, please see our 2015 and 2020 withdrawals of the proposed listing rules (80 FR 22828, April 23, 2015; 85 FR 18054, March 31, 2020).

Information Requested

We will accept written comments and information during this reopened comment period on our proposed rules to list the Bi-State DPS as threatened with a section 4(d) rule and designate critical habitat that were published in the Federal Register on October 28, 2013 (78 FR 64358 and 78 FR 64328). We will consider information and recommendations from all interested parties. We are particularly interested in comments concerning:

1. The Bi-State DPS’s biology, range, and population trends, including:
   a. Biological or ecological requirements of the species, including habitat requirements for feeding, breeding, and sheltering;
   b. Genetics and taxonomy;
   c. Historical and current range, including distribution patterns and the locations of any additional leks or populations of this species;
   d. Historical and current population levels, and current and projected trends; and
   e. Past and ongoing conservation measures for the Bi-State DPS, its habitat, or both.

2. Threats and conservation actions affecting the species, including:
   a. Factors that may be affecting the continued existence of the species, which may include habitat modification or destruction, overutilization, disease, predation, the inadequacy of existing regulatory mechanisms, or other natural or manmade factors.
   b. Biological, commercial trade, or other relevant data concerning any threats (or lack thereof) to this species.
   c. Existing regulations or conservation actions that may be addressing threats to this species.

3. Additional information concerning the historical and current status of the Bi-State DPS.

4. Information on regulations that may be necessary and advisable to provide for the conservation of the Bi-State DPS and that we can consider in developing a section 4(d) rule for the species. In particular, information concerning the extent to which we should include any of the section 9 prohibitions in the 4(d) rule or whether we should consider any additional exceptions from the prohibitions in the 4(d) rule.

5. Whether we should add a provision to the proposed 4(d) rule that covers incidental take of the Bi-State DPS in accordance with agricultural or conservation activities consistent with the Act.

6. Information on effectiveness of ongoing conservation measures and management actions.

7. Information on current habitat conditions including but not limited to quality of upland and meadow or riparian sites, presence and abundance of annual invasive grasses and weeds or other increasing plants (e.g., conifer trees), and recovery of previously burned sites. This information may include larger landscape-scale assessments or smaller site-specific investigations.

8. Specific information on:
   a. The amount and distribution of habitat for the Bi-State DPS.
   b. Any additional areas occurring within the range of the species in western Nevada and eastern California that should be included in the critical habitat designation because they (i) are occupied at the time of listing and contain the physical or biological features that are essential to the conservation of the species and that may require special management considerations, or (ii) are unoccupied at the time of listing and are essential for the conservation of the species.

   c. Special management considerations or protection that may be needed in critical habitat areas we are proposing, including managing for the potential effects of climate change.

   d. To evaluate the potential to include areas not occupied at the time of listing, we particularly seek comments regarding whether occupied areas are adequate for the conservation of the species. Additionally, please provide specific information regarding whether or not unoccupied areas would, with reasonable certainty, contribute to the conservation of the species and contain at least one physical or biological feature essential to the conservation of the species. We also seek comments or information regarding whether areas not occupied at the time of listing qualify as critical habitat for the species.

   e. Land use designations and current or planned activities in the subject areas and their possible impacts on proposed critical habitat.

   f. Any probable economic, national security, or other relevant impacts of designating any area that may be included in the final designation, and the related benefits of including or excluding specific areas.

   g. Information on the extent to which the description of probable economic impacts in the draft economic analysis (available on the internet at https://www.regulations.gov under Docket No. FWS–R8–ES–2013–0042) is a reasonable estimate of the likely economic impacts and any additional information regarding probable
economic impacts that we should consider.

(12) Whether any specific areas we are proposing for critical habitat designation should be considered for exclusion under section 4(b)(2) of the Act, and whether the benefits of potentially excluding any specific area outweigh the benefits of including that area under section 4(b)(2) of the Act. If you think we should exclude any additional areas, please provide information supporting a benefit of exclusion. 

(13) Whether we could improve or modify our approach to designating critical habitat in any way to provide for greater public participation and understanding, or to better accommodate public concerns and comments.

Prior information regarding this rulemaking action may be found in these dockets on https://www.regulations.gov:

<table>
<thead>
<tr>
<th>Docket No.</th>
<th>Rulemaking actions reflected in the docket</th>
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<tr>
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<td>• Second withdrawal of the 2013 proposed listing and critical habitat rules (85 FR 18054, March 31, 2020).</td>
<td>• Commitment letters from Federal, State, and local partners.</td>
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<td>FWS–R8–ES–2023–0052 (This is the docket number for this document, and comments should be submitted to this docket.)</td>
<td>• Reopening of the comment periods on the 2013 proposed listing rule (78 FR 64358, October 28, 2013) and proposed critical habitat rule (78 FR 64328, October 25, 2013).</td>
<td>• Draft Eco nomic Analysis for the Bi-State DPS of Greater Sage-Grouse, 2014.</td>
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<td>• References cited for proposed critical habitat designation.</td>
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Public Comments

Please do not resubmit comments or information already provided on the proposed rules (78 FR 64358 and 64328; October 28, 2013) during the initial comment periods in 2013 or any of the subsequent comment periods (in 2014, as the result of several extensions and reopenings of the comment periods, and in 2019). Any such comments are incorporated as part of the public record of this rulemaking proceeding, and we will fully consider them in the preparation of our determination. Please note that submissions merely stating support for, or opposition to, the action under consideration without providing supporting information, although noted, do not provide substantial information necessary to support a determination. Section 4(b)(1)(A) of the Act directs that determinations as to whether any species is an endangered or a threatened species must be made solely on the basis of the best scientific and commercial data available.

You may submit your comments and materials concerning the proposed rule by one of the methods listed in ADDRESSES. We request that you send comments only by the methods described in ADDRESSES.

Comments and materials we receive will be available for public inspection on https://www.regulations.gov at Docket No. FWS–R8–ES–2023–0052. If you submit information via https://www.regulations.gov, your entire comment—including any personal identifying information—will be posted on the website. If your submission is made via a hardcopy that includes personal identifying information, you may request at the top of your document that we withhold this information from public review. However, we cannot guarantee that we will be able to do so. We will post all hardcopy submissions on https://www.regulations.gov.

Because we will consider all comments and information we receive during the comment period, our final determinations may differ from this proposal. Based on the new information we receive (and any comments on that new information), we may conclude that the species is endangered instead of threatened, or we may conclude that the species does not warrant listing as either an endangered species or a threatened species. For critical habitat, our final designation may not include all areas proposed, may include some additional areas that meet the definition of critical habitat, or may exclude some areas if we find the benefits of exclusion outweigh the benefits of inclusion and exclusion will not result in the extinction of the species. In addition, we may change the parameters of the prohibitions or the exceptions to those prohibitions in the proposed 4(d) rule if we conclude it is appropriate in light of comments and new information received. For example, we may expand the prohibitions to include prohibiting additional activities if we conclude that those additional activities are not compatible with conservation of the species. Conversely,
we may establish additional exceptions to the prohibitions in the final rule if we conclude that the activities would facilitate or are compatible with the conservation and recovery of the species.

**Authors**

The primary author of this document is the Reno Fish and Wildlife Office in Reno, Nevada, in coordination with the Pacific Southwest Regional Office in Sacramento, California.

**Authority**

The Endangered Species Act of 1973, as amended (16 U.S.C. 1531 et seq.) is the authority for this action.

Wendi Weber,

*Acting Director, U.S. Fish and Wildlife Service.*

[FR Doc. 2023–08848 Filed 4–26–23; 8:45 am]

**BILLING CODE 4333–15–P**
December 19, 2013

Public Comments Processing
Attn: FWS-R8-ES-2013-0072
Division of Policy and Directives Management
US Fish and Wildlife Service
4401 N. Fairfax Drive, MS 2042-PDM
Arlington, VA 22203

Re: Lyon County, Nevada Comments to:

Federal Register Docket No. FWS-R8-ES-2013-0072; 4500030113 Endangered and Threatened Wildlife and Plants; Threatened Status for the Bi-State Distinct Population Segment of Greater Sage-grouse with Special Rule (Proposed Rule); and,


To Whom It May Concern:

Lyon County, Nevada (County) is deeply concerned by the above-reference documents and Proposed Threatened Status for the Bi-State DPS of Greater Sage-grouse. The County is opposed to listing any portion of the DPS under the Endangered Species Act (ESA). The County has been highly supportive of the monumental efforts and progress made by the various local area working groups (LAWG), the Bi-State Technical Advisory Committee (TAC), and Executive Oversight Committee (EOC). The proposed listing threatens to derail the advances made by these entities, and their future progress in conserving the Bi-State DPS. The County would challenge the US Fish and Wildlife Service (Service) to identify a more active group of stakeholders that has the level of expertise and integration from local, state and federal partners in conserving a given population of sage-grouse. That being said, the County would support the comments and suggestions offered by these groups as part of this process.

The County is deeply concerned that the Proposed Rule and supporting documentation relies heavily upon studies and findings from populations and locations that are not necessarily congruent with the local conditions and circumstances found in the Bi-State DPS. Once again, the County would urge the Service to rely more upon documentation and findings developed within the Bi-State DPS or those technical comments provided by the LAWGs, TAC, and EOC as being more typical of the site-specific conditions found within the DPS.

The short timeframes associated with this listing appear to have resulted in a finding that is not nearly as comprehensive as it should be given the magnitude of this decision. The County formally requests a
minimum 60-day extension of the comment period in order to aid in correcting any errors, identifying omissions, and providing information that is more pertinent to the DPS. This is not an unreasonable request given the timing of the Proposed Rule that was first delayed by the Federal Government shutdown, and then pushed back into the holiday / end-of-calendar-year season making meetings and comment development more difficult to complete.

One of the more troublesome aspects of the Propose Rule is that it identifies “grazing and rangeland management” as a significant risk in the Summary section of the notice. However, the threat assessment has no information or analyses on local grazing management, stocking rates, seasons of use, grazing systems, standards and guidelines, permitting, or annual monitoring. This finding is in direct conflict with the findings of the LAWGS, TAC and EOC. The discussion on December 3, 2013 at the Bi-State Local Area Working Group Meeting in Bridgeport, CA revealed that inclusion of “grazing and rangeland management” as a “significant risk” was an “editorial error” that should have been caught and corrected prior to publishing, but wasn’t. This was represented by local Service personnel present at the meeting who also made it clear that they do not consider grazing and rangeland management as a “significant risk” to the Bi-State DPS. They requested input from the TAC in the form of a “comment” to the Notice in order to correct this language for the record. This “error” has significant ramifications for Lyon County, its culture and its economy. The County demands an answer in terms of how this will be corrected in a manner that does not jeopardize the future viability of its local farmers and ranchers.

Further, the discussion of “rangeland management” is extremely limited, misrepresents the true goals and complexities of rangeland management, and fails to identify how it could be used to improve overall habitat conditions within the Bi-State DPS. Appropriate literature citations are woefully short and biased toward impacts of grazing as opposed to potential benefits and compatibility with sage-grouse. The Proposed Rule lacks pertinent local information on existing state and transition models, vegetation trend, ecological site potential, livestock use data, annual livestock utilization maps, and other pertinent local information that represents the best scientific information available. The County insists that the Service take adequate time between now and the issuance of a final determination to request this information from land management agencies and utilize a certified range professional to interpret this data with respect to existing conditions as they relate to “rangeland management.” The County also suggests that the peer review team includes at least one individual who is a Certified Professional in “Rangeland Management” or a Certified Range Management Consultant who has knowledge of the Bi-State DPS. This individual should focus on correcting the deficiencies currently found in this section. In addition, the County would direct the review team to the following on-line resource in order to bolster its background knowledge and support materials for this section: www.grazingforgrouse.com. In particular, the County strongly urges the Service to incorporate the recent work and peer-reviewed literature identified in the attachment provided. These papers better illustrate the role of “rangeland management” and “grazing” in regards to resilient sagebrush ecosystems and sage-grouse habitat. Not including references such as these is an unacceptable deficiency in the current version of the Proposed Rule.

There has been considerable anecdotal information presented from multiple sources regarding the threat of predation by ravens in particular. The Species Status Assessment acknowledges huge increases in raven populations, as much as 1500 percent, since the 1960s. However there is a strong undercurrent among many biologists to disregard the impact of predation and shift the focus to habitat conditions, which of course are correlated. Although anecdotal information is not published literature, it is in a sense “peer reviewed” in that multiple accounts have been provided from different elders, who have spent a lifetime intertwined with sage-grouse and rangelands. Their observations document low predator populations coinciding with high sage-grouse populations. Their verbal accounts should be part of the administrative record and incorporated in the threat assessment. It should also be recognized that control of predator populations is likely needed in order to compensate for the existing infrastructure already in place, which for a multitude or reasons cannot feasibly be removed. Targeted, well-timed, professional predator control would also serve to bolster sage-grouse populations in a synergistic fashion while habitat improvement projects continue to be implemented.
The Proposed Rule acknowledges that the present and long-term trend of the Bi-State populations in Nevada is undeterminable. However, in a letter dated November 18, 2013 from Governor Brian Sandoval to Secretary of the Interior Sally Jewell, the statement is made that “population trends are stable-to-increasing in Nevada and biologists have observed record and near-record lek attendance in California.” The letter, incorporated herein by this reference, further documents the impressive level of conservation projects and programs that have been implemented in the Bi-State DPS since 2004. Therefore, the County requests an explanation from the Service as to how a listing is warranted when it has repeatedly stated that the bar to meet for avoiding a listing is to slow or reverse the downward trend of populations and habitat. It appears to the County that the efforts of the aforementioned local groups have clearly met this bar.

In comparing the Service’s Proposed Rule on Critical Habitat, and the shape files made available through the Service’s Nevada Office website, there is a major discrepancy of approximately 500,000 acres between the proposed critical habitat area and the area identified by the Bi-State TAC as priority habitat. In Lyon County alone, it appears that the Service has proposed 35,000+ acres more ‘critical habitat’ than was identified as priority habitat by the TAC after extensive monitoring, modeling and inputs by local sage-grouse experts. These efforts incorporated telemetry and GPS tracking of marked birds, and modeling inputs that included vegetation, topography, surface roughness, proximity to anthropogenic disturbance and/or infrastructure, and other information pertinent to sage-grouse use and/or avoidance.

The County vehemently opposes designation of critical habitat beyond those areas identified as priority habitat by the TAC. Many of these ‘additional’ acres are in ecological sites that support persistent pinyon-juniper woodlands, contain steep and rugged topography that sage-grouse have been shown to avoid, and encroach upon existing communities and high-use areas where grouse have not been documented. This additional acreage diminishes future conservation efforts by potentially re-focusing limited funding and resources away from priority areas and into project areas that will have little to no return on investment from a conservation standpoint. In addition, this unjustified expansion is punitive to the future of Lyon County, its citizens and its economy.

The County is committed to the future conservation of its natural resources, and wildlife, including sage-grouse. This is evident in the County’s support of the locally driven conservation efforts since the turn of the Century. However, the current process and deficiencies identified in this letter as they relate to the two proposed rules are of grave concern. The County appreciates the Service’s attention to these issues and hopes to see such issues resolved. The County is confident these corrections will result in the realization that listing under the ESA is not warranted.

Thank you,

Ray Fierro, Vice-Chairman
Lyon County Board of Commissioners

JD:bb

CC: Governor Brian Sandoval  
Nevada Congressional Delegation  
Ted Koch, State Supervisor, Nevada Office, U.S. Fish and Wildlife Service  
Bi-State Executive Oversight Committee and Technical Advisory Committee  
Nevada Association of Counties (NACO)
Title: INTERSPACE/UNDERCANOPY FORAGING PATTERNS OF BEEF CATTLE IN SAGEBRUSH COMMUNITIES: IMPLICATIONS TO SAGE-GROUSE NESTING HABITAT

Authors

- France, Kevin - OREGON STATE UNIVERSITY
- Boyd, Chad
- Ganskopp, David

Submitted to: Ecology Management and Restoration of Rangelands Symposium
Publication Type: Abstract Only
Publication Acceptance Date: May 16, 2005
Publication Date: May 16, 2005

Technical Abstract: Livestock grazing has been indirectly related to sage grouse declines in the western United States and southern Canada; however, there is a lack of scientific research that directly relates the two. An 18-day trial was conducted to determine the level of utilization at which cattle begin to access herbaceous vegetation under the canopy of sagebrush plants; these herbaceous plants can provide important screening cover for nesting sage grouse. Our results suggest that cattle use of understory plants was minimal until pasture utilization exceeded about 35% utilization (by weight). These results can be used to help land managers develop grazing plans which minimize the impacts of grazing livestock on herbaceous cover important to nesting sage-grouse.

Title: CURRENT ISSUES IN SAGEBRUSH HABITAT MANAGEMENT

Author

- Boyd, Chad

Submitted to: Northwestern Naturalist
Publication Type: Abstract Only
Publication Acceptance Date: February 22, 2005
Publication Date: August 1, 2005

Technical Abstract: Declining populations of greater sage-grouse (Centrocercus urophasianus) and other sagebrush obligates have focused attention on sagebrush habitat management. Invasive annual weeds such as cheatgrass dominate over 7,000,000 ha of Great Basin rangeland. At higher elevations, reduced fire frequency has promoted juniper invasion of sagebrush habitat. Livestock grazing impacts the majority of the sagebrush biome, but there is a shortage of literature linking grazing to quality of sagebrush obligate habitat. Management is complicated by variation in monitoring protocols across professional disciplines. Solving habitat management issues will require cooperation between a diversity of professionals including wildlife biologists, and range and landscape ecologists.
Title: The importance of maintaining perennial bunchgrass in the sagebrush steppe

Authors

- Svejcar, Anthony
- Davies, Kirk
- Boyd, Chad

Submitted to: Society for Range Management Meeting Abstracts
Publication Type: Abstract Only
Publication Acceptance Date: September 25, 2012
Publication Date: February 25, 2013

Technical Abstract: The sagebrush steppe is generally described as an ecosystem at great risk from encroachment of invasive annual grasses and conifer woodlands, land use changes, climate shifts and fragmentation in general. A great deal of attention has been focused on sage-grouse and need for sagebrush cover and forbs as critical habitat elements. Probably the most pressing concern in the western sagebrush steppe is the conversion to invasive annual grasses and the dramatic shortening of the fire return interval. Cheatgrass (Bromus tectorum L.) in particular does very well with increases in atmospheric CO2 and winter temperatures. There is ample literature demonstrating the importance of large perennial bunchgrasses (PBGs) in halting the spread of annual grasses, especially at lower elevations. However, there is limited information on recruitment, mortality and life spans of PBGs. The existing literature suggests that average and maximum life spans are <10 yr. and around 30 yr. respectively. Recruitment is thought to be episodic, but the life span data suggests that recruitment will be required about once a decade to maintain PBG populations and reduce the threat of annual grass encroachment. Because of the difficulty in restoring annual grass dominated systems, maintenance of relatively intact plant communities should be a primary management focus for low to mid elevation sagebrush plant communities. If we are to reduce the number of acres lost to invasive annual grasses, a focus on PBG recruitment and mortality will be critical.
Lyon County, Nevada
List of Recommended Literature for Inclusion and Consideration as Part of the Proposed Rule
for the Bi-State Sage-grouse Distinct Population Segment

Title: ECOLOGY AND MANAGEMENT OF SAGE-GROUSE AND SAGE-GROUSE HABITAT

Authors

- Crawford, John - OREGON STATE UNIV
- Olson, Rich - UNIVERSITY OF WYOMING
- West, Neil - UTAH STATE UNIV
- Mosley, Jeffrey - MONTANA STATE UNIV
- Schroeder, Michael - WASH.DEPT.FISH&WILDLIFE
- Whitson, Tom - UNIVERSITY OF WYOMING
- Miller, Richard - OREGON STATE UNIV
- Gregg, Michael - U.S. FISH AND WILDLIFE
- Boyd, Chad

Submitted to: Journal of Range Management
Publication Type: Peer Reviewed Journal
Publication Acceptance Date: September 20, 2003
Publication Date: January 1, 2001


Interpretive Summary: Sage-grouse populations are declining throughout the West resulting from the continued loss of sagebrush habitat. This paper summarizes our knowledge of the biology and ecology of sage-grouse and their habitat. Sage-grouse require relatively large areas composed of a variety of plant communities to meet their seasonal needs and changing fire regimes, large increases in introduced weeds, livestock grazing, cultivation, urbanization, and other land alterations have impacted sage-grouse habitats. This paper will be useful for evaluating the impacts of land management practices and providing direction for future research and restoration efforts.

Technical Abstract: Sage-grouse (Centrocercus urophasianus and C. Minimus) historically inhabited much of the sagebrush-dominated habitat of North America. Today, sage-grouse populations are declining throughout most of their range. Population dynamics of sage-grouse are marked by strong cyclic behavior. Adult survival is high, but is offset by low juvenile survival, resulting in low productivity. Habitat for sage-grouse varies strongly by life-history stage. Critical habitat components include adequate canopy cover of tall grasses (>18 cm) and medium height shrubs (40-80 cm) for nesting, abundant forbs and insects for brood rearing, and availability of herbaceous riparian species for late-growing season foraging. Fire ecology of sage-grouse habitat changed dramatically with European settlement. In high elevation sagebrush habitat, fire return intervals have increased (from 12 - 24 to >50 years) resulting in invasion of conifers and a consequent loss of understory herbaceous and shrub canopy cover. In lower elevation sagebrush habitat, fire return intervals have decreased dramatically (from 50 - 100 to <10 years)
Lyon County, Nevada

List of Recommended Literature for Inclusion and Consideration as Part of the Proposed Rule for the Bi-State Sage-grouse Distinct Population Segment

due to invasion by annual grasses, causing loss of perennial bunchgrasses and shrubs. Livestock grazing can have negative or positive impacts on sage-grouse habitat depending on the timing and intensity of grazing, and which habitat element is being considered. Early season light to moderate grazing can promote forb abundance/availability in both upland and riparian habitats. Heavier levels of utilization decrease herbaceous cover, and may promote invasion by undesirable species. At rates intended to produce high sagebrush kill, herbicide-based control of big sagebrush may result in decreased habitat quality for sage-grouse. Light applications of tebuthiuron ([5-(1,1-dimethylethyl)-1,3,4-thiadiazol-2-y1]-N,N′-dimethylurea) can decrease canopy cover of sagebrush and increase grass and forb production which may be locally important to nesting and foraging activities. The ability of resource managers to address sage-grouse habitat concerns at large scales is aided greatly by geomatics technology and advances in landscape ecology. These tools allow unprecedented linkage of habitat and population dynamics data over space and time and can be used to retroactively assess such relationships using archived imagery. The present sage-grouse decline is a complex issue that is likely associated with multiple causative factors. Solving management issues associated with the decline will require unprecedented cooperation among wildlife biology, range science, and other professional disciplines.

Title: Livestock grazing and sage-grouse habitat: impacts and opportunities

Authors

- Boyd, Chad
- Beck, Jeffrey
- Tanaka, John

Submitted to: Rangeland Ecology and Management
Publication Type: Peer Reviewed Journal
Publication Acceptance Date: July 28, 2013
Publication Date: N/A

Interpretive Summary: Sage-grouse are dependent on sagebrush plant communities as habitat for all life history stages, and much of the sagebrush biome is utilized as a foraging resource for grazing livestock. In this paper we examined the impacts of livestock grazing on sage-grouse habitat and the economic impacts of sage-grouse habitat management on livestock producers. Grazing impacts on habitat can be negative, positive, or neutral – for example, grazing can negatively impact screening cover in the vicinity of nests, but targeted grazing can also be used to reduce fine fuel accumulation in fire prone habitats – and economic impacts to producers are a function of operational capacity, and the degree of change required to implement conservation measures. Our review indicates that managing livestock grazing in sage-grouse habitat is context dependent, and that properly evaluating past, current, or future impacts will benefit from evaluating grazing within an ecological framework that highlights the impacts of grazing and other disturbance factors on plant community structure and composition.

Technical Abstract: Sage-grouse obtain resources from sagebrush communities for breeding, summer, and winter life stages. Grazing changes the productivity, composition, and structure of herbaceous plants in sagebrush communities, thus directly influencing the productivity of nesting and early brood-rearing habitats. Indirect influences of livestock grazing on sage-grouse populations include fencing, watering facilities, treatments to increase livestock forage, and targeted grazing to reduce fine fuels. To illustrate the relative value of sagebrush habitats to sage-grouse on year-round and seasonal bases, we developed state and transition models to conceptualize the interactions between wildfire and grazing in mountain and Wyoming big sagebrush communities. In some sage-grouse habitats, targeted livestock grazing may be useful to reduce fine fuels produced by annual grasses. We provide economic scenarios for ranches that delay spring turnout on public lands to increase herbaceous cover for nesting sage-grouse. Proper
Title: CURRENT ISSUES IN SAGEBRUSH HABITAT MANAGEMENT

Author

Boyd, Chad

Submitted to: Northwestern Naturalist
Publication Type: Abstract Only
Publication Acceptance Date: February 22, 2005
Publication Date: August 1, 2005

Technical Abstract: Declining populations of greater sage-grouse (Centrocercus urophasianus) and other sagebrush obligates have focused attention on sagebrush habitat management. Invasive annual weeds such as cheatgrass dominate over 7,000,000 ha of Great Basin rangeland. At higher elevations, reduced fire frequency has promoted juniper invasion of sagebrush habitat. Livestock grazing impacts the majority of the sagebrush biome, but there is a shortage of literature linking grazing to quality of sagebrush obligate habitat. Management is complicated by variation in monitoring protocols across professional disciplines. Solving habitat management issues will require cooperation between a diversity of professionals including wildlife biologists, and range and landscape ecologists.

Title: Effects of long-term livestock grazing on fuel characteristics in rangelands: an example from the sagebrush steppe

Authors

Davies, Kirk

Bates, Jonathan

Svejcar, Anthony

Boyd, Chad

Submitted to: Rangeland Ecology and Management
Publication Type: Peer Reviewed Journal
Publication Acceptance Date: September 7, 2010
Publication Date: November 3, 2010
Repository URL: http://hdl.handle.net/10113/48834

Interpretive Summary: Livestock grazing and wildfire occur on rangelands around the globe. However, the impacts of grazing on fuel characteristics are relatively unknown. The effects of grazing on fuels are important because fuels characteristics are one of the primary factors determining the risk and severity of
List of Recommended Literature for Inclusion and Consideration as Part of the Proposed Rule for the Bi-State Sage-grouse Distinct Population Segment

wildfires. We evaluated the impacts of grazing on fuels by comparing grazed to non-grazed (livestock excluded in 1938) sagebrush steppe plant communities. Long-term grazing decreased fuel accumulation and height. These results suggest that grazing is reducing the risk and severity of wildfires on rangelands. This research identifies a new area of research; management impacts on fuels in rangelands. This information is of interest to land and resource managers because most rangelands are grazing and at risk of burning.

Technical Abstract: Livestock grazing potentially has substantial influence on fuel characteristics in rangelands around the globe. However, information quantifying the impacts of grazing on rangeland fuel characteristics is limited and the effects of grazing on fuels are important because fuels characteristics are one of the primary factors determining risk, severity, continuity, and size of wildfires. We investigated the effects of long-term (70+ yrs) livestock grazing exclusion (non-grazed) and moderate levels of livestock grazing (grazed) on fuel accumulations, continuity, gaps, and heights in shrub-grassland rangelands. Livestock used the grazed treatment through 2008 and sampling occurred in mid- to late-summer in 2009. Non-grazed rangelands had >2-fold more herbaceous standing crop than grazed rangelands (P < 0.01). Fuel accumulations on perennial bunchgrasses were approximately 3-fold greater in non-grazed than grazed treatments. Continuity of fuels in non-grazed compared to grazed treatments were also greater (P < 0.05). The heights of perennial grass current year’s and previous years’ growth were 1.3- and 2.2-fold taller in non-grazed compared to grazed treatments (P < 0.01). The results of this study suggest that moderate livestock grazing decreases the risk of wildfires in sagebrush steppe plant communities and potentially other semi-arid and arid rangelands. These results also suggest wildfires in moderately grazed sagebrush rangelands have decreased severity, continuity, and size of the burn compared to long-term non-grazed sagebrush rangelands. Because of the impacts fuels have on fire characteristics, moderate levels of grazing probably increases the efficiency of fire suppression activities. Because of the large difference between fuel characteristics in grazed and non-grazed sagebrush rangelands, we suggest that additional management impacts on fuels and subsequently fires need to be investigated in non-forested rangelands to protect native plant communities and prioritize management needs.

Title: Restoring the sagebrush component in crested wheatgrass dominated communities

Authors

- Davies, Kirk
- Boyd, Chad
- Nafus, Aleta

Submitted to: Rangeland Ecology and Management
Publication Type: Peer Reviewed Journal
Publication Acceptance Date: March 5, 2013
Publication Date: August 2, 2013
Repository URL: http://handle.nal.usda.gov/10113/57394
Interpretive Summary: Crested wheatgrass plant communities have limited diversity and provide low quality habitat for wildlife until sagebrush reestablishes. However, sagebrush reestablishment is often slow because crested wheatgrass is competitive with sagebrush seedlings and seed sources may be limited. We evaluated broadcast seeding and plant seeding sagebrush with varying levels of crested wheatgrass control with glyphosate. About 70% of the planted sagebrush seedlings survived, even without crested wheatgrass control, but sagebrush largely failed to establish where it was broadcast seeded. Sagebrush plants were larger with higher levels of crested wheatgrass control. Our results
Lyon County, Nevada

List of Recommended Literature for Inclusion and Consideration as Part of the Proposed Rule for the Bi-State Sage-grouse Distinct Population Segment

suggest that planting sagebrush seedlings may be used to increase the diversity of crested wheatgrass plant communities and improve wildlife habitat.

**Technical Abstract:** Monotypic stands of crested wheatgrass (Agropyron cristatum [L] Gaertn. and Agropyron desertorum [Fisch.] Schult.), an introduced grass, occupy vast expanses of the sagebrush steppe. Efforts to improve habitat for sagebrush-associated wildlife by establishing a diverse community of native vegetation in crested wheatgrass stands have largely failed. Instead of concentrating on a diversity of species, we evaluated the potential to restore the foundation species, Wyoming big sagebrush (Artemisia tridentata spp. wyomingensis [Beetle & A. Young] S.L. Welsh) to these communities. We investigated the establishment of Wyoming big sagebrush into six crested wheatgrass stands (sites) by broadcast seeding and planting seeding sagebrush across varying levels of crested wheatgrass control with glyphosate. Planted sagebrush seedlings established at high rates (~70%), even without crested wheatgrass control. However, most attempts to establish sagebrush by broadcast seeding failed. Only at high levels of crested wheatgrass control did a few sagebrush plants established from broadcasted seed. Sagebrush density and cover were greater with planting seedlings than broadcast seeding. Sagebrush cover, height, and canopy area were greater at higher levels of crested wheatgrass control. High levels of crested wheatgrass control also created an opportunity for exotic annuals to increase. Crested wheatgrass rapidly recovered after glyphosate control treatments; suggesting multiple treatments may be needed to effectively control crested wheatgrass. Our results suggest that planting sagebrush seedlings can structurally diversify monotypic crested wheatgrass stands to provide habitat for sagebrush-associated wildlife. Though this is not the full diversity of native functional groups that previously occupied crested wheatgrass stands, it is a substantial improvement over other efforts that have largely failed to alter these plant communities. We also hypothesize that planting sagebrush seedlings in patches or strips may provide a relatively inexpensive method to facilitate sagebrush recovery across vast landscapes where sagebrush has been lost.

**Title:** Postfire Succession in Big Sagebrush Steppe With Livestock Grazing

**Authors**

- Bates, Jonathan
- Rhodes, Edward - TEXAS A&M
- Davies, Kirk
- Sharp, Robert -

**Submitted to:** Rangeland Ecology and Management

**Publication Type:** Peer Reviewed Journal

**Publication Acceptance Date:** November 7, 2008

**Publication Date:** January 1, 2009

**Repository URL:** http://hdl.handle.net/10113/30041

**Citation:** Bates, J.D., Rhodes, E., Davies, K.W., Sharp, R. 2009. Postfire Succession in Big Sagebrush Steppe With Livestock Grazing. Rangeland Ecology and Management 62(1)

**Interpretive Summary:** In the big sagebrush steppe of the western United States, fire has been a natural and prescribed disturbance temporarily shifting vegetation from shrub-grass co-dominance to grass dominance. There is limited information on the impacts of grazing to community dynamics following fire in sagebrush steppe. This study evaluated several summer and spring cattle grazing treatments to plant community recovery over four growing seasons after prescribed fire on big sagebrush steppe in eastern Oregon. There were no differences in recovery of herbaceous diversity, cover, and productivity among grazed and ungrazed burn treatments. The results demonstrated that properly applied livestock grazing after fire will not hinder the recovery of herbaceous plant communities in big sagebrush steppe.
Technical Abstract: Prescribed fire in rangeland ecosystems is applied for a variety of management objectives including enhancing productivity of forage species for domestic livestock. In big sagebrush (Artemisia tridentata Nutt.) steppe of the western United States, fire has been a natural and prescribed disturbance temporarily shifting vegetation from shrub-grass co-dominance to grass dominance. There is limited information on the impacts of grazing to community dynamics following fire in sagebrush steppe. This study evaluated cattle grazing impacts over four growing seasons after prescribed fire on Wyoming big sagebrush (Artemisia tridentata ssp. Wyomingensis (Beetle & Young) Welsh) steppe in eastern Oregon. Treatments included no grazing on burned and unburned sagebrush steppe, two summer grazing applications after fire, and two spring grazing applications after fire. Treatment plots were burned in fall 2002. Grazing trials were applied in 2003-2005. Vegetation responses to treatments were evaluated by quantifying herbaceous canopy cover, density, standing crop, annual production, and perennial grass seed yield. Standing crop and seed production were greater in the ungrazed burn treatment than all burn-grazed treatments; however, these differences were not affecting community recovery after fire. Herbaceous response variables (cover, density, and production), bare ground, and litter did not differ among grazed and ungrazed burn treatments. Burn treatments (grazed and ungrazed) had greater herbaceous cover, standing crop, herbaceous production, and seed yield than the unburned treatment by the second or third year after fire. The results demonstrated that properly applied livestock grazing after low severity fire will not hinder the recovery of herbaceous plant communities in Wyoming big sagebrush steppe.

Title: Grazing History Influences the Response of Sagebrush Plant communities to Fire

Authors

Davies, Kirk

Svejcar, Anthony

Bates, Jonathan

Submitted to: Eastern Oregon Agricultural Research Center
Publication Type: Experiment Station
Publication Acceptance Date: March 1, 2009
Publication Date: November 17, 2010
Repository URL: http://hdl.handle.net/10113/45485

Interpretive Summary: Response to fire differed in moderately grazed areas compared to areas protected from livestock grazing since 1936. Long-term protection from livestock grazing resulted in cheatgrass (Bromus tectorum) invasions following fire, while moderately grazed areas were not invaded. After burning, cheatgrass biomass production and density were more than 49- and 15-fold greater, respectively, in the areas protected from grazing than moderately grazed areas. These differences were still evident 14 years post-fire and demonstrate that grazing history can have significant influence on the ability of plant communities to tolerate fire. These results suggest that moderate levels of livestock grazing may be needed in sagebrush-steppe communities to protect the habitat of sage-grouse and other sagebrush-obligate wildlife species.

Technical Abstract: Response to fire differed in moderately grazed areas compared to areas protected from livestock grazing since 1936. Long-term protection from livestock grazing resulted in cheatgrass (Bromus tectorum) invasions following fire, while moderately grazed areas were not invaded. After
Lyon County, Nevada

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burning, cheatgrass biomass production and density were more than 49- and 15-fold greater, respectively, in the areas protected from grazing than moderately grazed areas. These differences were still evident 14 years post-fire and demonstrate that grazing history can have significant influence on the ability of plant communities to tolerate fire. These results suggest that moderate levels of livestock grazing may be needed in sagebrush-steppe communities to protect the habitat of sage-grouse and other sagebrush-obligate wildlife species.

Title: Influence of Long-term Livestock Grazing Exclusion on the Response of Sagebrush Steppe Plant Communities to Fire

Authors

- Davies, Kirk
- Svejcar, Anthony
- Bates, Jonathan

Submitted to: High Desert Ranch Family Newsletter
Publication Type: Other
Publication Acceptance Date: February 1, 2009
Publication Date: March 1, 2009

Interpretive Summary: Ecosystem management directed at restoring historical disturbance regimes may be inappropriate under modern conditions. Moderately grazing sagebrush plant communities with livestock, though not part of the historical disturbance regime, increased the tolerance of the perennial herbaceous vegetation to fire and promoted resistance to cheatgrass invasion. However, mimicking the historical disturbance regime of minimal large herbivore pressure and periodical fire promoted cheatgrass invasion. This study suggests that moderate levels of livestock grazing may be critical to protecting sagebrush plant communities and wildlife dependent on them.

Technical Abstract: Ecosystem management directed at restoring historical disturbance regimes may be inappropriate under modern conditions. Moderately grazing sagebrush plant communities with livestock, though not part of the historical disturbance regime, increased the tolerance of the perennial herbaceous vegetation to fire and promoted resistance to cheatgrass invasion. However, mimicking the historical disturbance regime of minimal large herbivore pressure and periodical fire promoted cheatgrass invasion. This study suggests that moderate levels of livestock grazing may be critical to protecting sagebrush plant communities and wildlife dependent on them.

Title: Saving the sagebrush sea: An ecosystem conservation plan for big sagebrush plant communities

Authors
List of Recommended Literature for Inclusion and Consideration as Part of the Proposed Rule for the Bi-State Sage-grouse Distinct Population Segment

Davies, Kirk

Boyd, Chad

Beck, Jeffrey

Bates, Jonathan

Svejcar, Anthony

Gregg, Michael

Submitted to: Biological Conservation
Publication Type: Peer Reviewed Journal
Publication Acceptance Date: July 13, 2011
Publication Date: November 1, 2011
Repository URL: http://hdl.handle.net/10113/

Interpretive Summary: Sagebrush plant communities are declining at an alarming rate because of tree encroachment, exotic annual grass invasion, and human development. This paper synthesizes existing knowledge to help direct management and research to reverse this decline. Higher elevation sagebrush communities encroached by trees can often be restored; however, land managers are constrained by limited resources. Restoration of exotic annual grass-invaded lower elevation sagebrush communities often fails, thus additional research is needed to improve the probability of successful restoration in these communities. Human development also needs to be reduced to protect sagebrush communities and this can be accomplished through conservation easements or other incentives for conservation. A coordinated strategy which focuses on applying successful conservation practices and conducting research to overcome limitations to conservation is most likely to be successful.

Technical Abstract: Vegetation change and anthropogenic development are altering ecosystems and decreasing biodiversity. Successful management of ecosystems threatened by multiple stressors requires development of ecosystem conservation plans rather than single species plans. We selected the big sagebrush (Artemisia tridentata Nutt.) ecosystem to demonstrate this approach. The area occupied by the sagebrush ecosystem is declining and becoming increasingly fragmented at an alarming rate because of conifer encroachment, exotic annual grass invasion, and anthropogenic development. This is causing range-wide declines and localized extirpations of sagebrush associated fauna and flora. To develop an ecosystem conservation plan, a synthesis of existing knowledge is needed to prioritize and direct management and research. Based on the synthesis, we concluded that efforts to restore higher elevation conifer-encroached, sagebrush communities were frequently successful, while restoration of exotic annual grass-invaded, lower elevation, sagebrush communities often failed. Overcoming exotic annual grass invasion is challenging and needs additional research to improve the probability of restoration and identify areas where successful would be more probable. Management of fire regimes will be paramount to conserving sagebrush communities, as infrequent fires facilitate conifer encroachment and too frequent fires promote exotic annual grasses. Anthropogenic development needs to be mitigated and reduced to protect sagebrush communities and this probably includes more conservation easements and other incentives to landowners to not develop their properties. Threats to the sustainability of sagebrush ecosystem are daunting, but a coordinated ecosystem conservation plan that focuses on applying successful practices and research to overcome limitations to conservation is most likely to yield success.

Title: Grazing and fire interactions in sagebrush plant communities
List of Recommended Literature for Inclusion and Consideration as Part of the Proposed Rule for the Bi-State Sage-grouse Distinct Population Segment

Author

Davies, Kirk

Submitted to: Society for Range Management Meeting Proceedings
Publication Type: Abstract Only
Publication Acceptance Date: October 25, 2011
Publication Date: February 9, 2012
Technical Abstract: Fire and livestock grazing occur on most rangelands throughout the world. Though they are often evaluated separately, they can profoundly influence each other. In sagebrush plant communities, properly managed grazing can decrease the severity of fire and reduce the likelihood of post-fire exotic annual grass invasion by modifying fine fuel characteristics. However, heavy grazing can promote invasion of highly flammable exotic plants that increase the risk of frequent, large-scale wildfires. Thus, it is important to realize that the influence of livestock on fuel characteristics and subsequent fire risk and severity is strongly dependent on grazing management. Livestock and other herbivores are also attracted to recently burned areas, thus proper post-fire management of grazing is critical. However, moderate levels of grazing after the first growing season generally have little impact on post-fire vegetation where seeding was not needed. Fire and grazing interact to influence plant community dynamics, thus land managers and researchers should be cognizant that their interactive effect may be different than their individual effect.

Title: Impacts of feral horse use on rangelands and riparian areas

Authors

Davies, Kirk

Boyd, Chad

Collins, Gail -

Petersen, Steve -

Submitted to: Society for Range Management Meeting Proceedings
Publication Type: Abstract Only
Publication Acceptance Date: October 25, 2011
Publication Date: February 9, 2012
Technical Abstract: Feral (wild) horse impacts on rangelands and riparian areas are largely unknown. The impacts of feral horses are often indistinguishable from domestic livestock impacts because livestock grazing occurs across most horse herd management areas. However, the Sheldon National Wildlife Refuge has a large feral horse population and livestock grazing has been excluded since the early 1990's, thus providing a situation where the impacts of horses can be evaluated. To determine the impacts of horses, we excluded horses from five riparian and rangeland plots starting in 2008. We compared the plots protected from horse use with adjacent plots where horse use was not restricted. Rangeland plant community change has been slow with horse exclusion with small increases in perennial herbaceous vegetation. However, sagebrush density has increased with protection from horses and may improve habitat for sagebrush associated wildlife species. Riparian areas have responded more to horse exclusion with bare ground decreasing by approximately 300%. Riparian plant community composition
Lyon County, Nevada

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also appears to be changing with horse exclusion. Unmanaged use by feral horses is negatively impacting riparian areas and rangeland; however, the magnitude of impacts largely depends on level of use.


Authors

- Davies, Kirk
- Nafus, Aleta

Submitted to: Agricultural Research Service Publication
Publication Type: Other
Publication Acceptance Date: April 20, 2009
Publication Date: May 1, 2009
Repository URL: http://hdl.handle.net/10113/45282

Interpretive Summary: Sagebrush rangelands provide an important forage base for livestock production and are critical habitat for many wildlife species. However, information is needed that characterizes the affects of disturbances, management actions, and their interactions on sagebrush rangelands. This report summarizes ten studies that investigated the ecology and management of sagebrush rangelands. These studies evaluated the influence of interactions between grazing and fire on native vegetation, determined that moderate livestock grazing increased the ability of native plant communities to tolerate fire, and identified that microsite differences between sagebrush subcanopy and interspace locations were maintained after fire and influenced post-fire community assembly. These studies also determined that perennial bunchgrasses were the most important plant functional group to preventing exotic annual grass invasion, perennial bunchgrasses could be seeded around annual grass infestations to slow invasion, and native vegetation could be promoted in medusahead infestations with proper medusahead control. The results of these studies are of interest to policy makers, land and wildlife managers, and scientists. These studies provide information that is needed to manage sagebrush rangelands for sustainability and to meet the needs of multiple users.

Technical Abstract: Sagebrush rangelands provide an important forage base for livestock production and are critical habitat for many wildlife species. However, information is needed that characterizes the affects of disturbances, management actions, and their interactions on sagebrush rangelands. This report summarizes ten studies that investigated the ecology and management of sagebrush rangelands. These studies evaluated the influence of interactions between grazing and fire on native vegetation, determined that moderate livestock grazing increased the ability of native plant communities to tolerate fire, and
List of Recommended Literature for Inclusion and Consideration as Part of the Proposed Rule for the Bi-State Sage-grouse Distinct Population Segment

identified that microsite differences between sagebrush subcanopy and interspace locations were maintained after fire and influenced post-fire community assembly. These studies also determined that perennial bunchgrasses were the most important plant functional group to preventing exotic annual grass invasion, perennial bunchgrasses could be seeded around annual grass infestations to slow invasion, and native vegetation could be promoted in medusahead infestations with proper medusahead control. The results of these studies are of interest to policy makers, land and wildlife managers, and scientists. These studies provide information that is needed to manage sagebrush rangelands for sustainability and to meet the needs of multiple users.

Title: IMPACTS OF PRESCRIBED FIRE AND POST-FIRE GRAZING TO SAGEBRUSH STEPPE VEGETATION

Authors

- Bates, Jonathan
- Davies, Kirk
- Rhodes, Ed - TEXAS A&M

Submitted to: Society for Ecological Restoration Abstracts
Publication Type: Abstract Only
Publication Acceptance Date: May 1, 2007
Publication Date: September 25, 2007


Technical Abstract: Grazing management guidelines often recommend resting sagebrush steppe for two growing seasons following fire in the Intermountain West. The purpose of resting is to let herbaceous vegetation recover and permit surface litter to accumulate for protecting and enhancing soil stability. However, grazing impacts after fire have not been tested at the plant community level. This study evaluated six grazing treatments over four growing seasons after fire on Wyoming big sagebrush steppe in eastern Oregon. Treatments included no grazing on burned and unburned treatments, two summer grazing treatments, and two spring grazing treatments. Treatments were replicated 5 times. Grazing utilization by cattle was 40-50%. Vegetation responses to treatments were evaluated by quantifying plant cover, density and diversity; clipping for standing crop; and measuring perennial grass seed production. Fire impacts to herbaceous perennials were of light to moderate severity. There were no differences found among treatments for plant cover, density, and diversity; nor were there any differences in litter cover or bareground. Herbaceous and perennial grass standing crop was greatest in the ungrazed burn treatment and lowest in the unburned treatment. Perennial grass seed production was highest in the ungrazed burn and summer grazed treatments and lowest in the unburned treatment. Burning did not enhance biomass of perennial forbs important in sage grouse diets but did increase important dietary annual forbs. Moderate grazing applied within the first two years after fire on sagebrush steppe does not limit the ability of herbaceous plants to fully recover or exceed pre-burn levels of productivity.
June 15, 2023

Wendi Weber, Acting Director
U.S. Fish and Wildlife Service
Public Comments Processing
Attn: FWS-R8-ES-2023-0052
MS: PRB/3W, 5275 Leesburg Pike
Falls Church, VA 22041-3803


RE: Lyon County, Nevada Comments to the U.S. Fish and Wildlife Service’s Proposed Rule and Reopening of the Comment Periods for the Bi-State Distinct Population Segment of Greater Sage-Grouse (Docket ID No. FWS-R8-ES-2023-0052)

Dear Ms. Weber:

Lyon County, Nevada (County) offers these scoping comments to the U.S. Fish and Wildlife Service’s (Service) Proposed Rule and Reopening of the Comment Periods for the Bi-State Distinct Population Segment (DPS) of Greater Sage-Grouse (Docket ID No. FWS-R8-ES-2023-0052). The County previously provided comments on this proposed rule in December of 2013 and those comments are hereby incorporated by reference. The current Board of Commissioners would reiterate its support for those comments as well as comments provided by the Nevada Association of Counties submitted in May of 2019. This letter is intended to supplement previous comments provided by the County and ensure the County’s current position on this proposal is clear.

The County remains opposed to listing the Bi-State DPS under the Endangered Species Act. The County supports the Service’s previous decisions to withdrawal the proposed listing and would encourage a similar decision as part of this effort. The primary reason for the County’s position is the unprecedented conservation effort that has been put forth by local, state and federal agencies within the Bi-State Area to ameliorate threats and to continue to build its knowledge of the DPS. The County remains particularly concerned with the proposed mapping of Critical Habitat by the Service as part of this rule. The County requests that the Service schedule a presentation to this Commission to explain how it developed this mapping and why it is significantly different than the mapping developed by the Local Area Working Group (LAWG). The Commission also requests a more thorough overview of the proposed 4(d) Rule.

In its Federal Register Notice, the Service requested specific information on 13 different items. The County has already provided input on some of these through its prior comments; however, below is its initial feedback to the Service on these points:
The Service should rely heavily on information developed and provided by the Bi-State LAWG, Technical Advisory Committee (TAC), and Executive Oversight Committee (EOC) as relates to biology, range and trends as well as threats, conservation actions and additional historic or new information. These groups should be the foremost authorities for information related to items 1 – 9. The County would be interested in participating in direct discussions around any proposed exceptions from the prohibitions in the 4(d) rule should a listing move forward.

Item 10 requests any probable economic, national security, or other relevant impacts of designating any area that may be included in the final designation, and the related benefits of including or excluding specific areas. Much of the proposed Critical Habitat within the County includes County infrastructure and, in some cases, planned future infrastructure as is the case near Dayton. There is a clear benefit to avoiding Critical Habitat designation around existing infrastructure and development as co-location of such infrastructure tends to have significantly less impact on species than development of new infrastructure in undisturbed areas. Much of the proposed Critical Habitat also includes public lands grazing allotments that include multi-generational operations that are critical to the County’s customs, culture and economy. Some of these operators have won local and national recognition for their efforts in conserving Bi-State Sage-Grouse.

Item 11 requests information on the extent to which the description of probable economic impacts in the draft analysis is a reasonable estimate of the likely economic impact and any additional information regarding probable economic impacts that we should consider. Listing could impact important economic drivers for the County, namely public lands recreation, public lands grazing and mineral exploration and development. Baseline information on County socioeconomics is included online through the Nevada Extension’s Nevada Economic Assessment Project (NEAP), located at: https://extension.unr.edu/neap/. This information should be utilized for an updated economic overview of the County.

Item 12 requests whether any specific areas we are proposing for critical habitat designation should be considered for exclusion under section 4(b)(2) of the Endangered Species Act, and whether the benefits of potentially excluding any specific area outweigh the benefits of including that area under section 4(b)(2) of the Endangered Species Act. The County strongly recommends exclusion of proposed habitat immediately south of Dayton and US Highway 50. Much of this habitat has been highly altered due to existing development, wildfire and subsequent establishment of invasive species, heavy wild horse use and mineral development. This area is also critical for community protection projects such as flood control and emergency ingress and egress. This area has not been mapped as critical habitat by the LAWG and the County is not aware of any recent documented Sage-grouse use. Areas in south Lyon County, specifically along State Route 338 should also be reviewed closely as many of these areas contain dense stands of pinyon and juniper trees and may not be habitat. Once again, the County is requesting a presentation by the Service to the Commission in terms of how it developed this mapping. The County would also offer to set up a workshop and/or field tour to further investigate some of these critical areas.

Item 13 requests whether we could improve or modify our approach to designating critical habitat in any way to provide for greater public participation and understanding, or to better accommodate public concerns and comments. Yes, the Service could come into the affected
communities and explain why their mapping is significantly different than that developed by the LAWG. The Service should be willing to hold local workshops and field tours to better understand why certain areas should be excluded from critical habitat.

The County appreciates the opportunity to supplement its comments made in 2013. The County would also like to reiterate that significant conservation action has taken place since 2013 and all of those actions must be taken into consideration. With a thorough review of new information provided by the LAWG and associated entities, as well as additional outreach to communities in terms of proposed mapping and 4(d) issues and items, the County is confident that the best outcome can be achieved in this effort. If the Service decides to conduct assessments and decide unilaterally, then the process is doomed to remain stuck in an ever-revolving cycle of litigation.

Respectfully,

Dave Hockaday, Chair
Lyon County Board of County Commissioners

JLD/ah/ca

cc: Governor Joe Lombardo
    Nevada Congressional Delegation
    Nevada Association of Counties
    Allen Jenne, Director, Nevada Department of Wildlife
    Justin Barrett, Deputy Field Supervisor, U.S. Fish & Wildlife Service, Reno Office
Meeting Date: June 15, 2023
Agenda Item Number: 13.i
Subject: For Possible Action: Approve an emergency contract with Peri and Sons in an amount not to exceed $300,000.00 for emergency flood repairs.

Recommendation:

Summary:

Financial Department Comments:

District Attorney Comments:

County Manager Comments:

Attachments:
AGREEMENT
By and Between
Lyon County,
a Political Subdivision of the State of Nevada,
-and-
Peri & Sons Farms, Inc.,
a Nevada Corporation

THIS AGREEMENT is made effective as of this 18th day of May, 2023, by and between
LYON COUNTY, a political subdivision of the State of Nevada, (hereinafter referred to as the
“County”), and PERI & SONS FARMS, INC., a Nevada corporation (hereinafter referred to as the “Contractor”).

RECITALS

This Agreement is entered into with respect to the following facts:

Whereas, the Lyon County Board of County Commissioners duly and lawfully declared
an emergency due to flooding on May 18, 2023, pursuant to its authority under the laws of the State of Nevada;

Whereas, the Walker River Irrigation District, the City of Yerington, the Army Corps of Engineers, and the County determined that certain emergency flood repairs, mitigation work, and prevention measures were required and needed to protect critical infrastructure, life, and public and private property in and around the City of Yerington;

Whereas, Contractor was ready, willing, and able to provide emergency flood repairs, mitigation work, and prevention measures that the Walker River Irrigation District, the City of Yerington, the Army Corps of Engineers, and the County determined were required and needed to protect critical infrastructure, life, and public and private property in and around the City of Yerington;

Whereas, NRS Chapter 338 does not apply in the event of an emergency, when, as here, this agreement is awarded to the Contractor to meet an emergency which results from a natural or artificially created disaster and which threatens public health, safety, or welfare;

Whereas, the Lyon County Board of Commissioners and/or the Lyon County Manager determined that an emergency exists and this agreement is necessary to contend with and address the declared emergency that posed a risk to public health, safety, and welfare in and around the City of Yerington and, therefore, the agreement may be executed without complying with the requirements of Chapter 338;

Whereas, because such emergency action was taken by the authorized representative of
the County, this agreement and its terms will be reported to the appropriate public body at its
next regularly scheduled meeting; and

Whereas, this Agreement was entered into during the Declaration of Emergency declared
by Lyon County and the State of Nevada in accordance with Chapter 414 of the Nevada Revised
Statutes.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the
receipt and sufficiency of which are hereby acknowledged by the County and Contractor, and in
consideration of the mutual covenants, promises, and agreements set forth herein, the County and
Contractor hereby agree as follows:

1. **SCOPE OF WORK.** Contractor shall furnish work, labor, equipment, and
materials for emergency flood repairs in accordance with the Scope of Work attached hereto as
Exhibit A and incorporated herein by this reference. Contractor and the County hereby agree
that Contractor shall be considered a “worker” as defined in NRS 414.110 in providing services
under this agreement and, as such, is entitled to the immunity as set forth in NRS Chapter 414
and applicable Nevada law.

2. **WARRANTY OF WORK; LIMITATION OF LIABILITY.** Contractor shall
furnish work, labor, equipment, and materials as set forth in Paragraph 1 above with the express
understanding, acknowledgment, and agreement of the County that Contractor does not represent
or warrant in any form the results or effectiveness of the work Contractor shall provide under this
agreement. ANY REPRESENTATIONS OR WARRANTIES SET FORTH IN THIS
AGREEMENT, IF ANY, ARE EXCLUSIVE AND IN LIEU OF ALL OTHER
REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR
OTHERWISE WITH RESPECT TO THE SERVICES, WORK PRODUCT, OR
DELIVERABLES PROVIDED BY CONTRACTOR UNDER THIS AGREEMENT, OR AS TO
THE RESULTS WHICH MAY BE OBTAINED THEREFROM. CONTRACTOR
DISCLAIMS ANY AND ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED
TO, THE WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR
PURPOSE. Under no circumstances shall Contractor be held liable or responsible if its work
under this agreement fails to prevent or mitigate any flooding that may occur in or around the
City of Yerington. IN NO EVENT SHALL CONTRACTOR BE LIABLE UNDER THIS
AGREEMENT FOR ANY COMPENSATORY, INCIDENTAL, CONSEQUENTIAL,
INDIRECT, STATUTORY, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES,
INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME,
INCONVENIENCE, LOST BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR
REPUTATION, AND COSTS OF COVER, REGARDLESS OF WHETHER SUCH
LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR
OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR
SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.

3. **TERM.** The term if this agreement shall commence on May 18, 2023, and
continue through and including June 30, 2023, unless otherwise terminated in accordance with
Paragraph 8 below. The term of this agreement may be extended by written agreement signed by both the County and Contractor.

4. **CONTRACT PRICE.** The contract price to be paid to Contractor shall be based on time and materials Contractor provides under the terms of this agreement as set forth in the Scope of Work attached hereto as Exhibit A and as calculated through June 9, 2023, as set forth in Exhibit B hereto and incorporated herein by this reference. The parties agree that, notwithstanding the contract price set forth in Exhibits A and B, the total sum paid to Contractor under the terms of this agreement shall not exceed Three Hundred Thousand and 00/100ths Dollars ($300,000.00), unless additional payment is approved in writing by the Lyon County Board of County Commissioners or its designee.

5. **PAYMENT TERMS.** County agrees to pay invoices within thirty (30) days of the date of the invoice. Contractor agrees to email invoices to the Lyon County Comptroller at the following email address: ifoli@lyon-county.org

6. **CONTRACTOR REQUIREMENTS.**
   6.1 Independent Contractor Status/Requirements. Contractor is associated with the County only for the purposes and to the extent specified in this agreement, and in respect to performance of the contracted services pursuant to this agreement, Contractor is and shall be an independent contractor and, subject only to the terms of this agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this agreement. Nothing contained in this agreement shall be deemed or 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.

   6.2 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 Agreement.
      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 Agreement.

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. 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.

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 accident 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. Umbrella or Excess Liability Insurance
   i. May be used to achieve the above minimum liability limits.
   ii. Shall be endorsed to county it is “As Broad as Primary Policy”

f. Approved Insurer: Each insurance policy shall be:
   i. Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the County and having agents in Nevada upon whom service of process may be made, and
   ii. Currently rated by A.M. Best as “A-VII” or better.

g. Evidence of Insurance. Upon request, Contractor shall provide
documentation showing proof of the required insurance, emailed to the Lyon County Comptroller/Risk Manager.

6.3 Time and material logs. Contractor agrees to provide County with the personnel time, equipment time and material amounts with each invoice submitted to the County pursuant to this Agreement.

6.4 Contractor agrees to maintain any local or state business licenses required by Nevada law, and to comply with applicable federal, state and local laws in the performance of this Agreement.

7. COUNTY REQUIREMENTS.
7.1 County shall pay the invoices within thirty (30) days of receipt.
7.2 County agrees to notify Contractor as soon as possible of any billing disputes or objections to an invoice.
7.3 County shall coordinate with private property owners to gain access to private property and shall provide verification to Contractor upon request that the Contractor has been granted access to the private property.

8. TERMINATION OF AGREEMENT. This Agreement shall terminate upon the earliest of the following events:
8.1 Cessation of Emergency. Termination of this Agreement shall occur upon termination of the Declaration of Emergency by either the State of Nevada, Governor’s Office or Legislature, Division of Emergency Management, or Lyon County.
8.2 Execution of Replacement Agreement. This Agreement shall terminate following County’s execution of a new agreement replacing this agreement.
8.3 Written Notice. Upon forty-eight (48) hours written notice to either party that the Agreement is terminated.
8.4 Material Breach. A material breach of this Agreement that is not timely cured by the breaching party.
8.5 Lack of Funds. Non-appropriation or lack of County or other government funds to continue the agreement. In the event that the County does not have funding from any source to continue the agreement, the County may terminate the Agreement by providing Contractor with twenty-four (24) hours written notice. County agrees to pay for the work completed up to the time that the twenty-four (24) hour notice period expires.

In the event of termination, County shall pay all invoice up to and including work performed until the termination date provided such payment, unless otherwise agreement, shall be capped at Three Hundred Thousand and 00/100ths Dollars ($300,000.00).

8. FURTHER PROVISIONS
8.1 Time. Time is of the essence of this Agreement.
8.2 Full Authority. The individuals executing this Agreement hereby warrant and guarantee that they have the full authority to act for and bind the respective entities they represent.
8.3 Modification. This Agreement may be modified only by an instrument in writing
executed by or on behalf of the parties.

8.4. **Notices.** Any notice or communication in connection with the Agreement shall be in writing and delivered personally or sent by certified mail, postage prepaid as follows:

**To the County:**

Andrew Haskin  
Lyon County Manager  
27 S. Main Street  
Yerington, NV 89447  
ahaskin@lyon-county.org

With copies to:

Staci Lindberg  
Lyon County Clerk  
27 S. Main Street  
Yerington, NV 89447  
slindberg@lyon-county.org

**To the Contractor:**

Stephani L. Johnston  
Chief Financial Officer  
Peri & Sons Farms, Inc.  
102 McLeod Street  
Yerington, NV 89447  
stephani@periansons.com

With copies to:

Brad M. Johnston  
Simons Hall Johnston PC  
22 State Route 208  
Yerington, NV 89447  
bjohnston@shjnevada.com

8.5 **Enforceability.** If any provision of this Agreement is invalid, illegal or unenforceable under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

8.6 **Governing Law/Jurisdiction.** This Agreement shall be subject to, governed by and construed in accordance with the laws of the state of Nevada. Any suit in law or equity to enforce the terms of this Agreement shall be brought and maintained in a court of competent jurisdiction in Lyon County, Nevada.

8.7 **Attorney’s Fees and Costs.** The prevailing party in any dispute concerning this Agreement shall be entitled to reasonable attorney’s fees and costs.

8.8 **No Joint Venture.** The provisions of this Agreement are not intended to create, nor shall this Agreement be interpreted to create a joint venture, partnership or any other similar relationship between the Parties.

8.9 **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefits of the heirs and successors, purchasers and assigns of the parties.

8.10 **Governmental Immunity.** No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions related to governmental immunity set forth in Chapter 414 and Chapter 41 of the Nevada Revised Statutes, as applicable now or hereafter amended.

8.11 **No Third-Party Beneficiary.** It is expressly understood and agreed that the enforcement of the terms conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other
person not included in this Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

IN WITNESS WHEREOF, the parties have hereunto set their hand on the date first above written.

LYON COUNTY

By: __________________________
Andrew Haskin
Lyon County Manager

Dated: __________________________

CONTRACTOR

By: __________________________
David J. Peri
President

Dated: __________________________
PERI & SONS FARMS, INC.
FLOOD PREVENTION
SCOPE OF WORK

Peri & Sons Farms, Inc. will provide time and materials for berms along the Walker River and Walker River Irrigation District ditches and drains to prevent flooding in Mason Valley as directed by the Lyon County Manager, or delegee, to the extent Peri & Sons Farms, Inc. has resources available.

This includes, but is not limited to, flat hourly rates for equipment, operators, and fuel for:

- haul/dump trucks - at $85.00 per hour
- bulldozers – at $140.00 per hour
- loaders – at $120.00 per hour
- road graders – at $140.00 per hour
- other construction pieces of equipment as needed

It also includes hourly rates for adequate supervision of the equipment operators.
Flood mitigation expenses
*as of 6/9/2023 pay date*

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Total (pre/post 5/20) $966,452.75

Exhibit B