



**LYON COUNTY BOARD OF COUNTY COMMISSIONERS
THURSDAY, SEPTEMBER 17, 2026**

9:00 AM

**LYON COUNTY ADMINISTRATIVE COMPLEX
27 S. MAIN STREET
YERINGTON, NV 89447**

Join Zoom Meeting:

<https://us02web.zoom.us/j/83368686463?pwd=ZlVGaWFOT3pGUjJPWWV0VmZRQ0N5dz09>

Meeting ID: 833 6868 6463 / Passcode: 896135

Mobile: 1-253-215-8782 / 1-346-248-7799

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

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

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 Ruben Beruman of the Church of Jesus Christ of Latter Day Saints*

3. Pledge of Allegiance

4. Public Participation (no action will be taken on any item until it is properly agendized) - *It is anticipated that public participation will be held at this time, though it may be returned to at any time during the agenda. Citizens wishing to speak during public participation are asked to state their name for the record and will be*

limited to 3 minutes. The Board will conduct public comment after discussion of each agenda action item, but before the Board takes any action.

5. For Possible Action: Review and adoption of agenda

6. Time Certain

- 6.a Time Certain at 9:00 A.M.: Public Hearing - Bill 26-04: For Possible Action: Approve an ordinance amending Lyon County Development Code Title 15, Chapter 320, Table 4 thereby establishing Post-Secondary, Trade, or Technical Education as a Conditional Use in the Heavy Industrial-Rural and Heavy Industrial-Suburban zoning districts. (Community Development Director, Gavin Henderson)
- [Post Secondary Trade Schools Technical Education Ordinance](#)
 - [Proof of Publication](#)

7. Commissioners/County Manager reports

8. Elected Official's reports

9. Appointed Official's reports

10. Advisory Board reports

11. 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.*

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

- [Claims Report 8-15-26 to 8-31-26](#)
- [Cash Report 8-31-26](#)

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

- [Travel Report 8-15-26 to 8-31-26](#)

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

- [Unsecured Factual Corrections](#)
- [Secured Factual Corrections](#)

- 11.d For Possible Action: Approve the September 3, 2026 minutes.

- [Minutes](#)

- 11.e For Possible Action: Accept a grant award from the Nevada Department of Health and Human Services, Division of Child & Family Services in the amount of \$75,239, with a county match of \$25,080, for the FY27 Title IV-B, Subpart 2 Family Support Program.

- [FY27 Title IV-B, Subpart 2 Notice of Subaward](#)

- 11.f For Possible Action: Accept a grant award from the State of Nevada Department of Health and Human Services, Director's Office, in the amount of \$48,581, for the FY27 Title XX Social Services Block Grant program.

- [FY27 Title XX Social Services Block Grant Notice of Subaward](#)

- 11.g For Possible Action: Accept a grant award amendment to the existing multiyear agreement with the Federal Transit Administration through the Nevada Department of Transportation for the Section 5311 program, adding \$180,196 in federal funding and \$123,267 in County matching funds for FY27, for a total project amount of \$303,463, to continue funding Lyon County Human Services transportation

services, and authorize the Human Services Director to sign.

- [FFY27 NDOT Operating 5311 Grant Award Agreement](#)

11.h For Possible Action: Approve a contract between Lyon County and Healthy Communities Coalition, in an amount not to exceed \$53,560, for services funded through the FY27 Lyon County Resilient Families (LCRF) grant from the Nevada Department of Health and Human Services.

- [FY26 Lyon County Resilient Families contract with HCC](#)

11.i For Possible Action: To approve the Federal Aviation Administration Grant Agreement in the amount of \$387,448, with a County match of \$20,392, for the FY 27 Automated Weather Observing System (AWOS) Upgrade Project at Silver Springs Airport and authorize the County Manager to sign.

- [SPZ-WPG-3-32-0023-029-2026-Grant Agreement - AWOS Upgrade](#)
- [SPZ AWOS Upgrade - Final Grant Application](#)
- [SPZ AWOS Upgrade - Award Recommendation](#)

11.j For Possible Action: To approve the Federal Aviation Administration Grant Agreement in the amount of \$676,291, with a County match of \$35,594.73, for the FY 27 Lighting System Upgrade Project at Silver Springs Airport and authorize the County Manager to sign.

- [SPZ-WPG-3-32-0023-030-2026 - Grant Agreement - SPZ Lighting Project](#)
- [SPZ Lighting System Upgrades Final Grant Application](#)
- [SPZ Lighting System Upgrades - Award Recommendation](#)

11.k For Possible Action: Approval to release the Improvement Bond, accept the Maintenance Bond and accept the Certificates of Completion, for the improvements associated with the HERITAGE RANCH, PHASE 5, subdivision, located in Dayton, NV.

- [Heritage Ranch Ph 5 IMP. Bond Release-Backup](#)

11.l For Possible Action: Accept the amendment to the lease agreement with Dayton Healthcare Center, LLC, for Lyon County Human Services' Dayton office space, to extend the lease term from October 31, 2026 to May 31, 2027, with the option to extend the lease on a month to month basis.

- [Dayton Human Services Office Lease Amendment #5](#)

11.m For Possible Action: Approve the agreement between Lyon County and Recon Healthcare Services to provide medical and psychiatric services for inmates at the Lyon County Detention Facility for a five-year term beginning July 1, 2026 through June 30, 2031, with annual compensation as outlined in the agreement and two optional one-year extensions.

- [Recon Technologies Inc. Health Services Agreement](#)

11.n For Possible Action: Approve an interlocal agreement with the Lyon County School District to purchase the fuel station at the Silver Springs Road Yard in the amount of \$12,500.

- [Agreement for the Silver Springs Fuel Station Purchase](#)

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

12. District Attorney

12.a For Possible Action: Approve transfer of real property owned by Lyon County, located on Main Street, Silver City Nevada, APN 008-043-07, to the Comstock Foundation for History and Culture, a Nevada nonprofit corporation, with the condition that the property be used for charitable or civic purposes, and if it ceases to be used for those purposes, that the property will automatically revert to Lyon County. The transfer is without consideration. (District Attorney, Steve Rye)

- [Declaration of Value Form Comstock Foundation Gift Deed](#)
- [Lyon County to Comstock Foundation Gift Deed](#)

13. Emergency Management

- 13.a For Possible Action: Accept a grant award from the Nevada Health Authority, funded through the Rural Health Transformation Program established under the One Big Beautiful Bill Act of 2025, in the amount of \$4,289,351 for the period through August 30, 2027, to support emergency medical services and related health system improvements, including single-role EMTs/paramedics, ambulances, cardiac monitors, quick response vehicles, mechanical chest compression devices, motorized stretcher systems, medication inventory management systems and other consumable medical supplies, dispatch software, and an assessment of EMS and Human Services billing practices to identify opportunities to maximize billing revenue; and authorize the Lyon County Emergency Manager to sign the grant award. (Emergency Management & Government Affairs Director, Taylor Allison)
- [RHTP BP1 Lyon County - Subaward Agreement](#)
 - [RHTP From Dispatch to Doorstep EMS Program Overview](#)

14. Facilities

- 14.a For Possible Action: Approve an additional \$5,607 to be funded from a budget transfer of the General Fund contingency for the capital purchase of a track loader with mulcher for the Facilities Department. \$140,000 was budgeted for this purchase but the quote came in at \$145,607. (Doug Homestead, Facilities Director)
- [Cat Track Loader Quote Aug 2026](#)

15. County Manager

- 15.a For Possible Action: Authorize and select County Commissioner(s) to attend the NACo (National Association of Counties) 2026 Fall Board of Directors Meeting and Building Better Futures: A County Leaders' Symposium on Youth Outcomes in Mecklenburg, North Carolina December 3-5, 2026 for an approximate cost of \$3,500/person. (County Manager, Andrew Haskin)
- 15.b For Possible Action: Approve a letter of recommendation to the Governor's Office for Tyler Minor to continue to serve as a representative of Lyon County on the Carson-Truckee Water Conservancy District.
- [2026 DRAFT Nomination to CTWCD - Tyler Minor](#)

16. 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.*

17. Commissioner Comments

18. 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.*

19. 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.*

20. 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: September 17, 2026

Agenda Item Number:

6.a

Subject:

Time Certain at 9:00 A.M.: Public Hearing - Bill 26-04: For Possible Action: Approve an ordinance amending Lyon County Development Code Title 15, Chapter 320, Table 4 thereby establishing Post-Secondary, Trade, or Technical Education as a Conditional Use in the Heavy Industrial-Rural and Heavy Industrial-Suburban zoning districts. (Community Development Director, Gavin Henderson)

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- [Post Secondary Trade Schools Technical Education Ordinance](#)
- [Proof of Publication](#)

BILL NO. _____

ORDINANCE NO. _____

SUMMARY: AN ORDINANCE AMENDING LYON COUNTY CODE TO ESTABLISH POST-SECONDARY, TRADE, OR TECHNICAL EDUCATION AS A PERMITTED USE IN THE HEAVY INDUSTRIAL-RURAL (HI-R) AND HEAVY INDUSTRIAL-SUBURBAN (HI-S) ZONING DISTRICTS BY AMENDING TITLE 15, CHAPTER 320, TABLE 15.320-4.

TITLE: AN ORDINANCE AMENDING LYON COUNTY CODE TO ESTABLISH POST-SECONDARY, TRADE, OR TECHNICAL EDUCATION AS A PERMITTED USE IN THE HEAVY INDUSTRIAL-RURAL (HI-R) AND HEAVY INDUSTRIAL-SUBURBAN (HI-S) ZONING DISTRICTS BY AMENDING TITLE 15, CHAPTER 320, TABLE 15.320-4.

Explanation: Matters underlined and in blue are new or added language; matters ~~struck out and in red~~ are deletions or removed language.

THE BOARD OF COUNTY COMMISSIONERS OF LYON COUNTY, NEVADA DOES HEREBY ORDAIN:

Section 1. The Lyon County Development Code, Title 15, Chapter 320, Table 15.320-4 is hereby amended by revising the **Post- Secondary, Trade or Technical Education** use to be a **Permitted (P)** use within the **Heavy Industrial-Rural (HI-R)** and **Heavy Industrial-Suburban (HI-S)** zoning districts. All other provisions of Table 15.320-4 shall remain unchanged.

<i>Use Category</i>	<i>Use Type</i>	<i>LI-R</i>	<i>LI-S</i>	<i>HI-R</i>	<i>HI-S</i>	<i>SI</i>	<i>EMU</i>	<i>XX</i>	<i>Specific Use Requirements (Code Reference)</i>
Educational Facilities	Post-Secondary, trade or technical education	C	C	C	C	C	c	-	

Section 2. If any section of this ordinance or portion thereof is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not invalidate the remaining parts of this ordinance.

Section 3. All ordinances, parts of ordinances, chapters, sections, subsections, clauses, phrases or sentences contained in the Lyon County Code in conflict herewith are hereby repealed.

Section 4. This ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

Proposed on the ____ day of _____, 2026.

Proposed by Commissioner: _____

THIS Ordinance has been PASSED, ADOPTED and APPROVED this ____ day of _____, 2026 by the following vote of the Board of Commissioners, Lyon County:

Ayes: _____

Nays: _____

Absent: _____

Attest:

County Clerk

Chair of the Board

This ordinance shall be in force and effect from and after the ____ day of the month of _____ of the year 2026.



Account Number:	1118621
Customer Name:	Lyon County
Customer Address:	Lyon County 27 S Main St Yerington NV 89447-2571
Contact Name:	Brandi Lathrop
Contact Phone:	
Contact Email:	
PO Number:	

Date:	08/27/2026
Order Number:	12591285
Prepayment Amount:	\$ 0.00

Column Count:	2.0000
Line Count:	17.0000
Height in Inches:	1.7800

Print

Product	#Insertions	Start - End	Category
RGJ Lyon County News Leader	1	09/02/2026 - 09/02/2026	Public Notices
RGJ rgj.com	1	09/02/2026 - 09/02/2026	Public Notices

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save!

Total Cash Order Confirmation Amount Due	\$48.32
Tax Amount	\$0.00
Service Fee 3.99%	\$1.93
Cash/Check/ACH Discount	-\$1.93
Payment Amount by Cash/Check/ACH	\$48.32
Payment Amount by Credit Card	\$50.25

Order Confirmation Amount

\$48.32

**LYON COUNTY BOARD OF COMMISSIONER
NOTICE OF PUBLIC HEARING**

AN ORDINANCE AMENDING LYON COUNTY CODE TO ESTABLISH POST-SECONDARY, TRADE, OR TECHNICAL EDUCATION AS A PERMITTED USE IN THE HEAVY INDUSTRIAL RURAL (HI-R) AND HEAVY INDUSTRIAL-SUBURBAN (HI-S) ZONING DISTRICTS BY AMENDING TITLE 15, CHAPTER 320, TABLE 15.320-4.

NOTICE IS FURTHER GIVEN that the public hearing will be held on September 17, 2026, at 9:00 a.m. in the Commission Chambers located at 27 South Main Street, Yerington, Nevada 89447. All interested persons are invited to attend and address their views. At that time Bill 26-04 may be adopted.

/s/ Martha Tapia,
Lyon County Board of Commissioners
9/2/2026 12591285

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: September 17, 2026

Agenda Item Number:

11.a

Subject:

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

Summary:

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

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Accept claims and financial reports.

ATTACHMENTS

- [Claims Report 8-15-26 to 8-31-26](#)
- [Cash Report 8-31-26](#)

CLAIMS REPORT
AUGUST 16 THROUGH AUGUST 31, 2026

<u>LYON COUNTY</u>	<u>BILLS</u>	<u>PAYROLL</u>	<u>TRUST AND AGENCY</u>	<u>BILLS</u>	<u>PAYROLL</u>
Governmental Funds					
General	828,972.86	1,194,560.50	DNA Testing		
Employee Benefits			Western Regional Youth Facility	38,572.52	53,050.62
Park Construction Tax			Mason Valley Swimming Pool District	4,044.10	13,002.10
Co-Op Extension	49.84		Silver Springs/Stagecoach Hospital	395.46	3,259.14
Unemployment			Fernley Swimming Pool	122,203.55	20,286.27
Room Tax	1,451.89		City of Fernley		
Aid to Domestic Violence			Mason Valley Fire Protection District	5,171.23	41,977.37
Vehicle Acquisition			North Lyon County Fire Protection District		
Fair and Rodeo	58,486.58	263.37	Smith Valley Fire Protection District	11,239.07	8,317.49
Capital Improvements	2,770,584.16		Stagecoach General Improvement District		
Justice Court Special Assessment			South Lyon Hospital District	17,964.37	
District Court Restricted Fees			State of Nevada	284,240.77	
Juvenile Probation Special Assessment		2,212.52	City of Yerington		
County Library Gift			Fish and Game		
911 Surcharge	94,943.37		Walker River Irrigation District	164,003.60	
Mining Claim Map			Range Improvement		
Road	10,908.33	60,812.13	Lyon County Bond		
R T C	6,726.25		Coroner Estate Proceeds		
Road Improvement	16,389.40		County Trust Property		
Opioid Settlement		5,900.50	Social Security Payee Program	8,994.29	
General Indigent	9,190.77	70,362.96	Central Lyon County Fire Protection District		
Medical Indigent	2,000.00	5,334.45	Carson Water Sub-Conservancy District		
Senior Services	21,744.09	60,911.16	Dayton Valley Ground Water		
Senior Services Donations	159.42		Smith Valley Artesia		
Animal Control Donations			Mason Valley Artesia		
Enterprise Funds			Churchill Valley Ground Water		
Dayton Water Utility	23,995.43	62,898.97	Truckee Carson Irrigation District	34,859.57	
Dayton Sewer Utility	772,322.11	56,218.83	Fernley Ground Water		
Component Unit Funds			Brady Hot Springs Ground Water		
Mason Valley Mosquito Control District	345.23	5,313.43	Lyon County School District		
Central Lyon Vector Control District	21,895.00				
Walker River Weed Control District	59.19		Subtotal	691,688.53	139,892.99
Silver Springs General Improvement District	10,197.81		SUMMARY		
Willowcreek General Improvement District			Lyon County	4,650,421.73	1,524,788.82
Subtotal	4,650,421.73	1,524,788.82	Trust & Agency	691,688.53	139,892.99
			TOTAL	5,342,110.26	1,664,681.81

CASH REPORT

August 31, 2026

<u>LYON COUNTY</u>		<u>BALANCE</u>	<u>CUSTODIAL FUNDS</u>		<u>BALANCE</u>
Governmental Funds					
General		15,216,495.19	DNA Testing		1,482.93
Park Construction Tax		1,400,897.27	Western Nevada Regional Youth Center		2,124,680.41
Cooperative Extension		704,940.82	Mason Valley Swimming Pool District		4,177,857.64
Unemployment		390,723.38	Silver Springs/Stagecoach Hospital		2,488,395.81
Room Tax		61,291.43	Fernley Swimming Pool District		2,390,723.45
County Stabilization		3,450,000.00	City of Fernley		1,646,169.20
Vehicle Acquisition		336,750.37	<u>Mason Valley Fire Protection District</u>		
Fair and Rodeo		362,187.55	General Fund		2,314,830.19
Justice Court Special Assessment		1,006,470.03	Ambulance Fund		1,928,985.31
District Court Restricted Fees		935,406.60	Acquisition Fund		485,709.73
Juvenile Probation Special Assessment		153,367.88	Emergency Fund		18,463.62
Library Gift		10,033.86	North Lyon County Fire Protection District		974,493.03
Mining Claim Map		33,374.07	<u>Smith Valley Fire Protection District</u>		
911 Surcharge		797,857.74	General Fund		719,433.31
Animal Control Donations		189,774.46	Emergency Fund		432,845.24
Road		1,611,661.79	Acquisition Fund		1,723,178.72
R T C		19,894,251.48	Stagecoach General Improvement District		36,102.00
Road Improvement		989,499.60	South Lyon Hospital District		3,175,776.23
Opioid Settlement		1,321,222.71	State of Nevada		1,661,332.17
General Indigent		1,310,758.51	City of Yerington		136,896.01
Medical Indigent		1,943,916.40	Fish and Game		6,591.62
Senior Services		1,230,371.94	Walker River Irrigation District		631,565.37
Senior Services Donations		249,801.59	Range Improvement		2,267.09
Capital Improvements		23,048,198.92	Lyon County Bond		752,971.90
Subtotal Governmental Funds		76,649,253.59	Coroner Estate Proceeds		5,650.08
Enterprise Funds			County Trust Property & Inmate Trust		5,220.30
Dayton Water Utility		21,485,900.53	Social Security Payees/Public Guardianships		493,903.48
Dayton Sewer Utility		21,036,191.36	<u>Central Lyon County Fire Protection District</u>		
Subtotal Enterprise Funds		42,522,091.89	General Fund		2,723,082.25
Component Unit Funds			Ambulance Fund		213,653.86
Mason Valley Mosquito Control District		1,128,726.62	Carson Water Sub-Conservancy District		104,113.02
Central Lyon County Vector Control District		886,337.32	Dayton Valley Ground Water		13,765.66
Walker River Weed Control District		423,999.89	Smith Valley Artesia		29,958.62
Silver Springs General Improvement District		5,926,104.56	Mason Valley Artesia		71,364.35
Willowcreek General Improvement District		1,155,816.35	Churchill Valley Ground Water		8,305.47
Subtotal Component Unit Funds		9,520,984.74	Truckee Carson Irrigation District		165,461.65
			Brady Hot Springs Ground Water		210.00
			Fernley Ground Water		2,720.07
			East Walker Area Ground Water		1,322.13
			<u>Lyon County School District</u>		
			General Fund		5,314,083.19
			Debt Service Fund		4,124,145.50
Total Lyon County		128,692,330.22	Total Custodial Funds		41,107,710.61

SUMMARY

Lyon County	128,692,330.22
Custodial Funds	41,107,710.61
Unallocated Cash	
Unapportioned Purchase Cards	-
Unapportioned Interest	-

TOTAL 169,800,040.83

BANK ACCOUNTS AND PETTY CASH

Wells Fargo Bank Checking	41,213,876.13
US Bank Investment	85,262,995.14
Local Government Investment Pool	43,308,199.26
Inmate Trust	6,220.30
Fernley Swimming Pool Imprest	300.00
Dayton Utilities Imprest	500.00
Silver Springs GID Imprest	500.00
Petty Cash	7,450.00

TOTAL 169,800,040.83

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: September 17, 2026

Agenda Item Number:

11.b

Subject:

For Possible Action: Review and accept travel claims.

Summary:

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

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Accept travel claims.

ATTACHMENTS

- [Travel Report 8-15-26 to 8-31-26](#)

LYON COUNTY TRAVEL REPORT

August 16-31, 2026

Department / Name	Description	Amount
Sheriff		
Sean Shannon	CIT International Orlando, FL 08/09-08/13/2026 - Rental Car	313.27
William McDaniel	Leadership Institute Carson City, NV 09/08-09/10/2026 - Per Diem	57.00
Julie Redmond	Leadership Institute Carson City, NV 09/08-09/10/2026 - Per Diem	57.00
Robert Stout	Leadership Institute Carson City, NV 09/08-09/10/2026 - Per Diem	57.00
Matthew Galvin	Sniper School Reno, NV 09/06-09/11/2026 - Per Diem	308.00
Nicholas Baugh	Sniper School Reno, NV 09/06-09/11/2026 - Per Diem	308.00
Arsenio Reyes	Sniper School Reno, NV 09/06-09/11/2026 - Per Diem	308.00
Anthony Cupp	Crisis Intervention Reno, NV 09/08-09/10/2026 - Per Diem	66.00
County Manager		
Andrew Haskin	2026 NACO Conference Stateline, NV 09/22-09/24/2026 - Registration	225.00
Commissioners		
Dave Hockaday	2026 NACO Conference Stateline, NV 09/22-09/24/2026 - Registration	225.00
John Cassinelli	2026 NACO Conference Stateline, NV 09/22-09/24/2026 - Registration	225.00
Robert Jacobson	2026 NACO Conference Stateline, NV 09/22-09/24/2026 - Registration, Lodging	287.93
Scott Keller	2026 NACO Conference Stateline, NV 09/22-09/24/2026 - Registration	225.00
Scott Keller	2026 NACO Conference New Orleans, LA NV 07/15-07/21/2026 - Airfare, Lodging, Uber, Per Diem	2,857.85
Assessor		
Troy Villines	Assessors Association of Nevada Fallon, NV 09/14-09/18/2026 - Registration, Per Diem	402.00
Valerie Garcia	Assessors Association of Nevada Fallon, NV 09/15/2026 - Registration	20.00
Erin Singley	Assessors Association of Nevada Fallon, NV 09/15/2026 - Registration	40.00
Human Resources		
Ben Evans	Internal Affairs Conference Las Vegas, NV 12/07/2026 - Registration	750.00
District Court		
Lori Kays	NACCA Training Carson City, NV 09/23-09/24/2026 - Registration	75.00
Facilities		
Heidi Bohard	Cemetery Mark Plot Silver Springs, NV 08/19/2026 - Mileage	31.92
Human Services		
Megan Calvin	Kids in Motion Conference Wilmington, NC 08/25-08/29/2026 - Per Diem, Mileage	259.48
Jenna Dykes	Kids in Motion Conference Wilmington, NC 08/25-08/29/2026 - Per Diem, Mileage	270.28
Misty Crank	Kids in Motion Conference Wilmington, NC 08/25-08/29/2026 - Per Diem, Mileage	264.80
Andrea Benally	NCAP Annual Conference St Louis, MO 09/01-09/04/2026 - Per Diem, Mileage	219.48
Michelle Grouse	NCAP Annual Conference St Louis, MO 09/01-09/04/2026 - Per Diem, Mileage	230.27
Shayla Holmes	NCAP Annual Conference St Louis, MO 09/01-09/04/2026 - Per Diem, Mileage	219.48
Rhiannon Baker	NCAP Annual Conference St Louis, MO 09/01-09/04/2026 - Per Diem, Mileage	230.27
Jenna Dykes	NCAP Annual Conference St Louis, MO 09/01-09/04/2026 - Per Diem, Mileage	230.27
Jennifer Apgar	NCAP Annual Conference St Louis, MO 09/01-09/04/2026 - Per Diem, Mileage	219.48
Marissa Armendariz	CIT Conference Orlando, FL 08/09-08/13/2026 - Airport Parking, Lyft	132.91
Library		
Jan Schardt	Trustee Meeting Yerington, NV 08/25/2026 - Mileage	33.44
Patti Palmer	Trustee Meeting Yerington, NV 08/25/2026 - Mileage	71.44
Sara Ross	Trustee Meeting Yerington, NV 08/25/2026 - Mileage	80.56
Krystal Kenner	Cover Branch Silver Springs, NV 08/15 & 08/18/26 - Mileage	48.64
Krystal Kenner	Cover Branch Silver Springs, NV 08/20 & 08/27/26 - Mileage	48.64
		<u>9,398.41</u>

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: September 17, 2026

Agenda Item Number:

11.c

Subject:

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

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

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

ATTACHMENTS

- [Unsecured Factual Corrections](#)
- [Secured Factual Corrections](#)



LYON COUNTY

Meeting: 9/17/2026

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

Acct #	Name/Owner	Reason for Deletion	Tax Dist.	Tax. Year.	Tax Amount
MH014661	AMERICAN PATRIOT HOMES	RECD DRS AFTER BILLING (ADDED VALUE)	9.0	26/27	(\$385.69)
AC000156	AUSTIN, CHRISTOPHER	MOVED OUT OF STATE	9.2	26/27	\$76.16
MH014651	STEINMAN, NICHOLAS	MISSED BILLING CREATED BILL	4.0	26/27	(\$2,645.14)
TOTAL:					(\$2,954.67)



LYON COUNTY

Meeting: 9/17/2026

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

Acct #	Name/Owner	Reason for Deletion	Tax Dist.	Tax. Year.	Tax Amount
020-234-17	KATZENMAIER, WILLIAM	APPLY DV EXEMPT	6.0	2026/27	\$665.74
022-344-12	VINCENT, LAUD	APPLY DV EXEMPT	6.0	2026/27	\$1,331.48
022-632-12	VASS, TRENT	APPLY DV EXEMPT	6.0	2026/27	\$1,331.48
029-902-01	BENNETT, SEAN	APPLY DV EXEMPT	8.5	2026/27	\$921.32
019-326-05	MESHBERGER, CLARICE	APPLY DV EXEMPT	8.4	2026/27	\$1,040.32
020-954-05	TAYLOR, WAYNE	APPLY DV EXEMPT	6.0	2026/27	\$1,331.48
022-263-08	SULLIVAN, JAMES	APPLY DV EXEMPT	6.0	2026/27	\$332.87
019-862-02	PRESTON, CONOR	APPLY DV EXEMPT	8.4	2026/27	\$940.27
029-431-18	NEUMANN, LISA & STEVEN	TAX CAP CORRECTION	8.4	2026/27	\$126.40
016-234-09	ERICKSEN, NEAL	APPLY DV EXEMPT	8.7	2026/27	\$901.61
020-441-17	JOHNSON, MATTHEW	APPLY DV EXEMPT	6.0	2026/27	\$1,331.48
029-752-04	CLAROS, JOSEPH	APPLY DV EXEMPT	8.4	2026/27	\$1,253.69
004-351-02	VAN NESS, SHERI	AMEND BILL, FEED BAR GONE	2.1	2026/27	(\$177.01)
020-535-09	DAVIS, DENNIS	TAX CAP CORRECTION	6.0	2026/27	\$208.88
TOTAL:					\$11,540.01

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: September 17, 2026

Agenda Item Number:

11.d

Subject:

For Possible Action: Approve the September 3, 2026 minutes.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- [Minutes](#)

Board of County Commissioners Lyon County, Nevada

The Honorable Board of Lyon County Commissioners met this day, Thursday, September 3, 2026, at 9:00 A.M. in the LYON COUNTY ADMINISTRATIVE COMPLEX, 27 S. MAIN STREET, YERINGTON, NV 89447.

1. Roll Call

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

Staff Present: County Manager Andrew Haskin, Comptroller Josh Foli, Deputy District Attorney Steve Rye, Deputy Clerk Melissa Colocho

2. Invocation given by Wes Sheley of Crosswinds Fernley Assembly of God

3. Pledge of Allegiance

4. Public Participation

Chair Keller asked for public comment.

Phyllis Hiskett requested two ordinances: one to require EISs on private property and one that no elected official or employee of Lyon County can sign an NDA.

Leo Solari commented on incomplete traffic impact reports and alleged dates are being “fudged” and possibly misprinted.

Robin Biggs expressed concerns including late backup, State and Federal aviation reports, ducks and pelicans landing on solar panels due to thinking they’re a lake, environmental impact, waste of taxpayers’ money, Elko declining the project, ruining of historical value of this area, and semis speeding down Main Street.

5. For Possible Action: Review and Adoption of Agenda

Chair Keller asked for public comment, and there was none at this time.

Comm. Cassinelli moved to approve the agenda for September 3rd as presented; Comm. Hockaday seconded, and the motion passed 5-0.

6. Commissioners/County Manager Reports

Comm. Hockaday attended the Mason Valley and Smith Valley Rotary Fundraising Dinner, encountered issues with materials while attempting to screen in Dressler Park (waiting for better materials to arrive because the project is necessary), attended a Historical Society event dedicating a picnic bench built for Mary Nuti in honor of her help with the Historical Society Issues, and attended the Smith Valley Citizen Advisory Board meeting. He thanked County Manager Andrew Haskin for attending and presenting on some issues in both Mason Valley

and Smith Valley, and thanked the Sheriff's Department and commended Commander Powell for being present at the HudBay presentation.

Comm. Cassinelli toured the new Waste Management facility in Silver Springs since he missed the official ribbon cutting, attended the Dayton Valley Conservation District meeting, attended a roundtable with Governor Lombardo to discuss insurance and fuel prices, visited the Google campus in the Tahoe-Reno Industrial Center (TRIC), spoke at an NNDA event with discussion on data centers, and had a Zoom call with County Manager Haskin and David Dazlich (State Infrastructure Coordinator from the Governor's Office) regarding why the Highway 50 improvement project in Dayton hasn't started yet. Jacob from the Scouts of America, who is working on his citizenship badge and will eventually work on his Eagle Scout, interviewed Comm. Cassinelli.

Comm. Hendrix attended a couple of meetings with the Rural Energy Academy regarding the upcoming National Energy Symposium, and took a data center tour in Storey County. She attended the Public Lands and Natural Resources meeting, the NACo Board of Directors meeting, the Comstock Historical District Commission meeting, and the Stagecoach Advisory Board meeting.

Comm. Jacobson attended a Boys and Girls Club meeting and prepped for the upcoming awards banquet in October. He also attended the Debt Management meeting, a Children's Cabinet fundraiser, met with Workforce Development representatives looking at setting up boot camps for Lyon County kids interested in trades, attended the Chamber of Commerce meeting, which he thanked County Manager Haskin for attending, and listened to a speech from Lieutenant Governor Stavros Anthony. He also attended the Fernley City Council meeting, and toured the Fernley ELC. He gave a shout out to Cody Wagner and the successful Fernley Foundation event.

Chair Keller attended the Fernley City Council meeting, the Public Lands and Natural Resources meeting, and the NACo Board of Directors meeting. He gave an update on an open NACo BOD opening and reported the annual NACo Conference in Lake Tahoe later in the month. He also reported the Senate passed the continuing resolution for the OMB and is now December 11th.

County Manager, Andrew Haskin, took a tour of the Google data center in the Tahoe-Reno Industrial Center, met with the Governor's office regarding Highway 50, met with Mark IV in Fernley to discuss their developments in the Fernley area, and met with the Mayor of Fernley and toured the city. He also attended the Fernley Chamber luncheon, met with Cerrado de Gasperis of Comstock regarding Silver Springs issues, and attended the Smith Valley Advisory Board meeting. He also invited the Board to the City of Yerington mural dedication on September 14th at 6 PM at City Hall.

7. Elected Officials' Reports

There were none at this time.

8. Appointed Officials' Reports

There were none at this time.

9. Advisory Board Reports

There were none at this time.

10. CONSENT AGENDA

Chair Keller asked for public comment, and there was none at this time.

Chair Keller pulled item 10.d. for discussion.

Comm. Hendrix moved to approve the consent agenda items 10.a. through 10.f, pulling item 10.d. for consideration; Comm. Cassinelli seconded, and the motion passed 5-0.

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

County claims totaled \$ 1,762,800.36 and payroll totaled \$ 2,040,490.77. The cash balance was \$ 126,683,165.96.

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

The travel claims totaled \$ 26,077.23.

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

The secured factual corrections totaled \$ 9,932.05 and the unsecured factual corrections totaled -\$2,726.01.

10.d. For Possible Action: Approve the August 6, 2026 minutes.

This item was pulled from the consent agenda for discussion.

Deputy Clerk Melissa Colucho read into record the following correction, which is an addition to the minutes of August 6, 2026, in item 6.b.:

Comm. Hockaday commented on nearly all of the findings for the PUD being very positive. Comm. Hockaday expressed his disagreement with “Finding D: A physical design of the plan and in the manner in which such design does or does not make adequate provisions for public services, provide adequate control over vehicular traffic, parking requirements, and further the amenity of light and air, recreation and visual enjoyment”, stating he does not view that as a positive. He also expressed concern that he considers Findings B through F to be negative, and not seeing positive Findings regarding what the project does for the community.

Chair Keller asked for public comment.

Robin Biggs commented that on page three of the minutes, “Robin Biggs alleged someone tried to jerk the door out of her hand during a recess” should read, “Robin Biggs alleged Scott Keller tried to jerk the door out of her hand”.

Comm. Jacobson moved to approve the August 6, 2026 minutes with the stated correction; Comm. Cassinelli seconded, and the motion passed 5-0.

10.e. For Possible Action: Approve the August 20, 2026 minutes.

10.f. For Possible Action: Accept a grant award from the Nevada Department of Business and Industry Housing Division for the FY27 Emergency Services Grant program, in the amount of \$72,000.

11.g. For Possible Action: Accept a grant award from the Nevada Department of Health and Human Services for the FY27 Nevada Clinical Services - Respite program, in the amount of \$80,271.

11.h. For Possible Action: Approve a contract between Lyon County and Healthy Communities Coalition, not to exceed \$18,350, for services funded through the FY27 Family Planning Services grant from the Department of Human Services, Division of Public & Behavioral Health.

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

REGULAR AGENDA

11. Sheriff

11.a. For Possible Action: Approve a reimbursement from the Lyon County School District in the amount of \$4,350.50 for the attendance of four Lyon County Sheriff's Office School Resource Officers at the NASRO School Resource Officer Conference that was held June 29, 2026 through July 2, 2026 in Reno, Nevada. (Sheriff, Brad Pope)

Sheriff Brad Pope explained typically, the NASRO Conference is held after July 1st when the budget cycle and grant cycle reset, however NASRO was held June 29th after the grant was exhausted. He stated the School District found it appropriate to pay for four SROs to go to the conference.

Chair Keller asked for public comment, and there was none at this time.

Comm. Jacobson moved to approve a reimbursement from the Lyon County School District in the amount of \$4,350.50 for the attendance of four Lyon County Sheriff's Office School Resource Officers at the NASRO School Resource Officer Conference that was held June 29, 2026 through July 2, 2026 in Reno, Nevada; Comm. Cassinelli seconded, and the motion passed 5-0.

12. Public Hearing on Planning Items

12.a. For Possible Action: To approve a request by Winston FC Solar, LLC, for an amendment to the approved Planned Unit Development (PUD) for the Winston Energy Project in Mason Valley. The proposed amendment is for the western setback for the solar energy conversion system associated with the PUD, reducing the setback along U.S. Highway 95A from 1,980 feet to 1,320 feet, in order to accommodate an easement along the eastern portion of the project site. APNs 014-091-[13, 15, 16, 17, 22] and 014-201-[14, 17, 18, 32, 33, 35]; PLZ-2026-061. (Senior Planner Louis Cariola)

Senior Planner, Louis Cariola, gave a presentation on the Winston FC Solar LLC PUD Amendment including: Mason Valley, E of Highway 95A – 11 parcels, Previous Approvals, Existing Configuration, Project, Setbacks, Alternative would be to use the Master Plan's Above Ground Corridor and Hwy frontage, Amendment and Alternative, and Proposed PUD Amendment.

Mr. Cariola was available for questions and had discussion with the Board.

Scott Whittemore of Energy Product Solutions and David Calderon of EDF were also available for questions, and addressed the Board.

Chair Keller asked for public comment.

Leo Solari stated traffic impact reports have not been completed and the encroachment permitting process has not been submitted to NDOT; he also commented that NDOT plans to expand the highways and that needs to be considered.

Phyllis Hiskett commented that the Board has already made one change from the original ordinance, questioned why have codes when the Board keeps changing them, and stated new precedence is being set.

Jim De Chambeau commented that previously, Chair Keller stated the compromise to change the setback from half of a mile to 1,980 feet was a one-time compromise.

James Rosaschi stated links should be easier for the public to access, and commented that the idea of power lines being less obtrusive than giant reflective solar fields on the highway seems ridiculous.

Robin Biggs commented things are changing because Elko shut them down, and that this has all been planned since Greenlink started when the power station was put in at Fort Churchill. She also expressed further concerns regarding site suitability, Federal and State Fish and Game, birds landing on solar panels and irrigation water, and other concerns.

Comm. Hockaday commented on the previous negotiation of setbacks and concern with precedent being set; he suggested getting rid of the ordinance and negotiating each project on its own merit.

Chair Keller expressed new information may change the outlook of how things are done and clarified this item is to consider the orientation of the project, not the size. He also commented while he'd prefer to see neither, he'd prefer to see solar field over high power lines.

Comm. Hendrix stated she wants to do this because of less impact to the residents of Penrose Ln. rather than 85 foot transmission lines in residents' backyards; Comm. Cassinelli agreed with Comm. Hendrix.

Comm. Hendrix, based on Findings A through F, moved to approve a request by Winston FC Solar, LLC, to amend the approved Planned Unit Development (PUD) for the Winston Energy Project in Mason Valley, reducing the setback along U.S. Highway 95A from 1,980 feet to 1,320 feet; Comm. Jacobson seconded, and the motion passed 4-1, with Comm. Hockaday voting Nay.

13. Human Services

13.a. For Possible Action: Accept a grant award from the State of Nevada Health Authority for the FY27 Exchange Enrollment Facilitators program, in the amount of \$120,386.50. (Human Services Director, Shayla Holmes)

Human Services Director, Dr. Shayla Holmes, explained this grant award will allow Lyon County to create an exchange facilitator program to help residents who may lose Medicaid during the transition. She stated starting January 1, the approximate 5,000 adults currently covered in Lyon County through the ACA may lose their benefits, with anywhere between 625 to 2,500 potentially being impacted. Under NRS chapter 428, the County is responsible for medical assistance for indigent residents who have no other coverage, so this program is an attempt to be proactive to ensure that individuals that may come off Medicaid may still be able to be insured through the exchange and reduce impact to county budget.

Dr. Holmes was available for questions and discussion with the Board.

Chair Keller asked for public comment.

James Rosaschi commented he loves the idea and that there is a petition to recall four Board members outside.

Comm. Hendrix moved to accept a grant award from the State of Nevada Health Authority for the FY27 Exchange Enrollment Facilitators program, in the amount of \$120,386.50; Comm. Cassinelli seconded, and the motion passed 5-0.

14. Comptroller

14.a. For Possible Action: Approve a lease agreement with California Internet LLC from September 3, 2026 through November 30, 2032 for placing equipment at the Pine Grove Communications Site. (Comptroller, Josh Foli)

Comptroller, Josh Foli, explained this is a site that currently being leased from the Forest Service, and as part of that master plan lease, it's required, if space is available, to work with tenants to add them to existing sites instead of adding many shelters and towers to that site. He stated additional space is available for this application and so this is the standard rate being charged to all the other vendors on the mountaintop sites.

Mr. Foli was available for questions and discussion with the Board.

Chair Keller asked for public comment, and there was none at this time.

Comm. Hendrix moved to approve a lease agreement with California Internet LLC from September 3, 2026 through November 30, 2032 for placing equipment at the Pine Grove Communications Site; Comm. Cassinelli seconded, and the motion passed 5-0.

RECESS TO RECONVENE AS THE SILVER SPRINGS GENERAL IMPROVEMENT DISTRICT BOARD

15. Public Participation

Chair Keller asked for public comment.

Leah Wilkinson commented that when public comment is held without interaction with the public, it feels like no one is listening and decisions have been made in advance. She also stated that it's helpful to interact with the public as was done by giving reasons for or against a motion. She thanked the Board for responding to what people had to say.

16. Utilities

16.a. For Possible Action: To approve an agreement with Sierra Controls, in an amount not to exceed \$160,216.25, to migrate the Silver Springs Wastewater Treatment Plant's existing SCADA system to a new SCADA platform. (Utilities Director, Sean Sinclair)

Utilities Director, Sean Sinclair explained this project was approved in the current fiscal year capital improvement projects, and planned for the future, but recent lightning strikes and power bumps fried the existing system. He clarified for Comm. Hockaday that SCADA stands for System Control and Data Acquisition.

Mr. Sinclair clarified for Comm. Jacobson that this new system is a lot more reliable and can help safeguard against lightning strikes on the system.

Chair Keller asked for public comment, and there was none.

Comm. Hendrix moved to approve an agreement with Sierra Controls, in an amount not to exceed \$160,216.25, to migrate the Silver Springs Wastewater Treatment Plant's existing SCADA system to a new SCADA system platform; Comm. Cassinelli seconded, and the motion passed 5-0.

17. Public Participation

Chair Keller asked for public comment, and there was none at this time.

ADJOURN TO RECONVENE AS THE CENTRAL LYON COUNTY VECTOR CONTROL DISTRICT BOARD

18. Public Participation

Chair Keller asked for public comment, and there was none at this time.

19. Contracts

19.a. For Possible Action: Accept the proposal and approve the contract from Frey Spray LLC for Aerial Black Fly and Mosquito Control application for the period of September 3, 2026 to June 30, 2027 for a cost not to exceed \$49,000. (County Manager, Andrew Haskin)

County Manager, Andrew Haskin, explained the contract was included in the Board's packets, and this has been reviewed and recommended for approval by the Central Lyon Vector Control District. Mr. Haskin clarified the amount was under what he is authorized to sign for, but since it's a special district, he felt it best to bring the item before the Board for approval.

Chair Keller asked for public comment.

Robin Biggs commented that Mountain View Pond was previously stocked with minnows that ate mosquito larvae and was helpful to Yerington, and Chair Keller clarified this item is for Central Lyon County, not Mason Valley.

Comm. Cassinelli moved to accept the proposal and approve the contract from Frey Spray LLC for Aerial Black Fly and Mosquito Control application for the period of September 3, 2026 to June 30, 2027 for a cost not to exceed \$49,000; Comm. Hockaday seconded, and the motion passed 5-0.

20. Public Participation

Chair Keller asked for public comment.

Leo Solari requested traffic impact reports be put on the agenda traffic analysis to look at traffic patterns for all of the cumulative projects.

ADJOURN TO RECONVENE AS THE LYON COUNTY BOARD OF COMMISSIONERS

21. Agenda Requests

Comm. Hockaday stated he's spoken with the County Manager regarding requesting a specific hydrologist to address the Board regarding water issues for Mason Valley and Smith Valley aquifers

22. Commissioner Comments

Comm. Hockaday stated when NDOT shows up here, he has requested they look at 95A, north of and through Yerington, and 208. He commented on how bad 95A is from 80 all the way to Yerington, and that he hopes NDOT figures out how to improve it to avoid deaths on 95A like last year.

Comms. Cassinelli, Hendrix, and Jacobson, and Chair Keller had none.

19. Public Participation

Chair Keller asked for public comment.

Phyllis Hiskett commented that during the Winston item, they mentioned accommodating Monarch for the transmission lines and easement, and wondered if since Comm. Cassinelli previously recused from himself from a Monarch item, he should not have been involved in that vote that ultimately benefits Monarch.

Robin Biggs expressed concerns with Board comments and lack of State and Federal Fish and Game and Aviation, along with other concerns, including alleging illegal approval of solar panels on Palmer Ranch.

The Board recessed at 10:13 AM.

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

The Board convened at 10:17 AM and a closed session was held.

21. Adjourn

Meeting adjourned at 10:34 AM.

LYON COUNTY BOARD OF COMMISSIONERS

SCOTT KELLER, Chairman

ATTEST

STACI LINDBERG, Lyon County Clerk/Treasurer

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: September 17, 2026

Agenda Item Number:

11.e

Subject:

For Possible Action: Accept a grant award from the Nevada Department of Health and Human Services, Division of Child & Family Services in the amount of \$75,239, with a county match of \$25,080, for the FY27 Title IV-B, Subpart 2 Family Support Program.

Summary:

This grant award is for the Title-IV -B, Subpart 2, Family Support Program to provide provide family support through Case Management, In-Home Visitation, and Parenting Classes for families at risk or families with an open child welfare case.

Financial Department Comments:

The match is already budgeted in the General Indigent Fund.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Accept a grant award from the Nevada Department of Health and Human Services, Division of Child & Family Services in the amount of \$75,239, with a county match of \$25,080, for the FY27 Title IV-B, Subpart 2 Family Support Program.

ATTACHMENTS

- [FY27 Title IV-B, Subpart 2 Notice of Subaward](#)



State of Nevada
Department of Human Services
Division of Child & Family Services
(hereinafter referred to as the Department)

Agency Ref. #: 93556-26-013
Budget Account: 3146
Category: 17
GL: 8511
Job Number: 9355625/9355626

NOTICE OF SUBAWARD

Program Name: Promoting Safe and Stable Families program – Family Support Title IV-B, Subpart 2 DCFS Grants Management Unit / DCFSGrants@dcfs.nv.gov		Subrecipient's Name: Lyon County Human Services Shayla Holmes /sholmes@lyon-county.org	
Address: 4126 Technology Way, 3 rd Floor Carson City, NV 89706-2009		Address: 620 Lake Avenue Silver Springs, NV 89429	
Subaward Period: July 1, 2026, through June 30, 2027		Subrecipient's: EIN: <u>88-6000097</u> Vendor #: <u>T40156600A A</u> UEI #: <u>UT4JJ9N6L69</u>	
Purpose of Award: To provide family support through Case Management, In-Home Visitation, and Parenting Classes for families at risk or families with an open child welfare case.			
Region(s) to be served: ☐ Statewide ☒ Specific county or counties: <u>Lyon</u>			
Approved Budget Categories:		FEDERAL AWARD COMPUTATION:	
1. Personnel \$75,239.00		Total Obligated by this Action: \$ 0.00	
2. Travel \$0.00		Cumulative Prior Awards this Budget Period: \$ 0.00	
3. Operating \$0.00		Total Federal Funds Awarded to Date: \$ 0.00	
4. Equipment \$0.00		Match Required ☒ Y ☐ N	
5. Contractual/Consultant \$0.00		Amount Required this Action: Please Refer to Page 2 for	
6. Training \$0.00		Amount Required Prior Awards: Further Match Details	
7. Other \$0.00		Total Match Amount Required: _____	
TOTAL DIRECT COSTS \$75,239.00		Research and Development (R&D) ☐ Y ☒ N	
8. Indirect Costs \$0.00		Federal Budget Period:	
TOTAL APPROVED BUDGET \$75,239.00		Federal Project Period:	
		FOR AGENCY USE, ONLY	
Source of Funds:	% Funds:	ALN:	FAIN:
See Subaward Additional Funding Sheet			
Agency Approved Indirect Rate: N/A		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 DHS Grant Instructions and Requirements, and the State Administrative Manual. 3. Expenditures must be consistent with the narrative, goals and objectives, and budget as approved and documented 4. Subrecipient must comply with all applicable Federal regulations 5. Quarterly progress reports are due by the 15th of each month following the end of the quarter, unless specific exceptions are provided in writing by the grant administrator. 6. Financial Status Reports and Requests for Funds must be submitted monthly, unless specific exceptions are provided in writing by the grant administrator. 7. Per NRS 232.359 , subrecipients are required to add or update their agency profile to the Nevada 2-1-1 system and provide verification of enrollment, as applicable.			
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: DHS Business Associate Addendum; and Section H: Matching Funds Agreement	
Name	Signature		Date
Scott Keller, Chair Lyon County Board of Commissioners			
Yadira Montes-Santoyo Social Services Program Specialist III DCFS Grants Management Unit			
For Kimberly Abbott, Administrator DHS, Division of Child & Family Services			

**STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
DIVISION OF CHILD & FAMILY SERVICES
NOTICE OF SUBAWARD**

NOTICE OF SUBAWARD ADDITIONAL FEDERAL FUNDING SHEET (IF REQUIRED)

Federal Award Computation				
Total Obligated by this Action:		\$	18,809.75	
Cumulative Prior Awards this Budget Period:		\$	0.00	
Total Federal Funds Awarded to Date:		\$	18,809.75	
Match Required ☒ Y ☐ N				
Amount Required this Action:		\$	6,270.00	
Amount Required Prior Awards:		\$	0.00	
Total Match Amount Required:		\$	6,270.00	
Research and Development (R&D) ☐ Y ☒ N				
Federal Budget Period: October 1, 2024, through September 30, 2026				
Federal Project Period: October 1, 2024, through September 30, 2026				
FOR AGENCY USE, ONLY				
Source of Funds: Promoting Safe and Stable Families program, Title IV-B, Subpart 2 of the Social Security Act	% Funds: 25%	ALN: 93.556	FAIN: 2501NVFPSS	FEDERAL GRANT #: 2501NVFPSS
Federal Grant Award Date by Federal Agency:		May 9, 2025		

Federal Award Computation				
Total Obligated by this Action:		\$	56,429.25	
Cumulative Prior Awards this Budget Period:		\$	0.00	
Total Federal Funds Awarded to Date:		\$	56,429.25	
Match Required ☒ Y ☐ N				
Amount Required this Action:		\$	18,810.00	
Amount Required Prior Awards:		\$	0.00	
Total Match Amount Required:		\$	18,810.00	
Research and Development (R&D) ☐ Y ☒ N				
Federal Budget Period: October 1, 2025 through September 30, 2027				
Federal Project Period: October 1, 2025 through September 30, 2027				
FOR AGENCY USE, ONLY				
Source of Funds: Promoting Safe and Stable Families program, Title IV-B, Subpart 2 of the Social Security Act	% Funds: 75%	ALN: 93.556	FAIN: 2601NVFPSS	FEDERAL GRANT #: 2601NVFPSS
Federal Grant Award Date by Federal Agency:		June 11, 2026		

**STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
DIVISION OF CHILD & FAMILY SERVICES
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 Human Services (hereafter referred to as "Department") shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent entity.
2. The Subrecipient shall hold harmless, defend and indemnify the Department from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.
3. The Department or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the Department or Subrecipient from its obligations under this Agreement.
 - The Department may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the Department and Subrecipient.
4. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Work in Section B may only be undertaken with the prior approval of the Department. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, reports, or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Department, become the property of the Department, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.
 - The Department may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Department may declare the Subrecipient ineligible for any further participation in the Department's grant agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Department may withhold funding.

Grant Assurances

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

1. Adopt and maintain a system of internal controls which results in the fiscal integrity and stability of the organization, including the use of Generally Accepted Accounting Principles (GAAP).
2. Compliance with state insurance requirements for general, professional, and automobile liability; workers' compensation and employer's liability; and, if advance funds are required, commercial crime insurance.
3. These grant funds will not be used to supplant existing financial support for current programs.
4. No portion of these grant funds will be subcontracted without prior written approval unless expressly identified in the grant agreement.
5. Compliance with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
6. Compliance with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
7. Compliance with Title 2 of the Code of Federal Regulations (CFR) and any guidance in effect from the Office of Management and Budget (OMB) related (but not limited to) audit requirements for grantees that expend \$1,000,000 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).

**STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
DIVISION OF CHILD & FAMILY SERVICES
NOTICE OF SUBAWARD**

9. Certification that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211).
10. No funding associated with this grant will be used for lobbying.
11. Disclosure of any existing or potential conflicts of interest relative to the performance of services resulting from this grant award.
12. Provision of a work environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed.
13. An organization receiving grant funds through the Department of 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 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.

**STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
DIVISION OF CHILD & FAMILY SERVICES
NOTICE OF SUBAWARD**

15. Protections for Whistleblowers

- In accordance with 41 U.S.C. § 4712, subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to federal contract (including the competition for or negotiation of a contract) or grant.
- The list of persons and entities referenced in the paragraph above included the following: A member of Congress or a representative of a committee of Congress, an Inspector General, the Government Accountability Office, a treasury employee responsible for contract or grant oversight or management, an authorized official of the Department of Justice or other law enforcement agency, a court or grand jury, or a management official or other employee of subrecipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address mis-conduct.
- Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

16. 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.
17. Data Ownership - The Business Associate acknowledges that Business Associated or its agents or subcontractors have no ownership rights with respect to the protected health information it accesses, maintains, creates, retains, modifies, records, store, destroys, or otherwise holds, transmits, uses discloses. The Division of Child and Family Services maintains ownership of all data collected by the Business Associate and can receive access to such data without limitation.
18. Reporting -The subrecipient is also required to submit any or other reporting as defined and requested by DCFS. The subrecipient agrees to participate in reporting all required data and information to the evaluation team as required

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

**STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
DIVISION OF CHILD & FAMILY SERVICES
NOTICE OF SUBAWARD**

SECTION B

Description of Services, Scope of Work and Deliverables

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

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

Scope of Work for: Lyon County Human Services

Goal 1: Children referred into the Family Support Program will be safe and stable in their home environment.							
Goal #	Objective	Activities	Expected Outcomes	Timeline: Begin-Completion	Target Population	Evaluation Measure (indicator)	Evaluation Tool
1.1	Lyon County Human Services (LCHS) will receive 67 referrals for FSP of those families, 75% will case management focusing on child safety and developmental stages as well as goals addressing concerns.	1.1.1. Case managers will offer the Family Check-up model and utilize Motivational Interviewing 1.1.2. Case Managers will provide families with in-home visits focused on increasing protective.	Families will increase protective factors, improve parenting practices, and develop the knowledge and skills necessary to provide safe, stable home environments for their children.	07/01/2026 – 06/30/27	Families with children who are at risk of child welfare involvement due to concerns related to abuse, neglect, or family instability.	1. Progress notes and assessment outcomes. Received referrals will be tracked through the LCHS EHR, Welligent. 2. Completed assessments inducing PFS-2 showing an increase in parental competencies. 3. Assessments to be tracking in online database. 4. Report to the GMU Quarterly Report.	Initial and closing PSF-2
1.2	LCHS will connect referred families to the necessary social	Regular in-home visits that provide ongoing positive connections	Families will establish connections to appropriate	07/01/2026 – 06/30/27	Families with children who are at risk of child welfare	By completion of service plan and service plan.	Service plan completion and

**STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
DIVISION OF CHILD & FAMILY SERVICES
NOTICE OF SUBAWARD**

	supports and connections	and community referrals.	community resources and informal support systems that strengthen family stability and reduce barriers to meeting basic needs.		involvement due to concerns related to abuse, neglect, or family instability.		documented referrals.
1.3	LCFS will provide accessible services to families with at-risk rural youth with or at risk of an SED and their families. Youth and their families will receive a CASII score to determine level of need	1.3.1 Case managers will conduct an assessment to determine CASII score to create service plans based on CASII score and the needs of the youth and their families. 1.3.2. Regular in-home visits that provide ongoing positive connections and community referrals	Youth and their families will receive services matched to their assessed level of need, resulting in improved family functioning, increased access to behavioral health supports, and greater stability in the home and community.	07/01/2026 – 06/30/27	Families with youth who are at risk of involvement with higher levels of care, including emergency departments, inpatient psychiatric facilities, or the juvenile justice system.	1 Progress Notes and assessment documentation. 2. Completion of services plans. 3. Completion of in-home services. 4. Report to the GMU Quarterly Report.	CASII assessment

**STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
DIVISION OF CHILD & FAMILY SERVICES
NOTICE OF SUBAWARD**

Goal 2: Parents referred into the Family Support Program become more knowledgeable in parental competencies to preserve families by taking evidence based parenting classes.							
Goal #	Objective	Activities	Expected Outcomes	Timeline: Begin-Completion	Target Population	Evaluation Measure (indicator)	Evaluation Tool
2.1	LCHS will increase confidence and competence of parenting abilities in families in the geographical region by offering 50 unduplicated parenting classes. LCHS case managers will work with families to determine best time to complete classes.	2.1 Free parenting classes will be provided to families in the programs. Classes can be completed in-home, in office, or online for parents' convenience.	Parents will increase their parenting knowledge, confidence, and use of positive parenting strategies, leading to improved parent-child relationships and stronger family functioning.	07/01/2026 – 06/30/27	Families with children who are at risk of child welfare involvement due to concerns related to abuse, neglect, or family instability.	1. Completed signed in sheets. Received referrals will be tracked through the LCHS EHR system, Welligent. 2. Quizzes for increase in parenting knowledge. A completed pair of PFS-2 for those completed the full series. 3. Report to the GMU Quarterly Report.	Post class quiz

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

**STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
DIVISION OF CHILD & FAMILY SERVICES
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 Human Services through Grant Number 2601NVFPSS from Promoting Safe and Stable Families program, Title IV-B, Subpart 2 of the Social Security Act. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Division nor the State of Nevada.

Any activities performed under this subaward shall acknowledge the funding was provided through the Division by 2601NVFPSS from Promoting Safe and Stable Families program, Title IV-B, Subpart 2 of the Social Security Act.

Subrecipient agrees to adhere to the following budget:

Applicant Name: County of Lyon

BUDGET NARRATIVE

Total Personnel Costs		including fringe		Total:		\$	75,239
-							
		<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Annual</u>	<u>Amount Requested</u>
Dalia Sannebeck, Senior Case Manager, Position Control Number 60102		\$72,188	43.00%	18.62%	12	100.00%	\$19,221
Family Support Program Case Manager using the Family Check-up model (assessment, goal setting, resource connection, barrier reduction) to provide home visits and case management to at risk families. Also facilitates Parenting Classes.							
		<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Annual</u>	<u>Amount Requested</u>
Gladys Cortez, Senior Case Manager, Position Control Number 60108		\$70,859	49.00%	18.90%	12	100.00%	\$19,955
Family Support Program Case Manager using the Family Check-up model (assessment, goal setting, resource connection, barrier reduction) to provide home visits and case management to at risk families. Also facilitates Parenting Classes.							
		<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Annual</u>	<u>Amount Requested</u>
Alicia Young, Senior Case Manager, Position Control Number 60103		\$68,428	44.00%	18.90%	12	100.00%	\$18,623
Family Support Program Case Manager using the Family Check-up model (assessment, goal setting, resource connection, barrier reduction) to provide home visits and case management to at risk families. Also facilitates Parenting Classes.							
		<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Annual</u>	<u>Amount Requested</u>
Christina Cervi, Senior Case Manager, Position Control Number 60109		\$71,742	43.00%	17.00%	12	100.00%	\$17,440
Family Support Program Case Manager using the Family Check-up model (assessment, goal setting, resource connection, barrier reduction) to provide home visits and case management to at risk families. Also facilitates Parenting Classes.							
Total Fringe Cost		\$23,277	Total Salary Cost:		\$51,963		
Total Budgeted FTE		0.73					
Travel					Total:	\$0	
Operating					Total:	\$0	
Equipment					Total:	\$0	
Contractual					Total:	\$0	
Training					Total:	\$0	
Other					Total:	\$0	
TOTAL DIRECT CHARGES							\$75,239
Indirect Charges					Indirect Rate:	0.00%	\$0
TOTAL BUDGET					Total:	\$75,239	

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
DIVISION OF CHILD & FAMILY SERVICES
NOTICE OF SUBAWARD

Applicant Name: Lyon County Human Services

MATCH BUDGET NARRATIVE

Funding for Match Received From Explain Funding Source:

<u>Total Personnel Costs</u>		including fringe				Total:	\$ 25,080
Jenna Dykes, Children's Services Division Manager, Position Control Number 60000		<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Annual</u>	<u>Amount Requested</u>
		\$85,472	57.00%	18.69%	12	100.00%	\$25,080
		Total Fringe Cost	\$9,106			Total Salary Cost:	\$15,975
		Total Budgeted FTE	0.19				
<u>Travel</u>						Total:	\$0
<u>Operating</u>						Total:	\$0
<u>Equipment</u>						Total:	\$0
<u>Contractual</u>						Total:	\$0
<u>Training</u>						Total:	\$0
<u>Other</u>						Total:	\$0
TOTAL DIRECT CHARGES							\$25,080
TOTAL MATCH BUDGET						Total:	\$25,080

**STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
DIVISION OF CHILD & FAMILY SERVICES
NOTICE OF SUBAWARD**

Applicant Name: County of Lyon

PROPOSED BUDGET SUMMARY

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

FUNDING SOURCES	IVB - 2	CBCAP	DR	Other Funding	Other Funding	Other Funding	Other Funding	Program Income	TOTAL
SECURED		SECURED	SECURED						
ENTER TOTAL REQUEST	\$75,239	\$119,234	\$120,744						\$315,217

EXPENSE CATEGORY

Personnel	\$75,239	\$119,234	\$120,744						\$315,217
Travel	\$0								\$0
Operating	\$0								\$0
Equipment	\$0								\$0
Contractual/Consultant	\$0								\$0
Training	\$0								\$0
Other Expenses	\$0								\$0
Indirect	\$0								\$0

TOTAL EXPENSE	\$75,239	\$119,234	\$120,744	\$0	\$0	\$0	\$0	\$0	\$315,217
----------------------	----------	-----------	-----------	-----	-----	-----	-----	-----	-----------

These boxes should equal 0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
----------------------------	-----	-----	-----	-----	-----	-----	-----	-----	-----

Total Indirect Cost	\$0
---------------------	-----

Total Agency Budget	\$315,217
Percent of Subrecipient Budget	24%

**STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
DIVISION OF CHILD & FAMILY SERVICES
NOTICE OF SUBAWARD**

- Department of 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 program Contract Monitor or Program Manager shall, when federal funding requires a specific match, maintenance of effort (MOE), "in-kind", or earmarking (set-aside) of funds for a specific purpose, have the means necessary to identify that the match, MOE, "in-kind", or earmarking (set-aside) has been accomplished at the end of the grant year. If a specific vendor or subrecipient has been identified in the grant application to achieve part or all of the match, MOE, "in-kind", or earmarking (set-aside), then this shall also be identified in the scope of work as a requirement and a deliverable, including a report of accomplishment at the end of each quarter to document that the match, MOE, "in-kind", or earmarking (set-aside) was achieved. These reports shall be held on file in the program for audit purposes, and shall be furnished as documentation for match, MOE, "in-kind", or earmarking (set-aside) reporting on the Financial Status Report (FSR) 90 days after the end of the grant period.

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 **\$75,239.00**;
- Requests for Reimbursement will be accompanied by supporting documentation, including a line-item description of expenses incurred;
- Indicate what additional supporting documentation is needed in order to request reimbursement; and
- Additional expenditure detail will be provided upon request from the Department.

Additionally, the Subrecipient agrees to provide:

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

The Department agrees:

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

Both parties agree:

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

Financial Reporting Requirements

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

**STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
DIVISION OF CHILD & FAMILY SERVICES
NOTICE OF SUBAWARD
SECTION D**

Agency Ref. #: 93556-26-013
Budget Account: 3146
GL: 8511
Draw #: _____

Request for Reimbursement

Program Name: Promoting Safe and Stable Families program, Title IV-B, Subpart 2 DCFS Grants Management Unit / DCFSGrants@dcfs.nv.gov	Subrecipient's Name: Lyon County Human Services Shayla Holmes /sholmes@lyon-county.org
Address: 4126 Technology Way, 3 rd Floor Carson City, NV 89706-2009	Address: 620 Lake Avenue Silver Springs, NV 89429
Subaward Period: July 1, 2026, through June 30, 2027	Subrecipient's: EIN: <u>88-6000097</u> Vendor #: <u>T40156600A A</u>

FINANCIAL REPORT AND REQUEST FOR REIMBURSEMENT

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

Month(s)

Calendar year

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

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

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

Authorized Signature _____ Title _____ Date _____

FOR Department USE ONLY

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

Reason for contact: _____

Fiscal review/approval date: _____

Scope of Work review/approval date: _____

ASO or Bureau Chief (as required): _____ Date _____

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
DIVISION OF CHILD & FAMILY SERVICES
NOTICE OF SUBAWARD

SECTION E

Audit Information Request

1. Non-Federal entities that **expend** \$1,000,000.00 or more in total federal awards are required to have a single or program-specific audit conducted for that year, in accordance with 2 CFR § 200.501(a).
2. Did your organization expend \$1,000,000 or more in all federal awards during your organization's most recent fiscal year? ☒ YES ☐ NO
3. When does your organization's fiscal year end? June 30
4. What is the official name of your organization? Lyon, County of
5. How often is your organization audited? Annually
6. When was your last audit performed? November 2025
7. What time-period did your last audit cover? July 1, 2024 - June 30, 2025
8. Which accounting firm conducted your last audit? Sciarani & Co

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

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
DIVISION OF CHILD & FAMILY SERVICES
NOTICE OF SUBAWARD

SECTION F

Current or Former State Employee Disclaimer

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

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

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

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

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

Name of Previous Employee	Services Performed for Award	Collecting PERS? (Yes/No)	If Yes, indicate the end date of state service

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 HUMAN SERVICES
DIVISION OF CHILD & FAMILY SERVICES
NOTICE OF SUBAWARD
SECTION G

Business Associate Addendum

BETWEEN

Nevada Department of Human Services

Hereinafter referred to as the "Covered Entity"

and

Lyon County Human Services Agency

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 Human Services (the "HIPAA Regulations") and other applicable laws.

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

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

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

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

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

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

**STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
DIVISION OF CHILD & FAMILY SERVICES
NOTICE OF SUBAWARD**

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

II. OBLIGATIONS OF THE BUSINESS ASSOCIATE.

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

**STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
DIVISION OF CHILD & FAMILY SERVICES
NOTICE OF SUBAWARD**

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

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

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

1. **Permitted Uses and Disclosures:**

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

2. **Prohibited Uses and Disclosures:**

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

IV. **OBLIGATIONS OF COVERED ENTITY**

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

**STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
DIVISION OF CHILD & FAMILY SERVICES
NOTICE OF SUBAWARD**

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

V. **TERM AND TERMINATION**

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

VI. **MISCELLANEOUS**

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

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

**STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
DIVISION OF CHILD & FAMILY SERVICES
NOTICE OF SUBAWARD**

SECTION H

Matching Funds Agreement

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

Program Name	Promoting Safe and Stable Families program – Family Support - Title IV-B, Subpart 2	Subrecipient Name	Lyon County Human Services Agency
Federal Grant Number	2501NVFPSS / 2601NVFPSS	Subaward Number	93556-26-013
Federal Amount	\$75,239.00	Contact Name	Shayla Holmes
Non-Federal (Match) Amount	\$25,080.00	Address	620 Lake Avenue Silver Springs, NV 89429
Total Project Amount	\$100,319.00		
Performance Period	July 1, 2026, through June 30, 2027		

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

FINANCIAL SUMMARY FOR MATCHING FUNDS

Total Project Amount	\$100,319.00
Required Match Percentage	20%
Total Required Match	\$25,080.00

Approved Budget Category		Budgeted Match	
1	Personnel	\$	25,080.00
2	Travel	\$	
3	Operating	\$	
4	Contract/Consultant	\$	
5	Supplies	\$	
6	Training	\$	
7	Other	\$	
8	Indirect Costs	\$	
	Total	\$	25,080.00

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

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: September 17, 2026

Agenda Item Number:

11.f

Subject:

For Possible Action: Accept a grant award from the State of Nevada Department of Health and Human Services, Director's Office, in the amount of \$48,581, for the FY27 Title XX Social Services Block Grant program.

Summary:

This grant funding will supplement existing funding to provide case management services to reduce dependency and promote self-sufficiency for low-income individuals living homeless or at risk of homelessness.

Financial Department Comments:

There is not a match requirement.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Accept a grant award from the State of Nevada Department of Health and Human Services, Director's Office, in the amount of \$48,581, for the FY27 Title XX Social Services Block Grant program.

ATTACHMENTS

- [FY27 Title XX Social Services Block Grant Notice of Subaward](#)



State of Nevada
Department of Human Services
Director's Office
(hereinafter referred to as the Department)

Agency Ref. #: **DO 1780**
Budget Account: 3195
Category: 35
GL: 8511
Job Number: 9366726

NOTICE OF SUBAWARD

Program Name: Grant's Management Unit Nicole Martin / nimartin@dhs.nv.gov	Subrecipient's Name: Lyon County Human Services Shayla Holmes / sholmes@lyon-county.org
Address: 1000 N. Division St. Carson City, NV 89703	Address: 27 S Main Street Yerington, NV 89447
Subaward Period: October 1, 2026 through September 30, 2027	Subrecipient's: EIN: 88-6000097 Vendor #: T40156600A UEI #: UT4JJJ9N6L69

Purpose of Award: Reduce dependency and promote self-sufficiency for low-income individuals living homeless or at risk of homelessness.

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

Approved Budget Categories:		FEDERAL AWARD COMPUTATION:	
1. Personnel	\$48,581.00	Total Obligated by this Action:	\$ 48,581.00
2. Travel	\$0.00	Cumulative Prior Awards this Budget Period:	\$ 0.00
3. Operating	\$0.00	Total Federal Funds Awarded to Date:	\$ 45,581.00
4. Equipment	\$0.00	Match Required ☐ Y ☒ N	
5. Contractual/Consultant	\$0.00	Amount Required this Action:	\$ 0.00
6. Training	\$0.00	Amount Required Prior Awards:	\$ 0.00
7. Other	\$0.00	Total Match Amount Required:	\$ 0.00
TOTAL DIRECT COSTS	\$48,581.00	Research and Development (R&D) ☐ Y ☒ N	
8. Indirect Costs	\$0.00	Federal Budget Period: 10/1/2025 through 9/30/2027	
TOTAL APPROVED BUDGET	\$48,581.00	Federal Project Period: 10/1/2025 through 9/30/2027	
		FOR AGENCY USE, ONLY	

Source of Funds:	% Funds:	CFDA:	FAIN:	Federal Grant #:	Grant Award Date by Federal Agency:
Department of Human Services, Administration for Children and Families, Title XX, Social Services Block Grant	100%	93.667	2601NVSOSR	2601NVSOSR	7/1/2026

Agency Approved Indirect Rate: N/A **Subrecipient Approved Indirect Rate:** 15%, de minimis.

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 DHS 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.
7. Per [NRS 232.359](#), subrecipients are required to add or update their agency profile to the Nevada 2-1-1 system and provide verification of enrollment, as applicable.

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

Name	Signature	Date
Scott Keller, Chairman Lyon County Board of Commissioners		
Danacamille Roscom, MSW, Chief Grants Management Unit		
For Laura Rich, Director Department of Human Services		

**STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
Director's Office
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 Human Services (hereafter referred to as "Department") shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent entity.
2. The Subrecipient shall hold harmless, defend and indemnify the Department from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.
3. The Department or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the Department or Subrecipient from its obligations under this Agreement.
 - The Department may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the Department and Subrecipient.
4. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Work in Section B may only be undertaken with the prior approval of the Department. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, reports, or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Department, become the property of the Department, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.
 - The Department may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Department may declare the Subrecipient ineligible for any further participation in the Department's grant agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Department may withhold funding.

Grant Assurances

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

1. Adopt and maintain a system of internal controls which results in the fiscal integrity and stability of the organization, including the use of Generally Accepted Accounting Principles (GAAP).
2. Compliance with state insurance requirements for general, professional, and automobile liability; workers' compensation and employer's liability; and, if advance funds are required, commercial crime insurance.
3. These grant funds will not be used to supplant existing financial support for current programs.
4. No portion of these grant funds will be subcontracted without prior written approval unless expressly identified in the grant agreement.
5. Compliance with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
6. Compliance with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
7. Compliance with Title 2 of the Code of Federal Regulations (CFR) and any guidance in effect from the Office of Management and Budget (OMB) related (but not limited to) audit requirements for grantees that expend \$1,000,000 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).

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
Director's Office
NOTICE OF SUBAWARD

9. Certification that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211).
10. No funding associated with this grant will be used for lobbying.
11. Disclosure of any existing or potential conflicts of interest relative to the performance of services resulting from this grant award.
12. Provision of a work environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed.
13. An organization receiving grant funds through the Department of 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 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.

**STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
Director's Office
NOTICE OF SUBAWARD**

15. Protections for Whistleblowers

- In accordance with 41 U.S.C. § 4712, subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to federal contract (including the competition for or negotiation of a contract) or grant.
- The list of persons and entities referenced in the paragraph above included the following: A member of Congress or a representative of a committee of Congress, an Inspector General, the Government Accountability Office, a treasury employee responsible for contract or grant oversight or management, an authorized official of the Department of Justice or other law enforcement agency, a court or grand jury, or a management official or other employee of subrecipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address mis-conduct.
- Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

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

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

**STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
Director's Office
NOTICE OF SUBAWARD**

SECTION B

Description of Services, Scope of Work and Deliverables

Scope of Work for: Lyon County Human Services

Goal 1: Reduce dependency and promote self-sufficiency for low-income individuals living homeless or at risk of homelessness						
Objective	Activities	Expected Outcomes	Timeline: Begin-Completion	Target Population	Evaluation Measure (indicator)	Evaluation Tool
1.1 - To connect low-income individuals experiencing or at risk of homelessness with resources and supportive services that promote stability and self-sufficiency.	Provide case management and resource coordination to assist individuals with identifying barriers, accessing benefits, connecting with community resources, and obtaining services that support household stability.	Individuals will receive support and connections to resources that address barriers to self-sufficiency.	10/1/2026-9/30/2027	Adults aged 18-59 living at 200% of poverty or less.	Number of individuals receiving case management and resource coordination services. Percentage of individuals receiving a service response aligned with their identified needs. Annual Report submitted on GMU approved template	Welligent Electronic Health Record system data, including client service records and referral documentation. Completion of annual report submitted on October 31st

Annual Report (aligning with the Federal Fiscal Year) is due to the Director's Office – Grants Management Unit via email (gmu@dhs.nv.gov) and to the current Program Manager by the following deadline:

- October 31st (October 1, 2025 – September 30, 2026)

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

**STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
Director's Office
NOTICE OF SUBAWARD**

SECTION C

Budget and Financial Reporting Requirements

Any activities performed under this subaward shall acknowledge the funding was provided through the Department by Grant Number 2601NVSOSR from Department of Health and Human Services, Administration for Children and Families, Title XX, Social Services Block Grant.

Applicant Name: Lyon County Human Services

Subrecipient agrees to adhere to the following budget:

BUDGET NARRATIVE

<u>Total Personnel Costs</u>		including fringe			\$	
		Total:			48,581	
	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Annual</u>	<u>Amount Requested</u>
Andrea Benally Case Manager Position Control Number 60203	\$66,476	45.00%	13.50%	12	100.00%	\$13,013
Case Manager will work with clients to develop person centered service plans that address increasing self-sufficiency and stabilization through increasing income and reducing costs of living. Case Managers will be responsible for direct services, referrals, referral follow up, and data entry.						
	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Annual</u>	<u>Amount Requested</u>
Michelle Grouse Case Manager Position Control Number 60101	\$66,201	24.00%	13.25%	12	100.00%	\$10,875
Case Manager will work with clients to develop person centered service plans that address increasing self-sufficiency and stabilization through increasing income and reducing costs of living. Case Managers will be responsible for direct services, referrals, referral follow up, and data entry.						
	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Annual</u>	<u>Amount Requested</u>
Emma Osterman Case Manager Position Control Number 60206	\$50,330	78.00%	13.00%	12	100.00%	\$11,646
Case Manager will work with clients to develop person centered service plans that address increasing self-sufficiency and stabilization through increasing income and reducing costs of living. Case Managers will be responsible for direct services, referrals, referral follow up, and data entry.						
	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Annual</u>	<u>Amount Requested</u>
VACANT Case Manager Position Control Number 60202	\$61,573	63.00%	13.00%	12	100.00%	\$13,047
Case Manager will work with clients to develop person centered service plans that address increasing self-sufficiency and stabilization through increasing income and reducing costs of living. Case Managers will be responsible for direct services, referrals, referral follow up, and data entry.						
Total Fringe Cost		\$16,290	Total Salary Cost:		\$32,292	
Total Budgeted FTE		0.53				
Travel				Total:	\$0	
Operating				Total:	\$0	
Equipment				Total:	\$0	
Contractual				Total:	\$0	
Training				Total:	\$0	
Other				Total:	\$0	
TOTAL DIRECT CHARGES						\$48,581
Indirect Charges				Indirect Rate:	0.00%	
Indirect Methodology: Subrecipient is not requesting indirect.						
TOTAL BUDGET				Total:	\$48,581	

**STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
Director's Office
NOTICE OF SUBAWARD**

**Applicant Name: Lyon County Human Services
PROPOSED BUDGET SUMMARY**

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

FUNDING SOURCES	Funding Source	Other Funding	Other Funding	Other Funding	Other Funding	Other Funding	Other Funding	Program Income	TOTAL
SECURED									
ENTER TOTAL REQUEST	\$48,581								\$48,581

EXPENSE CATEGORY

Personnel	\$48,581								\$48,581
Travel	\$0								\$0
Operating	\$0								\$0
Equipment	\$0								\$0
Contractual/Consultant	\$0								\$0
Training	\$0								\$0
Other Expenses	\$0								\$0
Indirect	\$0								\$0

TOTAL EXPENSE	\$48,581	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$48,581
---------------	----------	-----	-----	-----	-----	-----	-----	-----	----------

These boxes should equal 0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
----------------------------	-----	-----	-----	-----	-----	-----	-----	-----	-----

Total Indirect Cost	\$0
---------------------	-----

Total Agency Budget	\$48,581
Percent of Subrecipient Budget	100%

**STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
Director's Office
NOTICE OF SUBAWARD**

Department of 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 \$48,581.00;
- Requests for Reimbursement will be accompanied by supporting documentation, including a line-item description of expenses incurred;
- Additional expenditure detail will be provided upon request from the Department.

Additionally, the Subrecipient agrees to provide:

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

The Department agrees:

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

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

Financial Reporting Requirements

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

**STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
Director's Office
NOTICE OF SUBAWARD**

Agency Ref. #: **DO 1780**
Budget Account: _____
GL: _____
Draw #: _____

**SECTION D
Request for Reimbursement**

<u>Program Name:</u>	<u>Subrecipient Name:</u>
<u>Address:</u>	<u>Address:</u>
<u>Subaward Period:</u>	<u>Subrecipient's:</u> EIN: _____ Vendor #: _____

FINANCIAL REPORT AND REQUEST FOR REIMBURSEMENT

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

Month(s)

Calendar year

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

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

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

Authorized Signature _____	Title _____	Date _____
----------------------------	-------------	------------

FOR Department USE ONLY

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

Reason for contact: _____

Fiscal review/approval date: _____

Scope of Work review/approval date: _____

ASO or Bureau Chief (as required): _____ Date _____

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
Director's Office
NOTICE OF SUBAWARD

SECTION E

Audit Information Request

1. Non-Federal entities that **expend** \$1,000,000.00 or more in total federal awards are required to have a single or program-specific audit conducted for that year, in accordance with 2 CFR § 200.501(a).
2. Did your organization expend \$1,000,000 or more in all federal awards during your organization's most recent fiscal year? ☒ YES ☐ NO
3. When does your organization's fiscal year end? June 30
4. What is the official name of your organization? Lyon, County of
5. How often is your organization audited? Annually
6. When was your last audit performed? November 2025
7. What time-period did your last audit cover? July 1, 2024 - June 30, 2025
8. Which accounting firm conducted your last audit? Sciarani & Co

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

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
Director's Office
NOTICE OF SUBAWARD

SECTION F

Current or Former State Employee Disclaimer

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

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

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

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

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

Name of Previous Employee	Services Performed for Award	Collecting PERS? (Yes/No)	If Yes, indicate the end date of state service

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 HUMAN SERVICES
Director's Office
NOTICE OF SUBAWARD
SECTION G

Business Associate Addendum

BETWEEN

Nevada Department of Human Services

Hereinafter referred to as the "Covered Entity"

and

Lyon County Human Services

Hereinafter referred to as the "Business Associate"

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

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

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

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

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

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

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
Director's Office
NOTICE OF SUBAWARD

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

II. OBLIGATIONS OF THE BUSINESS ASSOCIATE.

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

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
Director's Office
NOTICE OF SUBAWARD

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

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

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

1. **Permitted Uses and Disclosures:**

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

2. **Prohibited Uses and Disclosures:**

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

IV. **OBLIGATIONS OF COVERED ENTITY**

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

STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
Director's Office
NOTICE OF SUBAWARD

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

V. **TERM AND TERMINATION**

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

VI. **MISCELLANEOUS**

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

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

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: September 17, 2026

Agenda Item Number:

11.g

Subject:

For Possible Action: Accept a grant award amendment to the existing multiyear agreement with the Federal Transit Administration through the Nevada Department of Transportation for the Section 5311 program, adding \$180,196 in federal funding and \$123,267 in County matching funds for FY27, for a total project amount of \$303,463, to continue funding Lyon County Human Services transportation services, and authorize the Human Services Director to sign.

Summary:

This amendment adds FY27 funding to the existing multiyear agreement, providing partial funding for Senior Services staff salaries and operating expenses to provide deviated fixed-route transportation services to the Lyon County population. The Senior Services Division provides transportation to and from medical appointments, including dialysis treatment and other critical services.

Financial Department Comments:

The match is currently budgeted in the Senior Services Fund.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Accept a grant award amendment to the existing multiyear agreement with the Federal Transit Administration through the Nevada Department of Transportation for the Section 5311 program, adding \$180,196 in federal funding and \$123,267 in County matching funds for FY27, for a total project amount of \$303,463, to continue funding Lyon County Human Services transportation services, and authorize the Human Services Director to sign.

ATTACHMENTS

- [FFY27 NDOT Operating 5311 Grant Award Agreement](#)

NEVADA DEPARTMENT OF TRANSPORTATION
AGREEMENT SUMMARY SHEETBoard Approval Required?
☐ Yes ☒ No

Agreement No. PR411-25-802 Amendment No. 1 Task Order No. _____ Task Order Amendment No. _____
Start Date: 10/01/2025 End Date: 09/30/2027 Amendment Date: _____ Procured by: Grant
Agreement Type: Grantee Agreement Sub-Type: Program Procurement No.: _____

Advantage Contact: Identify which contact should be entered into Advantage

☐ Contact Person: Jeremy Wiest Phone No.: (775) 888-7163 Email: jwiest@dot.nv.gov
☒ Project Manager: Laurel Brock-Kline Phone No.: (775) 888-7215 Email: lbkline@dot.nv.gov

Purpose of Agreement/Amendment/Task Order and General Project Description/Overview:

Increase funding amount by \$303,463. Allocation of FTA §5311 federal assistance for FFY2026-FFY2027 to Lyon County Human Services (LYON) for rural public transportation for Operating expenses. Breakdown: SFY26: \$227,598, SFY27: \$303,463, SFY28: \$75,866.

County(ies) where work is to be performed: Lyon County

Does the Project include Highway Construction? Yes ☐ No ☒ DBE Goal: Yes ☐ No ☒ Percent: _____
Prevailing Wages Required: Yes ☐ No ☒ Contractor's License: Yes ☐ No ☒

Second Party Information

Contact: Shayla Holmes Email: sholmes@lyon-county.org Phone No.: (775) 577-5009
Agreement Signer: Shayla Holmes Email: sholmes@lyon-county.org Phone No.: (775) 577-5009
Company Name: Lyon County Human Services NV Business License No.: Exempt
Remit To Address 27 S Main Street, Yerington, NV 89447 Business Lic. Exp. Exempt
Vendor/Customer Number: 620 Lake Ave, Silver Springs, NV 89429-9038
(if one has been assigned by SCO) Foreign: ☐ Domestic: ☒

Form 2A Budget Approval must be attached☐ [Business License Search](#)

Total Cost of Agreement: \$ 606,927.00 Org Responsible for Billing: C802 Funding Percentage: _____
Payable Amount: \$ 360,393.00 Fixed Fee %: _____ Payment Code: Payable/Receivable Federal %: 59.38
Receivable Amount: \$ 246,534.00 Overhead %: _____ Payment Cycle: Monthly State %: _____
Amendment Amount: \$ 303,463.00 Retention %: _____ Security Deposit: Yes ☐ No ☐ Local %: 40.62
Fed Participation: Yes ☒ No ☐ In-Kind Services: Yes ☐ No ☒ Deposit Amount: _____
Appr Unit: 466016 Activity: 3503 Object: 8576 Job/Project: _____

Project Identification Number(s): include Project ID, EA, Contract or Other ID for cross reference

PID: _____ EA: _____ Contract: _____ Other: _____

Review Approval:

DocuSigned by:

Asst. Director _____

Dist./Div. Head _____

Legal _____

Proj. Accting. _____

Kevin Veme
B6C0143BCAFD460...

Initial
BWG 08/12/2026

Required docs to start process:
(to be completed by Admin Services)

Summary Sheet (signed by Div. Head): ☒
Completed Form 2A: ☐
Electronic Draft of Agreement: ☒
Agree Services 07/24/26 MB

Scope of Services Includes Elements of:

☐ Environmental _____
☐ IT _____
☐ Right of Way _____

Execution:

(to be completed by Admin Services)

____ MAD
____ PA
____ PRA
____ NMA
____ DO
____ MMR
____ FUNC

Date/Initials _____
Verified _____

Amendment No. 1 to
GRANTEE'S Agreement No. PR411-25-802

This Amendment is made and entered into on _____, between the State of Nevada, acting by and through its Department of Transportation, hereinafter referred to as the "DEPARTMENT", and Lyon County Transit, 27 S Main Street, Yerington, NV 89447, a local public body, hereinafter called "GRANTEE."

WITNESSETH:

WHEREAS, on October 22, 2025, the parties entered into Agreement No. PR411-25-802 to provide 49 U.S.C. § 5311 funding to the GRANTEE, to enhance rural public transportation as outlined in the GRANTEE's application; and

WHEREAS, the amount payable to GRANTEE must be increased by One Hundred Eighty Thousand One Hundred Ninety-Six and No/100 Dollars (\$180,196.00) to accommodate the availability of increased federal funding assistance; and

WHEREAS, the amount receivable from GRANTEE must be increased by One Hundred Twenty-Three Thousand Two Hundred Sixty-Seven and No/100 Dollars (\$123,267.00) to accommodate the match requirement; and

WHEREAS, the total cost of the Agreement must be increased by Three Hundred Three Thousand Four Hundred Sixty-Three and No/100 Dollars (\$303,463.00) to accommodate the increase of federal and local match funding; and

WHEREAS, the parties hereto desire to make certain amendments to Agreement No. PR411-25-802.

NOW, THEREFORE, the parties agree as follows:

1. Article III, Paragraph 2, is amended by deleting it in its entirety and inserting in its place:
"The total PROJECT cost shall not exceed Six Hundred Six Thousand Nine Hundred Twenty-Seven and No/100 Dollars (\$606,927.00) with Three Hundred Sixty Thousand Three Hundred Ninety-Three and No/100 Dollars (\$360,393.00) to be provided by the DEPARTMENT to the GRANTEE as reimbursement through FTA portion of payable funds and Two Hundred Forty-Six Thousand Five Hundred Thirty-Four and No/100 Dollars (\$246,534.00) provided by the GRANTEE through eligible matching funds, receivable funding, and/or eligible match of in-kind contributions."
2. All of the other provisions of Agreement No. PR411-25-802 dated October 22, 2025, shall remain in full force and effect as if fully set forth herein.

IN WITNESS WHEREOF, the above-named parties have hereunto set their hands and executed this Amendment on the date first written above.

GRANTEE
Lyon County Transit

STATE OF NEVADA, acting by and through
its DEPARTMENT OF TRANSPORTATION

Director

Name and Title (Print)

Approved as to Legality and Form:

Signed by:
BRIAN W. GOLDMAN
Deputy Attorney General

In Process

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: September 17, 2026

Agenda Item Number:

11.h

Subject:

For Possible Action: Approve a contract between Lyon County and Healthy Communities Coalition, in an amount not to exceed \$53,560, for services funded through the FY27 Lyon County Resilient Families (LCRF) grant from the Nevada Department of Health and Human Services.

Summary:

The Lyon County Resilient Families (LCRF) Program performs evidence-based assessments to determine need and level of care, provides targeted case management, prevention and early intervention services, evidence-based parent education on substance use, and wraparound linkage to services for youth and families in Lyon County who are affected by Opioid Use Disorder (OUD) or are at risk of OUD. Case management and linkage to care are provided for members of families, as well as treatment connections for individuals age 16 and older, with special consideration given to transitional-aged youth and those involved in, or at risk of becoming involved with, the criminal justice or juvenile justice system. Lyon County Human Services will contract with Healthy Communities Coalition to provide Community Health Workers to assist with completion of service plans, including barrier removal, education and prevention, connection to information and referrals, application assistance, appointment scheduling, follow-up to ensure appointment attendance, coordination of transportation, conducting follow-up calls, tracking outcomes, and reporting changes in client situations.

Financial Department Comments:

This is funded through a State grant.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Approve a contract between Lyon County and Healthy Communities Coalition, in an amount not to exceed \$53,560, for services funded through the FY27 Lyon County Resilient Families (LCRF) grant from the Nevada Department of Health and Human Services.

ATTACHMENTS

- [FY26 Lyon County Resilient Families contract with HCC](#)

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

Healthy Communities Coalition of Lyon and Storey Counties (02-06110655)
209 Dayton Valley Road, Dayton, NV 89403
Phone: (775) 246-7550 • Fax: (775) 246-7553

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, 2026, subject to approval by the Lyon County Board of County Commission and expire on June 30, 2027, unless sooner terminated by either party as specified in paragraph (10).

4. **NOTICE**. Unless otherwise specified, termination shall not be effective until 15 calendar days after a party has served written notice of termination upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the corresponding address specified above.

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

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

6. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph (5) at a cost of \$24/hr, not to exceed \$53,560, which includes a maximum indirect cost amount of \$2,678 and travel expenses in the amount of \$2,600. The County does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a fiscal year appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of Board of County Commission appropriation may require.

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

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

9. INSPECTION & AUDIT.

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

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

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

10. CONTRACT TERMINATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- i. Final acceptance by the County of the completion of this Contract; or
- ii. Such time as the insurance is no longer required by the County under the terms of this Contract.

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

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

- i. Contractor shall provide proof of worker's compensation insurance as required of Nevada Revised Statutes Chapters 616A through 616D inclusive.
- ii. Employer's Liability insurance with a minimum limit of \$500,000 each employee per accident for bodily injury by accident or disease.
- iii. If this contract is for temporary or leased employees, an "Alternate Employer" endorsement must be attached to the Contractor's workers' compensation insurance policy.
- iv. If the Contractor qualifies as a sole proprietor as defined in NRS Chapter 616A.310, and has elected to not purchase industrial insurance for himself/herself, the sole proprietor must submit to the contracting County agency a fully executed "Affidavit of Rejection of Coverage Under NRS 616B.627 and NRS 617.210" form.

c. **Commercial General Liability Insurance**

- i. Minimum Limits required:

<u>\$2,000,000.00</u>	General Aggregate
<u>\$1,000,000.00</u>	Products & Completed Operations Aggregate
<u>\$1,000,000.00</u>	Personal and Advertising Injury
<u>\$1,000,000.00</u>	Each Occurrence

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

d. **Business Automobile Liability Insurance**

- i. Minimum Limit required: **\$1,000,000.00** Each Occurrence for bodily injury and property damage.
- ii. Coverage shall be for "any auto" (including owned, non-owned and hired vehicles).

- iii. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- e. **Professional Liability Insurance**
 - i. Minimum Limit required: \$_____ Each Claim.
 - ii. Retroactive date: Prior to commencement of the performance of the contract.
 - iii. Discovery period: Three (3) years after termination date of contract.
 - iv. A certified copy of this policy may be required.
- f. **Umbrella or Excess Liability Insurance**
 - i. May be used to achieve the above minimum liability limits.
 - ii. Shall be endorsed to state it is "As Broad as Primary Policy"
- g. **Commercial Crime Insurance**
 - i. Minimum Limit required: \$_____ Loss for Employee Dishonesty.
 - ii. This insurance shall be underwritten on a blanket form amending the definition of "employee" to include all employees of the Contractor regardless of position or category.
- h. **Performance Security**
 - i. Amount required: \$_____
 - ii. Security may be in the form of surety bond, Certificate of Deposit or Treasury Note made payable to "Lyon County" only.
 - iii. The security shall be deposited with the contracting State agency no later than ten (10) working days following award of the Contract to Contractor.
 - iv. Upon successful Contract completion, the security and all interest earned, if any, shall be returned to the Contractor.
- i. **General Requirements**
 - i. Amount required: \$_____
 - ii. **Additional Insured:** By endorsement to the general liability insurance policy evidenced by Contractor, Lyon County, its departments and boards, officers, employees and immune contractors as defined in NRS41.0307 shall be named as additional insureds for all liability arising from the Contract.
 - iii. **Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
 - iv. **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be 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 County agency:

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

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

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

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

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

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

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

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

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

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

22. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The County will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333,

provided that Contractor thereby agrees to indemnify and defend the County for honoring such a designation. The failure to so label any document that is released by the County shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

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

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

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

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

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

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

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

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

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

26. WARRANTIES.

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

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

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

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

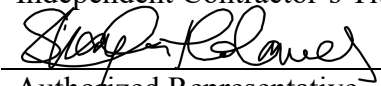
29. ENTIRE CONTRACT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in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

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



Independent Contractor's Signature

August 3, 2026
Date

Executive Director
Independent Contractor's Title


Authorized Representative
Lyon County

8/11/2026
Date

APPROVED BY LYON COUNTY BOARD OF COUNTY COMMISSIONERS

By: Scott Keller, Chairman
Board of County Commissioners
Lyon County

Date

REVIEWED AS TO FORM ONLY

District Attorney

Date

Legal Counsel for Independent Contractor

Date

REVIEWED AS TO INSURANCE REQUIREMENTS

Lyon County Risk Manager

Date

ATTACHMENT A: SCOPE OF WORK

This Scope of Work is an addendum to the existing contract between Lyon County and Healthy Communities Coalition. It is developed to identify the Requirements, Roles and Responsibilities for the Lyon County Resilient Families (LCRF) Program.

The Lyon County Resilient Families (LCRF) Program performs evidence-based assessments to determine need and level of care, targeted case management, prevention and early intervention, evidence-based parent education on substance use, and wraparound services for youth and families in Lyon County who are affected by Opioid Use Disorder (OUD) or at risk of OUD. Case Management and linkage to care is provided for members of families as well as treatment connection for individuals age 16 and over, with special consideration for transitional aged youth, and those involved or at risk for being involved with the criminal justice or juvenile justice system.

Healthy Communities Coalition will provide Lyon County LCRF services up to 40 hours per week conducting activities as follows:

- Provide barrier removal, field-based services, outreach, education, and prevention activities to identified target populations with opioid use disorder (OUD) or those at risk of OUD.
- Implement LCRF operational policies, procedures, and workflows.
- Provide services for assigned LCRF clients in accordance with individualized Service Plans.
- Utilize a person-centered, strengths-based, and trauma-informed approach in all client interactions.
- Build trusting relationships with clients and families to promote engagement in services.
- Assist the Lyon County Human Services (LCHS) LCRF Case Manager in implementing client Service Plans and coordinating resource connections for assigned clients.
- Provide non-clinical support that promotes resilience, healthy coping, self-confidence, self-advocacy, and engagement in community resources.
- Provide peer support and encouragement to reduce social isolation, promote healthy relationships, and reinforce positive behavioral, recovery, and wellness goals.
- Support the development of problem-solving, communication, self-advocacy, life skills, and healthy decision-making through education, coaching, and community-based support.
- Encourage participation in educational, family, employment, recreational, and community activities that support overall health, wellness, and long-term stability.
- Assist clients with accessing behavioral health, medical, substance use treatment, educational, employment, housing, transportation, financial, and other community resources through appointment coordination, transportation planning, reminders, and follow-up.
- Coordinate referrals to behavioral health, medical, substance use treatment, educational, and other community-based services in accordance with program policies and procedures.
- Conduct field-based services, including home visits, school visits, appointments, community meetings, and other approved community locations, as appropriate.
- Assist clients with completing applications, forms, and other documentation necessary to access services, benefits, and community resources.

- Follow up with clients regarding referrals and resource connections to identify barriers, encourage engagement, and support successful linkage to services.
- Provide health education, prevention education, wellness education, and resource information to clients and families.
- Maintain regular communication with the LCRF Case Manager regarding client progress, barriers to service engagement, and completion of assigned activities.
- Communicate significant changes in client circumstances, barriers, safety concerns, or other concerns affecting client engagement or service delivery to the LCRF Case Manager or LCRF Coordinator.
- Document all client contacts, services provided, referrals, and outcomes within seventy-two (72) hours of service delivery and maintain all client records in accordance with Lyon County Human Services and HCC confidentiality, record retention, and security requirements, either electronically or in a secure designated location specified by the LCRF Coordinator or HCC Director.
- Participate in client case reviews, multidisciplinary staffing meetings, program meetings, and other meetings as requested.
- Participate in required trainings and professional development opportunities that are covered by grant.
- Maintain a flexible work schedule to meet client and program needs, including routine availability until at least 5:00 p.m. on designated weekdays to accommodate youth and families who are only available after school hours.
- Maintain confidentiality and comply with all applicable federal, state, county, and agency confidentiality requirements, including signing the LCHS Confidentiality Statement.
- Report any conflicts of interest or other concerns to the HCC Director and the LCRF Coordinator.
- Healthy Communities Coalition will provide an invoice detailing charges to Lyon County Human Services by the 10th day of each month for services provided during the preceding month.

Lyon County Human Services (LCHS):

- Provide LCRF Coordinator
- Provide LCRF Case Manager
- Manage all data collection and reporting requirements for LCHS.
- Behavioral health and substance use disorder assessments will determine the appropriate level of care needed and develop recommendations for treatment plans.
- Facilitate and schedule meetings and training opportunities.
- Provide technical assistance for documentation and data collection.

Considerations:

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

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: September 17, 2026

Agenda Item Number:

11.i

Subject:

For Possible Action: To approve the Federal Aviation Administration Grant Agreement in the amount of \$387,448, with a County match of \$20,392, for the FY 27 Automated Weather Observing System (AWOS) Upgrade Project at Silver Springs Airport and authorize the County Manager to sign.

Summary:

On May 7, 2026, the Board of County Commissioners (BOCC) approved the FAA Grant Application for the AWOS System Upgrade, with an associated County match of \$20,392. The Federal Aviation Administration has since issued the Grant Agreement confirming the award of funding and is requesting the County to sign. For reference, the original Grant Application and Award Letter were previously included as supporting documentation at the time of the Board's approval. These materials are provided again as backup, to ensure the Board has ready access to the previously approved application and award recommendation letter in connection with this item.

Financial Department Comments:

The match of \$20,392 has been budgeted in the Capital Improvements Fund.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- [SPZ-WPG-3-32-0023-029-2026-Grant Agreement - AWOS Upgrade](#)
- [SPZ AWOS Upgrade - Final Grant Application](#)
- [SPZ AWOS Upgrade - Award Recommendation](#)



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Western-Pacific
Region
Nevada

Phoenix Airports
District Office:
3800 N Central Ave,
Ste 1025
Phoenix, AZ 85012-
2136

August 31, 2026

Andrew Haskin
County Manager
27 South Main St.
Yerington, AZ 89447

Dear Mr. Haskin:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Project No. 3-32-0023-029-2026 at Silver Springs Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

You may not make any modification to the text, terms or conditions of the Grant Offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 16, 2026**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (federal payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this system.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date four (4) years from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future Grant Offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each federal fiscal quarter.

Audit Requirements. As a condition of receiving federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-federal entities that expend \$1,000,000 or more in federal awards to conduct a single or program specific audit for that year. Note that this includes federal expenditures made under other federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. messar mustafa, (480) 526-6024, Messar.A.Mustafa@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,


[Kyler Erhard \(08/31/2026 10:46:13 PDT\)](#)

Kyler Erhard
 Manager



**U.S. Department
of Transportation
Federal Aviation
Administration**

FEDERAL AVIATION ADMINISTRATION

FY 2026

AIRPORT INFRASTRUCTURE GRANT (AIG) GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date August 31, 2026

Airport/Planning Area Silver Springs Airport

Airport Grant Number 3-32-0023-029-2026

Unique Entity Identifier UT4JJ9N6L69

TO: County of Lyon
 (herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the sponsor has submitted to the FAA a Project Application dated May 28, 2026, for a grant of federal funds for a project at or associated with the Silver Springs Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Silver Springs Airport (herein called the "Project") consisting of the following:

This project acquires and installs a new automated weather observing system (AWOS-III P/T) which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024 (Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure

Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58) (as applicable); and the representations contained in the Project Application; and in consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (b) the sponsor's acceptance of this offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the project, and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States' share of the Project.

Assistance Listings Number(s): 20.117.

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$387,448.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 USC § 47108(b):

\$0 for planning

\$387,448 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This agreement is subject to the following federal award requirements:

a. **Period of Performance:**

- i. **Start Date:** The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.
- ii. **End Date:** Four (4) years to the calendar day from the date of acceptance.
- iii. **Extension of the Period of Performance (PoP):** The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this agreement.

b. **Budget Period:**

- i. For a single year grant offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.
- ii. For a multi-year grant offer, per the authority provided in 49 USC § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year grant offer (See Multi-Year Grant Special Condition, if applicable).

c. **Appropriation Period of Availability and Expenditure:**

- i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.
- ii. In accordance with 31 USC § 1552, by September 30th of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.
- iii. IIJA and Supplemental AIP funding are subject to this condition.

d. Close Out:

Recipients shall begin the closeout process upon physical completion of the project(s) identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

e. Termination:

The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occur:

- i. The recipient fails to comply with the terms and conditions of this agreement;
- ii. The recipient fails to obtain or provide any recipient grant contribution as required by the agreement;
- iii. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;
- iv. Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant;
- v. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;
- vi. The recipient requests that the FAA terminate the agreement under this section; or
- vii. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

3. Ineligible or Unallowable Costs. In accordance with 49 USC § 47110, the sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. Indirect Costs - Sponsor. The sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for sponsor direct salaries and wages.

- 5. Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 USC § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.
- 6. Completing the Project Without Delay and in Conformance with Requirements.** The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 USC Chapters 471 and 475, IIJA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months, or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The sponsor also agrees to comply with the grant assurances, which are part of this agreement.
- 7. Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
- 8. Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project(s) unless this offer has been accepted by the sponsor on or before September 16, 2026, or such subsequent date as may be prescribed in writing by the FAA.
- 9. Improper Use of Federal Funds and Mandatory Disclosure.**
- a. The sponsor must take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, or in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purposes of this grant agreement, the term "federal funds" means funds however used or dispersed by the sponsor, that were originally paid pursuant to this or any other federal grant agreement. The sponsor must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The sponsor must return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the sponsor must furnish to the Secretary all documents and records pertaining to the determination of the amount of the federal share, or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such federal share require advance approval by the Secretary.
 - b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.
- 10. United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this agreement.
- 11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
- a. Requirement for System for Award Management (SAM): Unless the sponsor is exempted from this requirement under 2 CFR § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this

grant, or receives the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Informal Letter Amendment of Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the sponsor by \$25,000 or five percent, whichever is greater, the FAA can issue a letter amendment to the sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun, provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous, and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. Environmental Standards. The sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. Financial Reporting and Payment Requirements. The sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 USC § 50101, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this grant.

17. Build America, Buy America. The sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. Maximum Obligation Increase. In accordance with 49 USC § 47108(b)(2), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this grant:

- a. May not be increased for a planning project;
- b. May be increased by not more than 15 percent for development projects, if funds are available;

- c. May be increased by not more than the greater of the following for a land project, if funds are available:
 - i. 15 percent; or
 - ii. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 USC § 47109, or IJA (P.L. 17-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 in federal awards and are exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, state, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the sponsor must:

- a. Verify the non-federal entity is eligible to participate in this federal program by:
 - i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or
 - ii. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the public sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the sponsor is encouraged to:
 - i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work

for, or on behalf of, the Federal Government, including work relating to a grant or subgrant.

- ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- f. The sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 - i. The sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a sponsor that is a private entity.*
 - i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:
 - a) Severe forms of trafficking in persons;
 - b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
 - c) The use of forced labor in the performance of this grant; or any subaward; or
 - d) Acts that directly support or advance trafficking in persons, including the following acts:
 - 1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - 2. Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
 - b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
 - 3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - 4. Charging recruited employees a placement or recruitment fee; or

5. Providing or arranging housing that fails to meet the host country's housing and safety standards.
- ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if any private entity under this grant:
 - a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant; or
 - b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:
 1. Associated with the performance under this grant; or
 2. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. *Provisions applicable to a sponsor other than a private entity.*
 - i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if subrecipient is a private entity under this grant:
 - a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant or
 - b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:
 1. Associated with the performance under this grant; or
 2. Imputed to the sponsor or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- d. *Provisions applicable to any sponsor or subrecipient.*
 - i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 2.a. (PoP) of this grant.
 - ii. The FAA's right to unilaterally terminate this grant as described in paragraphs 2.b. (Budget Period) or 3.a. (Close Out and Termination) of this grant, implements the requirements of 22 USC Chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this grant.
 - iii. The sponsor must include the requirements of paragraph 2.a. (PoP) of this grant award term in any subaward it makes to a private entity.
 - iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).
- e. *Definitions. For purposes of this grant award, term:*
 - i. "Employee" means either:
 - a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or

- b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.
- ii. "Private Entity" means:
 - a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR § 200.1.
 - b) The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 USC § 7102).

23. Grant Funded Work Included in a PFC Application. Within 120 days of acceptance of this Grant Agreement, the sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. Exhibit "A" Property Map. The Exhibit "A" Property Map dated August 14, 2015, is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement.

25. Employee Protection from Reprisal. In accordance with 2 CFR § 200.217 and 41 USC § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 USC § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 USC § 4712. See statutory requirements for whistleblower protections at 10 USC § 4701, 41 USC § 4712, 41 USC § 4304, and 10 USC § 4310.

26. Prohibited Telecommunications and Video Surveillance Services and Equipment. The sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.

27. Critical Infrastructure Security and Resilience. The sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

28. Title VI of the Civil Rights Act. As a condition of a grant award, the sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and

implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 USC § 47123), the Age Discrimination Act of 1975 (42 USC § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. Applicable Federal Anti-Discrimination Laws. The sponsor agrees:

- a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 USC § 3729(b)(4) and
- b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws.

30. National Airspace System Requirements.

- a. The sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
- b. If FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:
 - i. Additional conditions on the award;
 - ii. Consistent with 49 USC Chapter 471, any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
 - iii. Any other remedy legally available.
- c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
- d. The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).

- 31. Signage Costs for Construction Projects.** The sponsor agrees that it will require the prime contractor of a federally-assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

SPECIAL CONDITIONS

32. Automated Weather Observing Systems (AWOS).

The sponsor understands that the FAA Air Traffic Organization (ATO), pursuant to 49 USC § 44502(e), will not take over the ownership, operation, or maintenance of any sponsor-acquired AWOS equipment unless:

- a. It was purchased between October 5, 2018, and December 31, 2021, or after January 1, 2022, by a sponsor located in a non contiguous state;
- b. The FAA determines the equipment meets FAA's performance specifications and acceptance criteria; and
- c. The FAA agrees to take over the equipment under a transfer plan.

Furthermore, if the sponsor meets the above criteria, then the sponsor shall:

- d. Within 60 calendar days of grant acceptance, enter into a Memorandum of Agreement (MOA) with the FAA to establish a transfer plan;
- e. Develop an Operations Maintenance Manual to more specifically describe the operational, maintenance, and documentation requirements for the AWOS if the sponsor does not have an agreement with the FAA to take over the system within 30 days of commissioning in accordance with 49 USC § 44502(e);
- f. Within 60 calendar days of installation, take the necessary actions to initiate the AWOS commissioning by the FAA; and
- g. Provide for the continuous operation, and maintenance of any non-federal AWOS funded under this grant for the useful life of the equipment unless the equipment is transferred to the ATO under 49 USC § 44502(e). The sponsor shall notify the Airports District Office or Regional Office once the transfer has been completed.

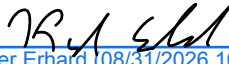
If the ATO does not agree to take over the equipment in the transfer plan within 60 days after the sponsor accepted the Grant Offer, the sponsor will have a 30-day option to either terminate the Grant Agreement or the sponsor will be required to operate and maintain the equipment in accordance with paragraphs (b, and e-g) above.

The sponsor's acceptance of this offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the sponsor, as hereinafter provided, and this offer and acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the sponsor with respect to the accomplishment of the project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the sponsor's acceptance of this offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**


Kyler Erhard (08/31/2026 10:46:13 PDT)

(Signature)

Kyler Erhard

(Typed Name)

Manager

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing offer, and does hereby accept this offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated _____

County of Lyon

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Nevada. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES
AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, USC, subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this Grant Offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a Grant Offer of federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of federal funds for this grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

- a. 49 USC subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 USC §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 USC § 201, et seq.
- d. Hatch Act — 5 USC § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 USC § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 USC § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 USC § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 USC § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 USC § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 USC § 4012a.¹
- l. 49 USC § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 USC § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 USC § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 USC § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 USC § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 USC § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 USC § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 USC § 874.¹

- v. National Environmental Policy Act of 1969 – 42 USC § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 USC § 1271, et seq.
- x. Single Audit Act of 1984 – 31 USC § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 USC §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 USC 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 USC 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 USC 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 USC § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for state and local governments receiving federal assistance. Any requirement levied upon state and local governments by this regulation shall apply where applicable to private sponsors receiving federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.
a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal Government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to 49 USC § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the state in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 USC § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 USC §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 USC § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to ensure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the federal share of an airport development, airport planning or noise compatibility project for

which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 USC § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 USC § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 USC § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 2. complies with the portions of the plan approved by the Secretary.
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4); creed and sex per 49 USC § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

- b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**County of Lyon**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

- e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received federal funds under Chapter 471 subchapter 1 of Title 49 USC, it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/aip_pfc_checklist) for AIP projects as of May 28, 2026.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under state law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 USC § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 - 1. Describes the requests;

2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 USC § 46301(a)(8).

Application for Federal Assistance SF-424

*1. Type of Submission:

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*2. Type of Application

- ☐ New
☐ Continuation
☒ Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

*3. Date Received:

4. Applicant Identifier:

SPZ

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: Lyon County

*b. Employer/Taxpayer Identification Number (EIN/TIN):
88-6000097

*c. UEI:
UT4JJJ9N6L69

d. Address:

*Street 1: 27 South Main Street

Street 2:

*City: Yerington

County/Parish: Lyon

*State: Province: NV

*Country: USA: United States

*Zip / Postal Code 89447-0000

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: Andrew

Middle Name:

*Last Name: Haskin

Suffix:

Title: County Manager

Organizational Affiliation:
Lyon County

*Telephone Number: 775-463-6531

Fax Number:

*Email: ahaskin@lyon-county.org

Application for Federal Assistance SF-424***9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

10. Name of Federal Agency:*11. Catalog of Federal Domestic Assistance Number:**

20.106

CFDA Title:

IIJA

***12. Funding Opportunity Number:**

*Title:

N/A

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):***15. Descriptive Title of Applicant's Project:**

Upgrade AWOS to AWOS III P/T [Design & Const]

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

*a. Applicant: II

*b. Program/Project: II

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 01/01/2026

*b. End Date: 12/31/2026

18. Estimated Funding (\$):

*a. Federal	\$ 387,448
*b. Applicant	\$ 20,392
*c. State	\$ 0
*d. Local	
*e. Other	\$ 0
*f. Program Income	
*g. TOTAL	\$ 407,840

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____.
- ☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**☐ Yes ☒ No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: Andrew

Middle Name: _____

*Last Name: Haskin

Suffix: _____

*Title: County Manager

*Telephone Number: 775-463-6531

Fax Number:

* Email: ahaskin@lyon-county.org

*Signature of Authorized Representative:

*Date Signed:

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	☒ Yes ☐ No
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	☒ Yes ☐ No ☐ N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	☒ Yes ☐ No ☐ N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	☐ Yes ☒ No ☐ N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.	
☐ The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? ☐ Yes ☐ No	
☐ The project is included in another Federal Assistance program. Its CFDA number is below.	
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	
☒ Yes ☐ No ☐ N/A	
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:	
☒ De Minimis rate of 10% as permitted by 2 CFR § 200.414.	
☐ Negotiated Rate equal to _____ % as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).	
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Lyon County has a compatible land use plan in place.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

The Sponsor is not in default.

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

There are no facts or circumstances which could impact the completion of the project.

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

It's consistent with local plans.

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

No public hearings are necessary as this project is not a new airport, runway, or major runway extension.

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

No certification necessary as this project is not a new airport, runway, or major runway extension.

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

There are no exclusive rights.

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

Yes, please see Exhibit "A" dated April 2017 has been submitted to the FAA.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

The sponsor owns the property, see Exhibit "A".

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

The sponsor owns the property, see Exhibit "A".

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Assistance Listing Number:	20.106
2. Functional or Other Breakout:	

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 6,000
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			64,980
5. Other Architectural engineering fees			
6. Project inspection fees			75,060
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			261,800
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 407,840
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			407,840
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 407,840
19. Federal Share requested of Line 18			387,448
20. Grantee share			20,392
21. Other shares			0
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 407,840

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	20,392
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 20,392
25. Other Shares	Amount
a. State	
b. Other	
c. TOTAL - Other Shares	
26. TOTAL NON-FEDERAL FINANCING	\$ 20,392

SECTION E – REMARKS (Attach sheets if additional space is required)
Exhibit A dated April 2017 incorporated by reference. Plans and Specifications dated March 2026 incorporated by reference.

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Upgrade AWOS to AWOS III P/T [Design & Const]
AIRPORT: Silver Springs Airport
1. Objective: Upgrade the AWOS system to III P/T level
2. Benefits Anticipated: More comprehensive and accurate weather reporting.
3. Approach: (See approved Scope of Work in Final Application) Refer to Scope of Work
4. Geographic Location: 2 miles west of Silver Springs, Lyon County, Nevada.
5. If Applicable, Provide Additional Information:
6. Sponsor's Representative: (include address & telephone number) Mr. Andrew Haskin (775) 463-6531 27 South Main Street Yerington, NV 89447

April 10, 2026

Mr. Gavin Henderson
Lyon County
27 South Main Street
Yerington, NV 89447

RE: Award Recommendation Letter

Schedule I – Upgrade AWOS

Silver Springs Airport – Silver Springs, Nevada

AIG No. 3-32-0023-0XX-2026 | PWP No. LY-2026-210 | Lochner No. 24488-01

Mr. Henderson,

Bids were received for the above noted project on April 6, 2026. Three (3) bids were received and are shown in the attached bid tabulation and following bid summary table.

CONTRACTOR	SCHEDULE I	TOTAL
R. Schneider Construction LLC	\$177,326.14	\$177,326.14
Titan Electrical Contracting, Inc.	\$261,800.00	\$261,800.00
Mesquite Electric LLC	\$285,000.00	\$285,000.00

A great deal of effort was put forth to attract bidders to this project. A total of five (5) potential bidders were sent the Invitation for Bids. A total of eight (8) sets of the project manuals were purchased by potential bidders, plan rooms, and suppliers. The advertisement for bids for the project was published for three (3) consecutive weeks prior to the bid opening. An online pre-bid conference was held to answer questions to potential bidders.

The bids were reviewed for math errors, bid bonds, addenda acknowledgement and verification of federal disbarment. A general review of each bid is summarized below:

CONTRACTOR	5% Bid Bond Included	Required Proposal Sheets Included	Addenda Acknowledged	Listed on Federal Disbarred Contractors List ¹	Proper Contractor Licensing ²	Listed on State of Nevada Disqualified Contractors List ³
R. Schneider Construction LLC	Yes	Yes	Yes	No*	Yes	No
Titan Electrical Contracting, Inc.	Yes	Yes	Yes	No	Yes	No
Mesquite Electric LLC	Yes	Yes	Yes	No	Yes	No

¹ Based on information from the Federal System for Award Management website, accessed on April 6, 2026

² Based on information from the Nevada State Contractors Board website, accessed on April 6, 2026

³ Based on information from the Nevada Office of Labor Commissioner website, accessed on April 6, 2026

*The bid proposal page P-8 received by R. Schneider included a Sam.gov Unique Entity ID (UEI) that did not match the name of the company. In verifying the UEI for R. Schneider, it was not clear as to why the name did not match the identifier, and there were no other references to company name or ownership within the bid proposal that would explain this discrepancy. As such, it is our recommendation to reject the bid received by R. Schneider.

Based on conversations with FAA ADO staff, it is believed that sufficient funds are available for the budget listed below. A revised grant application, only including pertinent sheets that include budgetary figures, is enclosed with this letter and should be signed and forwarded to the FAA as soon as possible.

Our recommendation is to award Schedule I to Titan Electrical Contracting for a total contract amount of \$261,800.00 upon receiving concurrence from the FAA Program Manager.

The following budget needs to be developed for AIG No. 3-32-0023-0XX-2026 consisting of:

COST SUMMARY	
Engineering and Testing Services	\$64,980.00
Construction Inspection and Administration	\$75,060.00
Sponsor Administration	\$6,000.00
Construction Cost	\$261,800.00
TOTAL PROJECT COST	\$407,840.00
FAA Share (95%)	\$387,448.00
Local Share (5%)	\$20,392.00

We will send the Notice of Award for signature once approval is received from the FAA Program Manager and an FAA Grant Agreement is executed.

If you have any questions regarding this matter, please contact our office. We look forward to getting this project completed.

Sincerely,
LOCHNER

Nadine CB

Nadine C. Burgard, P.E.
Nevada Market Lead

Attachments: Bid Tabulation
Revised Grant Application Sheets

CC: Ms. Messar Mustafa, FAA – Phoenix ADO

Silver Springs Airport - AWOS (SPZ) | 24488-01 (#10085918)

Owner: Lyon County

Solicitor: Lochner

04/06/2026 09:00 AM PDT

					Engineer Estimate		R. Schneider Construction		Titan Electrical Contracting, Inc.		Mesquite Electric LLC	
Line Item	Item Code	Item Description	UofM	QTY	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Schedule I - Upgrade AWOS						\$165,000.00		\$177,326.14		\$261,800.00		\$285,000.00
1	C-105	Mobilization (10% Max.)	LS	1	\$15,000.00	\$15,000.00	\$17,733.00	\$17,733.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
2	P-610	Miscellaneous Concrete	Incidental	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3	L-126	AWOS System, Level III/PT Upgrade	LS	1	\$150,000.00	\$150,000.00	\$159,593.14	\$159,593.14	\$241,800.00	\$241,800.00	\$265,000.00	\$265,000.00
Base Bid Total:						\$165,000.00		\$177,326.14		\$261,800.00		\$285,000.00

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: September 17, 2026

Agenda Item Number:

11.j

Subject:

For Possible Action: To approve the Federal Aviation Administration Grant Agreement in the amount of \$676,291, with a County match of \$35,594.73, for the FY 27 Lighting System Upgrade Project at Silver Springs Airport and authorize the County Manager to sign.

Summary:

On May 7, 2026, the Board of County Commissioners (BOCC) approved the FAA Grant Application for the Lighting System Upgrade, with an associated County match of \$35,594.73. The Federal Aviation Administration has since issued the Grant Agreement confirming the award of funding and is requesting the County to sign. For reference, the original Grant Application and Award Letter were previously included as supporting documentation at the time of the Board's approval. These materials are provided again as backup, to ensure the Board has ready access to the previously approved application and award recommendation letter in connection with this item.

Financial Department Comments:

The match of \$35,594.73 has been budgeted in the Capital Improvements Fund.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- [SPZ-WPG-3-32-0023-030-2026 - Grant Agreement - SPZ Lighting Project](#)
- [SPZ Lighting System Upgrades Final Grant Application](#)
- [SPZ Lighting System Upgrades - Award Recommendation](#)



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Western-Pacific
Region
Nevada

Phoenix Airports
District Office:
3800 N Central Ave,
Ste 1025
Phoenix, AZ 85012-
2136

August 31, 2026

Andrew Haskin
County Manager
27 South Main St.
Yerington, AZ 89447

Dear Mr. Haskin:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-32-0023-030-2026 at Silver Springs Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

You may not make any modification to the text, terms or conditions of the Grant Offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 16, 2026**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (federal payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this system.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date four (4) years from the grant

execution date). We will be monitoring your progress to ensure proper stewardship of these federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future Grant Offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each federal fiscal quarter.

Audit Requirements. As a condition of receiving federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-federal entities that expend \$1,000,000 or more in federal awards to conduct a single or program specific audit for that year. Note that this includes federal expenditures made under other federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. messar mustafa, (480) 526-6024, Messar.A.Mustafa@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,


[Kyler Erhard \(08/31/2026 10:45:36 PDT\)](#)

Kyler Erhard
 Manager



**U.S. Department
of Transportation
Federal Aviation
Administration**

FEDERAL AVIATION ADMINISTRATION

FY 2026

AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date August 31, 2026

Airport/Planning Area Silver Springs Airport

Airport Grant Number 3-32-0023-030-2026

Unique Entity Identifier UT4JJ9N6L69

TO: County of Lyon
 **(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word
 "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)**

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein
 called the "FAA")

WHEREAS, the sponsor has submitted to the FAA a Project Application dated May 07, 2026, for a grant of federal funds for a project at or associated with the Silver Springs Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Silver Springs Airport (herein called the "Project") consisting of the following:

This project installs new lighting on Runway 06/24 and Taxiway A. This project installs the runway end identifier lights system and precision approach path indicator system for Runway 06/24.

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024 (Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated

Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58) (as applicable); and the representations contained in the Project Application; and in consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (b) the sponsor's acceptance of this offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the project, and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States' share of the Project.

Assistance Listings Number(s): 20.116.

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$676,291.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 USC § 47108(b):

\$0 for planning

\$676,291 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This agreement is subject to the following federal award requirements:

- a. **Period of Performance:**

- i. **Start Date:** The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.
- ii. **End Date:** Four (4) years to the calendar day from the date of acceptance.
- iii. **Extension of the Period of Performance (PoP):** The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this agreement.

- b. **Budget Period:**

- i. For a single year grant offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.
- ii. For a multi-year grant offer, per the authority provided in 49 USC § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year grant offer (See Multi-Year Grant Special Condition, if applicable).

- c. **Appropriation Period of Availability and Expenditure:**

- i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.
- ii. In accordance with 31 USC § 1552, by September 30th of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.
- iii. IIJA and Supplemental AIP funding are subject to this condition.

d. Close Out:

Recipients shall begin the closeout process upon physical completion of the project(s) identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

e. Termination:

The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occur:

- i. The recipient fails to comply with the terms and conditions of this agreement;
- ii. The recipient fails to obtain or provide any recipient grant contribution as required by the agreement;
- iii. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;
- iv. Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant;
- v. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;
- vi. The recipient requests that the FAA terminate the agreement under this section; or
- vii. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

3. Ineligible or Unallowable Costs. In accordance with 49 USC § 47110, the sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. Indirect Costs - Sponsor. The sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for sponsor direct salaries and wages.

- 5. Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 USC § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.
- 6. Completing the Project Without Delay and in Conformance with Requirements.** The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 USC Chapters 471 and 475, IIJA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months, or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The sponsor also agrees to comply with the grant assurances, which are part of this agreement.
- 7. Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
- 8. Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project(s) unless this offer has been accepted by the sponsor on or before September 16, 2026, or such subsequent date as may be prescribed in writing by the FAA.
- 9. Improper Use of Federal Funds and Mandatory Disclosure.**
- a. The sponsor must take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, or in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purposes of this grant agreement, the term "federal funds" means funds however used or dispersed by the sponsor, that were originally paid pursuant to this or any other federal grant agreement. The sponsor must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The sponsor must return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the sponsor must furnish to the Secretary all documents and records pertaining to the determination of the amount of the federal share, or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such federal share require advance approval by the Secretary.
 - b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.
- 10. United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this agreement.
- 11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
- a. Requirement for System for Award Management (SAM): Unless the sponsor is exempted from this requirement under 2 CFR § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this

grant, or receives the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Informal Letter Amendment of Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the sponsor by \$25,000 or five percent, whichever is greater, the FAA can issue a letter amendment to the sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun, provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous, and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. Environmental Standards. The sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. Financial Reporting and Payment Requirements. The sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 USC § 50101, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this grant.

17. Build America, Buy America. The sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. Maximum Obligation Increase. In accordance with 49 USC § 47108(b)(2), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this grant:

- a. May not be increased for a planning project;
- b. May be increased by not more than 15 percent for development projects, if funds are available;

- c. May be increased by not more than the greater of the following for a land project, if funds are available:
 - i. 15 percent; or
 - ii. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 USC § 47109, or IJA (P.L. 17-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 in federal awards and are exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, state, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the sponsor must:

- a. Verify the non-federal entity is eligible to participate in this federal program by:
 - i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or
 - ii. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the public sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the sponsor is encouraged to:
 - i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work

for, or on behalf of, the Federal Government, including work relating to a grant or subgrant.

- ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- f. The sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 - i. The sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a sponsor that is a private entity.*
 - i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:
 - a) Severe forms of trafficking in persons;
 - b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
 - c) The use of forced labor in the performance of this grant; or any subaward; or
 - d) Acts that directly support or advance trafficking in persons, including the following acts:
 - 1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - 2. Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
 - b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
 - 3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - 4. Charging recruited employees a placement or recruitment fee; or

5. Providing or arranging housing that fails to meet the host country's housing and safety standards.
- ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if any private entity under this grant:
 - a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant; or
 - b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:
 1. Associated with the performance under this grant; or
 2. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. *Provisions applicable to a sponsor other than a private entity.*
 - i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if subrecipient is a private entity under this grant:
 - a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant or
 - b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:
 1. Associated with the performance under this grant; or
 2. Imputed to the sponsor or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- d. *Provisions applicable to any sponsor or subrecipient.*
 - i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 2.a. (PoP) of this grant.
 - ii. The FAA's right to unilaterally terminate this grant as described in paragraphs 2.b. (Budget Period) or 3.a. (Close Out and Termination) of this grant, implements the requirements of 22 USC Chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this grant.
 - iii. The sponsor must include the requirements of paragraph 2.a. (PoP) of this grant award term in any subaward it makes to a private entity.
 - iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).
- e. *Definitions. For purposes of this grant award, term:*
 - i. "Employee" means either:
 - a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or

- b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.
- ii. "Private Entity" means:
 - a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR § 200.1.
 - b) The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 USC § 7102).

23. Grant Funded Work Included in a PFC Application. Within 120 days of acceptance of this Grant Agreement, the sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. Exhibit "A" Property Map. The Exhibit "A" Property Map dated August 14, 2015, is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement.

25. Employee Protection from Reprisal. In accordance with 2 CFR § 200.217 and 41 USC § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 USC § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 USC § 4712. See statutory requirements for whistleblower protections at 10 USC § 4701, 41 USC § 4712, 41 USC § 4304, and 10 USC § 4310.

26. Prohibited Telecommunications and Video Surveillance Services and Equipment. The sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.

27. Critical Infrastructure Security and Resilience. The sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

28. Title VI of the Civil Rights Act. As a condition of a grant award, the sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and

implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 USC § 47123), the Age Discrimination Act of 1975 (42 USC § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. Applicable Federal Anti-Discrimination Laws. The sponsor agrees:

- a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 USC § 3729(b)(4) and
- b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws.

30. National Airspace System Requirements.

- a. The sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
- b. If FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:
 - i. Additional conditions on the award;
 - ii. Consistent with 49 USC Chapter 471, any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
 - iii. Any other remedy legally available.
- c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
- d. The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).

- 31. Signage Costs for Construction Projects.** The sponsor agrees that it will require the prime contractor of a federally-assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

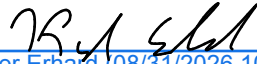
SPECIAL CONDITIONS

The sponsor's acceptance of this offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the sponsor, as hereinafter provided, and this offer and acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the sponsor with respect to the accomplishment of the project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the sponsor's acceptance of this offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**


Kyler Erhard (08/31/2026 10:45:36 PDT)

(Signature)

Kyler Erhard

(Typed Name)

Manager

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing offer, and does hereby accept this offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated _____

County of Lyon

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Nevada. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES
AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, USC, subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this Grant Offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a Grant Offer of federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of federal funds for this grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

- a. 49 USC subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 USC §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 USC § 201, et seq.
- d. Hatch Act — 5 USC § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 USC § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 USC § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 USC § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 USC § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 USC § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 USC § 4012a.¹
- l. 49 USC § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 USC § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 USC § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 USC § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 USC § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 USC § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 USC § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 USC § 874.¹

- v. National Environmental Policy Act of 1969 – 42 USC § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 USC § 1271, et seq.
- x. Single Audit Act of 1984 – 31 USC § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 USC §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 USC 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 USC 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 USC 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 USC § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for state and local governments receiving federal assistance. Any requirement levied upon state and local governments by this regulation shall apply where applicable to private sponsors receiving federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.
a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal Government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to 49 USC § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the state in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 USC § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 USC §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 USC § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to ensure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the federal share of an airport development, airport planning or noise compatibility project for

which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 USC § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 USC § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 USC § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 - 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 - 2. complies with the portions of the plan approved by the Secretary.
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 - 1. eliminate such adverse effect in a manner approved by the Secretary; or
 - 2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4); creed and sex per 49 USC § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

- b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**County of Lyon**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

- e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received federal funds under Chapter 471 subchapter 1 of Title 49 USC, it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/aip_pfc_checklist) for AIP projects as of May 07, 2026.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under state law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 USC § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 - 1. Describes the requests;

2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 USC § 46301(a)(8).

Application for Federal Assistance SF-424

*1. Type of Submission:

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*2. Type of Application

- ☐ New
☐ Continuation
☒ Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

*3. Date Received:

4. Applicant Identifier:

SPZ

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: Lyon County

*b. Employer/Taxpayer Identification Number (EIN/TIN):
88-6000097

*c. UEI:
UT4JJJ9N6L69

d. Address:

*Street 1: 27 South Main Street

Street 2:

*City: Yerington

County/Parish: Lyon

*State: Province: NV

*Country: USA: United States

*Zip / Postal Code 89447-0000

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: Andrew

Middle Name:

*Last Name: Haskin

Suffix:

Title: County Manager

Organizational Affiliation:
Lyon County

*Telephone Number: 775-463-6531

Fax Number:

*Email: ahaskin@lyon-county.org

Application for Federal Assistance SF-424***9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

10. Name of Federal Agency:*11. Catalog of Federal Domestic Assistance Number:**

20.106

CFDA Title:

IIJA

***12. Funding Opportunity Number:**

*Title:

N/A

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):***15. Descriptive Title of Applicant's Project:**

Lighting System Upgrade [Bid & Const]

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

*a. Applicant: II

*b. Program/Project: II

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 05/01/2026

*b. End Date: 12/31/2026

18. Estimated Funding (\$):

*a. Federal	\$ 676,291
*b. Applicant	\$ 35,595
*c. State	\$ 0
*d. Local	
*e. Other	\$ 0
*f. Program Income	
*g. TOTAL	\$ 711,886

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____.
- ☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**☐ Yes ☒ No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: Andrew

Middle Name: _____

*Last Name: Haskin

Suffix: _____

*Title: County Manager

*Telephone Number: 775-463-6531

Fax Number:

* Email: ahaskin@lyon-county.org

*Signature of Authorized Representative:

*Date Signed:

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	☒ Yes ☐ No
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	☒ Yes ☐ No ☐ N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	☒ Yes ☐ No ☐ N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	☐ Yes ☒ No ☐ N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.	
☐ The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? ☐ Yes ☐ No	
☐ The project is included in another Federal Assistance program. Its CFDA number is below.	
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	
☒ Yes ☐ No ☐ N/A	
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:	
☒ De Minimis rate of 10% as permitted by 2 CFR § 200.414.	
☐ Negotiated Rate equal to _____ % as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).	
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Lyon County has a compatible land use plan in place.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

The Sponsor is not in default.

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

There are no facts or circumstances which could impact the completion of the project.

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

It's consistent with local plans.

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

No public hearings are necessary as this project is not a new airport, runway, or major runway extension.

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

No certification necessary as this project is not a new airport, runway, or major runway extension.

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

There are no exclusive rights.

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

Yes, please see Exhibit "A" dated April 2017 has been submitted to the FAA.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

The sponsor owns the property, see Exhibit "A".

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

The sponsor owns the property, see Exhibit "A".

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Assistance Listing Number:	20.106
2. Functional or Other Breakout:	

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 6,000
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			47,020
5. Other Architectural engineering fees			
6. Project inspection fees			91,100
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			536,645
12. Equipment			
13. Miscellaneous			31,121
14. Subtotal (Lines 1 through 13)			\$ 711,886
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			711,886
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 711,886
19. Federal Share requested of Line 18			676,291
20. Grantee share			35,595
21. Other shares			0
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 711,886

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	35,595
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 35,595
25. Other Shares	Amount
a. State	
b. Other	
c. TOTAL - Other Shares	
26. TOTAL NON-FEDERAL FINANCING	\$ 35,595

SECTION E – REMARKS (Attach sheets if additional space is required)
Exhibit A dated April 2017 incorporated by reference. Plans and Specifications dated March 2026 incorporated by reference.

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Lighting System Upgrade [Bid & Const]

AIRPORT: Silver Springs Airport

1. Objective:

The objective of this project is to upgrade the existing lighting system on the airfield.

2. Benefits Anticipated:

This project will enhance the airfields lighting system and extend its useful life.

3. Approach: (See approved Scope of Work in Final Application)

Refer to Scope of Work

4. Geographic Location:

2 miles west of Silver Springs, Lyon County, Nevada.

5. If Applicable, Provide Additional Information:

6. Sponsor's Representative: (include address & telephone number)

Mr. Andrew Haskin (775) 463-6531
27 South Main Street
Yerington, NV 89447

April 10, 2026

Mr. Gavin Henderson
Lyon County
27 South Main Street
Yerington, NV 89447

RE: Award Recommendation Letter

Schedule I – Lighting Systems Upgrades

Schedule II – Vault Equipment

Schedule III – Electrical Cables

Silver Springs Airport – Silver Springs, Nevada

AIG No. 3-32-0023-0XX-2026 | PWP No. LY-2026-108 | Lochner No. 23901

Mr. Henderson,

Bids were received for the above noted project on April 6, 2026. Two (2) bids were received and are shown in the attached bid tabulation and following bid summary table.

CONTRACTOR	SCHEDULE I	SCHEDULE II	SCHEDULE III	TOTAL
Mesquite Electric LLC	\$258,300.00	\$87,500.00	\$190,845.00	\$536,645.00
Titan Electrical Contracting, Inc.	\$321,200.00	\$95,700.00	\$197,120.00	\$614,020.00

The bids were reviewed for math errors, bid bonds, addenda acknowledgement and verification of federal disbarment. All bids appear to be responsive. A general review of each bid is summarized below:

CONTRACTOR	5% Bid Bond Included	Required Proposal Sheets Included	Addenda Acknowledged	Listed on Federal Disbarred Contractors List ¹	Proper Contractor Licensing ²	Listed on State of Nevada Disqualified Contractors List ³
Mesquite Electric LLC	Yes	Yes	Yes	No	Yes	No
Titan Electrical Contracting, Inc.	Yes	Yes	Yes	No	Yes	No

¹ Based on information from the Federal System for Award Management website, accessed on April 6, 2026

² Based on information from the Nevada State Contractors Board website, accessed on April 6, 2026

³ Based on information from the Nevada Office of Labor Commissioner website, accessed on April 6, 2026

A great deal of effort was put forth to attract bidders to this project. A total of five (5) potential bidders were sent the Invitation for Bids. A total of eight (8) sets of the project manuals were purchased by potential bidders, plan rooms, and suppliers. The advertisement for bids for the project was published for three (3) consecutive weeks prior to the bid opening. An online pre-bid conference was held to answer questions to potential bidders.

Based on conversations with FAA ADO staff, it is believed that sufficient funds are available for the budget listed below. A revised grant application, only including pertinent sheets that include budgetary figures, is enclosed with this letter and should be signed and forwarded to the FAA as soon as possible.

Our recommendation is to award Schedule I, II, and III to Mesquite Electric LLC for a total contract amount of \$536,645.00 upon receiving concurrence from the FAA Program Manager.

The following budget needs to be developed for AIG No. 3-32-0023-0XX-2026 consisting of:

COST SUMMARY	
Engineering and Testing Services	\$47,020.00
Construction Inspection and Administration	\$91,100.00
Flight Evaluation (estimated)	\$31,120.73
Sponsor Administration	\$6,000.00
Construction Cost	\$536,645.00
TOTAL PROJECT COST	\$711,885.73
FAA Share (95%)	\$676,291.00
Local Share (5%)	\$35,594.73

We will send the Notice of Award for signature once approval is received from the FAA Program Manager and an FAA Grant Agreement is executed.

If you have any questions regarding this matter, please contact our office. We look forward to getting this project completed.

Sincerely,
LOCHNER

Nadine CB

Nadine C. Burgard, P.E.
Nevada Market Lead

Attachments: Bid Tabulation
Revised Grant Application Sheets

CC: Ms. Messar Mustafa, FAA – Phoenix ADO

Silver Springs Airport - Lighting (SPZ) | 23901 (#10053972)
Owner: Lyon County
Solicitor: Lochner
04/06/2026 10:00 AM PDT

			Engineer Estimate				Mesquite Electric LLC		Titan Electrical Contracting, Inc.		
Item Code				UofM	QTY	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Schedule I - Lighting System Upgrades							\$277,880.00		\$258,300.00		\$321,200.00
1	C-105	Mobilization (10% Max.)		LS	1	\$25,180.00	\$25,180.00	\$20,000.00	\$20,000.00	\$29,200.00	\$29,200.00
2	L-108a	No. 8 AWG, 5kV, L-824, Type C Cable, Installed in Trench, Duct Bank or Conduit		LF	300	\$3.00	\$900.00	\$5.00	\$1,500.00	\$5.00	\$1,500.00
3	L-108b	No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed in Trench, Including Connections/Terminations		LF	300	\$4.00	\$1,200.00	\$5.00	\$1,500.00	\$3.00	\$900.00
4	L-125a	Install Taxiway Retroreflective Edge Marker		EA	134	\$200.00	\$26,800.00	\$150.00	\$20,100.00	\$150.00	\$20,100.00
5	L-125b	Install Runway Edge Light on Existing Base		EA	60	\$1,300.00	\$78,000.00	\$900.00	\$54,000.00	\$1,750.00	\$105,000.00
6	L-125c	Install Taxiway Edge Light on Existing Base		EA	10	\$1,100.00	\$11,000.00	\$800.00	\$8,000.00	\$1,750.00	\$17,500.00
7	L-125d	Install Threshold Light on New Base		EA	12	\$2,500.00	\$30,000.00	\$1,600.00	\$19,200.00	\$2,500.00	\$30,000.00
8	L-125e	Install Threshold Light on Existing Base		EA	4	\$1,200.00	\$4,800.00	\$1,000.00	\$4,000.00	\$1,750.00	\$7,000.00
9	L-125f	Replace REIL		EA	4	\$14,000.00	\$56,000.00	\$18,000.00	\$72,000.00	\$10,000.00	\$40,000.00
10	L-125g	Replace PAPI (2-Unit System)		EA	2	\$22,000.00	\$44,000.00	\$29,000.00	\$58,000.00	\$35,000.00	\$70,000.00
Schedule II - Vault Equipment							\$90,200.00		\$87,500.00		\$95,700.00
11	C-105	Mobilization (10% Max.)		LS	1	\$8,200.00	\$8,200.00	\$7,500.00	\$7,500.00	\$8,700.00	\$8,700.00
12	L-109a	16kW Constant Current Regulator (CCR)		EA	1	\$40,000.00	\$40,000.00	\$30,000.00	\$30,000.00	\$35,000.00	\$35,000.00
13	L-109b	4kW Constant Current Regulator (CCR)		EA	1	\$18,000.00	\$18,000.00	\$15,000.00	\$15,000.00	\$30,000.00	\$30,000.00
14	L-109c	L-854 Radio Receiver		EA	1	\$8,000.00	\$8,000.00	\$12,000.00	\$12,000.00	\$7,500.00	\$7,500.00
15	L-109d	L-821 Radio Controller Switch		EA	1	\$4,000.00	\$4,000.00	\$20,000.00	\$20,000.00	\$12,500.00	\$12,500.00
16	L-109e	Photocell		EA	1	\$8,000.00	\$8,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
17	L-109f	Photocell Switch		EA	1	\$4,000.00	\$4,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00

Schedule III - Electrical Cables							\$153,930.00		\$190,845.00		\$197,120.00
18	C-105	Mobilization (10% Max.)	LS	1	\$7,140.00		\$7,140.00	\$10,000.00	\$10,000.00	\$17,920.00	\$17,920.00
19	L-108a	No. 8 AWG, 5kV, L-824, Type C Cable, Installed in Trench, Duct Bank or Conduit	LF	25130	\$3.00		\$75,390.00	\$4.00	\$100,520.00	\$5.00	\$125,650.00
20	L-108b	No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed in Trench, Including Connections/Terminations	LF	17850	\$4.00		\$71,400.00	\$4.50	\$80,325.00	\$3.00	\$53,550.00
Base Bid Total:							\$522,010.00		\$536,645.00		\$614,020.00

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: September 17, 2026

Agenda Item Number:

11.k

Subject:

For Possible Action: Approval to release the Improvement Bond, accept the Maintenance Bond and accept the Certificates of Completion, for the improvements associated with the HERITAGE RANCH, PHASE 5, subdivision, located in Dayton, NV.

Summary:

The applicant is requesting the release of the Improvement Bond for the improvements associated with the HERITAGE RANCH, PHASE 5, subdivision. A Performance Improvement Bond was provided at the time of recording the subdivision map, to ensure that the improvements were constructed and completed in a timely manner. The improvements have been inspected and were found to be complete and the roadways to be constructed to Lyon County Improvement Standards. A Certificate of Completion, certifying that all the improvements for this phase of the project are complete to the satisfaction of the County Engineer, Roads Director and Lyon Utilities Director. A Maintenance Bond equaling 10% of the Cost of Construction estimate, has been provided. This bond ensures that the completed improvements are constructed to the satisfaction of Lyon County and that they remain in good condition for a period of one year.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

The Lyon County Board of Commissioners finds that the requested release of the Performance Bond and acceptance for Maintenance of the improvements associated with the HERITAGE RANCH, PHASE 5, subdivision: A. Is consistent with the applicable provisions of Lyon County Code and the Nevada Revised Statutes; B. Will not be detrimental to the public health, safety, convenience and welfare; and C. Will not result in material damage or prejudice to other property in the vicinity. Based on the aforementioned findings, the Lyon County Board of Commissioners approves the release of the Performance Bond and acceptance of the Maintenance Bond for the improvements associated with the HERITAGE RANCH, PHASE 5, subdivision.

ATTACHMENTS

- [Heritage Ranch Ph 5 IMP. Bond Release-Backup](#)



LYON COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT

BUILDING * DEVELOPMENT ENGINEERING * PLANNING
CODE ENFORCEMENT * ECONOMIC DEVELOPMENT

27 SOUTH MAIN STREET, YERINGTON, NV 89447

PHONE: 775-463-6592 FAX: 775-463-5305

MEETING DATE:

September 17, 2026

ITEM # _____

TITLE:

Approval to release the Improvement Bond, accept the Maintenance Bond and accept the Certificates of Completion, for the improvements associated with the HERITAGE RANCH, PHASE 5, subdivision, located in Dayton, NV.

SUMMARY:

The applicant is requesting the release of the Improvement Bond for the improvements associated with the HERITAGE RANCH, PHASE 5, subdivision.

A Performance Improvement Bond was provided at the time of recording the subdivision map, to ensure that the improvements were constructed and completed in a timely manner.

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

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

RECOMMENDED ACTION:

The Lyon County Board of Commissioners finds that the requested release of the Performance Bond and acceptance for Maintenance of the improvements associated with the HERITAGE RANCH, PHASE 5, subdivision:

- A. Is consistent with the applicable provisions of Lyon County Code and the Nevada Revised Statutes;
- B. Will not be detrimental to the public health, safety, convenience and welfare; and
- C. Will not result in material damage or prejudice to other property in the vicinity.

Based on the aforementioned findings, the Lyon County Board of Commissioners approves the release of the Performance Bond and acceptance of the Maintenance Bond for the improvements associated with the HERITAGE RANCH, PHASE 5, subdivision.

For Information:

Gavin Henderson, Community Development Director
Shannon Juntunen, Planning Technician

List of Attachments:

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

SUBDIVISION IMPROVEMENTS BOND

Bond No.: 800241659Premium: \$50,302.00

KNOW ALL MEN BY THESE PRESENTS, that we, Heritage Ranch LLC, a Nevada limited liability company, as Principal, and Atlantic Specialty Insurance Company, a New York corporation licensed to do business in the state of Nevada, are held and firmly bound unto Lyon County, NV, as Obligee, in the penal sum of Two Million Twelve Thousand Ninety-Four and 00/100 (\$2,012,094.00) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Heritage Ranch LLC has agreed to construct in Lyon County, NV, the subdivision improvements set out in that certain Subdivision Improvements Agreement between Heritage Ranch LLC and Lyon County, NV dated _____ (the "Agreement"), according to the construction drawings for Heritage Ranch Subdivision Phase 5 Site Improvement Plans - EOPC Review [Project No. PLZ-25-0031], approved by Lee County, NV on _____ (the "Improvements").

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall construct, or have constructed, the Improvements herein described and shall save the Obligee harmless from any loss, cost or damage by reason of its failure to complete said work, then this obligation shall be null and void; otherwise to remain in full force and effect. The Surety on this Bond binds itself to said Obligee, to the amount hereinabove stated penal sum, that said Improvements shall be completed in accordance with the Agreement.

IN WITNESS WHEREOF, said Principal has hereunto set its hands and seals, and said Surety has caused these presents to be executed by its officers thereunto authorized this 23rd day of March, 2026.

PRINCIPAL:
Heritage Ranch LLC

By: 
its authorized signatory
Print: Leo Hanly

SURETY:
Atlantic Specialty Insurance Company

By: 
Print: Brook T. Smith, Attorney-in-Fact



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Audria R. Ward, Barbara J. Benton, Brett Rosenhaus, Brian S. Turner, Brook T. Smith, Charles J. Nielson, David R. Hoover, Davor Mimica, Deborah S. Neichter, Denise Donelson, Devin J. Phillips, Donald P. Bramlage, Edward T. Ward, F. Danny Gann, James H. Martin, James T. Smith, Jarrett Merlucci, Jason D. Cromwell, Jessica Pamela Reno, Joseph P. Nielson, Justin Vokus, Keith Nicholson, Kevin R. Wojtowicz, Laura D. Mosholder, Michelle D. Liwosz, Patricia Schmaltz, Raymond M. Hundley, Shawn Alan Burton, Tracey C. Brown, William O. Walker**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

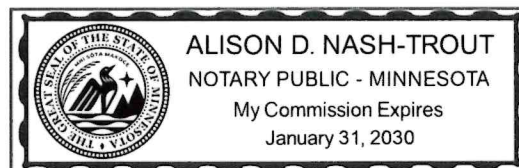


By

Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 23rd day of March, 2026



Kara L.B. Barrow, Secretary

This Power of Attorney expires
January 31, 2030



August 25, 2026

Shannon Juntunen
Lyon County Planning Assistant
Community Development
27 South Main Street
Yerington, Nevada 89447

RE: HERITAGE RANCH PHASE – WARRANTY BOND ESTIMATE [Project No. PLZ-25-0031]

Dear Shannon,

DOWL has performed a review of the above-referenced estimate. The estimate is approved.

Please forward this letter to the proper party to inform them of the approval.

Feel free to contact me with any questions or concerns; I can be reached directly at 775-853-7265.

Sincerely,

A handwritten signature in blue ink that reads "Danny Sommers".

Danny Sommers
Senior Project Manager
DOWL

ENGINEER'S WARRANTY BOND ESTIMATE

Heritage Ranch Subdivision Phase V - Dayton, Nevada

August 21, 2026

B. PUBLIC IMPROVEMENTS

NO.	ITEM	QTY	PRICE	UNIT	TOTAL
1	Flexible Pavement Section - 3" AC on 6" AB	55,832	\$ 4.5	/SF	\$ 251,250
2	Type 2 PCC Curb and Gutter	3,490	\$ 30	/LF	\$ 104,710
3	PCC Sidewalk Section (4" PCC on 6" AB)	13,961	\$ 11	/SF	\$ 146,590
4	Street Signs (Speed Limit)	1	\$ 630	/EA	\$ 630
5	Pot-Hole and Connect to Existing Sewer System	1	\$ 5,900	/EA	\$ 5,900
6	8-Inch SDR-35 PVC	1,699	\$ 54	/LF	\$ 91,780
7	48-Inch Sanitary Sewer Manhole	7	\$ 5,600	/EA	\$ 39,200
8	4-inch SDR-35 Sanitary Sewer Lateral and Cleanout	58	\$ 2,000	/EA	\$ 116,000
9	Pot-Hole and Connect to Existing Water System	1	\$ 2,200	/EA	\$ 2,200
10	8-Inch C900 Water Main and Fittings	1,857	\$ 53	/LF	\$ 98,450
11	Domestic Service and Meter Pit (Dual)	25	\$ 1,700	/EA	\$ 42,500
12	Domestic Service and Meter Pit (Single)	8	\$ 3,800	/EA	\$ 30,400
13	6-Inch Fire Hydrant Assembly	5	\$ 12,000	/EA	\$ 60,000
14	8-Inch Gate Valve	2	\$ 3,400	/EA	\$ 6,800
15	Pressure Reducing Valve (PRV)	33	\$ 3,600	/EA	\$ 118,800
16	15-Inch HDPE Storm Drain Pipe	140	\$ 121	/LF	\$ 16,980
17	18-Inch HDPE Storm Drain Pipe	805	\$ 72	/LF	\$ 57,960
18	48-Inch Storm Sewer Manhole	3	\$ 7,300	/EA	\$ 21,900
19	18-Inch HDPE Flared End Section	1	\$ 910	/EA	\$ 910
20	Storm Catch Basin (Single)	6	\$ 2,900	/EA	\$ 17,400

ENGINEER'S PRELIMINARY ESTIMATE OF PROBABLE PUBLIC CONSTRUCTION COSTS \$ 1,230,360

ENGINEER'S ESTIMATED WARRANTY BOND \$ 123,040

Notes: 1. Item totals and category subtotals have been rounded to the nearest \$10.

2. Quantities and bid items are based on Phase V improvement plans dated December 25, 2024.

3. Costs for concrete flatwork, curb and gutter, and asphalt concrete paving include subgrade preparation and compacted aggregate base.

4. Costs do not include gas and power contracts, permit fees, construction support (CQA, survey, engineer of record), or Final Map fees.

**MAINTENANCE
BOND**

**Travelers Casualty and Surety Company of America
Hartford, CT 06183**

Bond No.: 108521578

Premium: \$917.00

KNOWN ALL BY THESE PRESENTS: That we Mountain West Construction, Inc., as Principal, and Travelers Casualty and Surety Company of America, a corporation organized and existing under the Laws of the State of Connecticut, as Surety, are held and firmly bound unto Lyon County Community Development, as Obligee, in the total sum of One Hundred Twenty-three Thousand Forty & 00/100 U.S. Dollars (\$123,040.00) for the payment whereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

WHEREAS, the Principal entered into a contract with the Obligee dated February 5, 2026 for Heritage Ranch Subdivision Phase V - Dayton, Nevada ("Work").

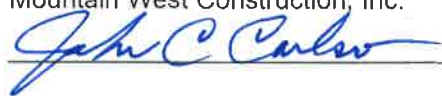
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall maintain and remedy said Work free from defects in materials and workmanship for a period of 1 year(s) commencing on September 17, 2026 (the "Maintenance Period"), then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that any suit under this bond shall be commenced no later than one (1) year from the expiration date of the Maintenance Period; provided, however, that if this limitation is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law, and said period of limitation shall be deemed to have accrued and shall commence to run on the expiration date of the Maintenance Period.

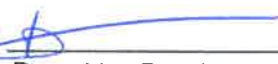
SIGNED this 17th day of September, 2026.

(Principal)

Mountain West Construction, Inc.

By: 

Travelers Casualty and Surety Company of America

By: 

Dona Lisa Buschmann, Attorney-in-Fact

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer)

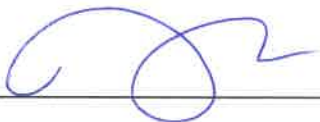
On August 31, 2026 before me, Joselynn Campbell, Notary Public
(insert name and title of the officer)

personally appeared Dona Lisa Buschmann,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **Dona Lisa Buschmann** of **ROSEVILLE**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **13th** day of **May**, **2026**.



State of Connecticut

City of Hartford ss.

By: 
 Bryce Grissom, Senior Vice President

On this the **13th** day of **May**, **2026**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President, Surety, Bond & Specialty Insurance, of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **31st** day of **March**, **2031**




 Marie E. Sorensen, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

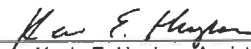
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **17th** day of **September**, **2026**




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
 Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

ENGINEER'S WARRANTY BOND ESTIMATE

Heritage Ranch Subdivision Phase V - Dayton, Nevada

August 21, 2026

B. PUBLIC IMPROVEMENTS

NO.	ITEM	QTY	PRICE	UNIT	TOTAL
1	Flexible Pavement Section - 3" AC on 6" AB	55,832	\$ 4.5	/SF	\$ 251,250
2	Type 2 PCC Curb and Gutter	3,490	\$ 30	/LF	\$ 104,710
3	PCC Sidewalk Section (4" PCC on 6" AB)	13,961	\$ 11	/SF	\$ 146,590
4	Street Signs (Speed Limit)	1	\$ 630	/EA	\$ 630
5	Pot-Hole and Connect to Existing Sewer System	1	\$ 5,900	/EA	\$ 5,900
6	8-Inch SDR-35 PVC	1,699	\$ 54	/LF	\$ 91,780
7	48-Inch Sanitary Sewer Manhole	7	\$ 5,600	/EA	\$ 39,200
8	4-inch SDR-35 Sanitary Sewer Lateral and Cleanout	58	\$ 2,000	/EA	\$ 116,000
9	Pot-Hole and Connect to Existing Water System	1	\$ 2,200	/EA	\$ 2,200
10	8-Inch C900 Water Main and Fittings	1,857	\$ 53	/LF	\$ 98,450
11	Domestic Service and Meter Pit (Dual)	25	\$ 1,700	/EA	\$ 42,500
12	Domestic Service and Meter Pit (Single)	8	\$ 3,800	/EA	\$ 30,400
13	6-Inch Fire Hydrant Assembly	5	\$ 12,000	/EA	\$ 60,000
14	8-Inch Gate Valve	2	\$ 3,400	/EA	\$ 6,800
15	Pressure Reducing Valve (PRV)	33	\$ 3,600	/EA	\$ 118,800
16	15-Inch HDPE Storm Drain Pipe	140	\$ 121	/LF	\$ 16,980
17	18-Inch HDPE Storm Drain Pipe	805	\$ 72	/LF	\$ 57,960
18	48-Inch Storm Sewer Manhole	3	\$ 7,300	/EA	\$ 21,900
19	18-Inch HDPE Flared End Section	1	\$ 910	/EA	\$ 910
20	Storm Catch Basin (Single)	6	\$ 2,900	/EA	\$ 17,400

ENGINEER'S PRELIMINARY ESTIMATE OF PROBABLE PUBLIC CONSTRUCTION COSTS \$ 1,230,360

ENGINEER'S ESTIMATED WARRANTY BOND \$ 123,040

Notes: 1. Item totals and category subtotals have been rounded to the nearest \$10.

2. Quantities and bid items are based on Phase V improvement plans dated December 25, 2024.

3. Costs for concrete flatwork, curb and gutter, and asphalt concrete paving include subgrade preparation and compacted aggregate base.

4. Costs do not include gas and power contracts, permit fees, construction support (CQA, survey, engineer of record), or Final Map fees.



LYON COUNTY COMMUNITY DEVELOPMENT PLANNING DIVISION

CERTIFICATE OF COMPLETION

I, Charles Reno, Lyon County Engineer, do hereby certify that the construction of the improvements within the Heritage Ranch Phase 5 subdivision located in Dayton, Nevada, which are further identified as curb, gutter, sidewalk, asphalt paving, underground utilities, drainage facilities, and related appurtenances, have been completed in accordance with the standards of Lyon County and do hereby recommend acceptance of the improvements by the Lyon County Board of Commissioners.

Dated this 21th day of August, 2026.

A handwritten signature in black ink, appearing to read "Charles Reno", written over a horizontal line.

Charles Reno,
Lyon County Engineer

Recording requested by:

**Lyon County Comm. Development
Planning Division
27 South Main Street
Yerington, NV 89447
Phone: (775) 463-6592
Fax: (775) 463-5305**



**LYON COUNTY
ROADS DEPARTMENT**

27 S MAIN ST
YERINGTON, NV, 89447
PHONE: 775-463-6551
FAX: 775-463-6555

**CERTIFICATE OF COMPLETION – SUBDIVISION PHASE
ROADWAY IMPROVEMENTS**

PROJECT NAME:	Heritage Ranch
SUBDIVISION NAME:	Heritage Ranch, Phase 5
DEVELOPER:	Santa Ynez Valley Construction Company
LOCATION:	Dayton, Nevada
APN(S):	PLZ-170052

DESCRIPTION OF WORK

This Certificate of Completion is hereby issued pursuant to the duly executed Subdivision Improvement Agreement and in accordance with the applicable provisions of the Lyon County Code. The subdivision improvements for **Heritage Ranch Phase 5**, consisting of roadway infrastructure, including pavement, curbs, gutters, sidewalks, signage, striping, drainage appurtenances, and all related components have been constructed in conformity with the approved improvement plans, specifications, and Lyon County standards.

All work was completed and subjected to final inspection on **August 20th, 2026** (Date of Completion) and has been determined to be in substantial compliance with all applicable County requirements and conditions of approval.

SUMMARY OF ACCEPTED IMPROVEMENTS

Roadway Name	From	To	ROW Width (ft)	Pavement Width (ft)	Segment Length (ft)	Segment Length (mi)
Zimmerman Road	LOTS 177/199	LOTS 157/162	50	33	1024	.19
Natalie Way	LOTS 206/231	LOTS 218/219	50	33	761	.14

Total Cost of Improvements Accepted by the County: \$_____

**Total Cost: Cost of the pavement, curbs, gutters, sidewalks, signage, striping, drainage structures, and all other related appurtenances that Lyon County is accepting for maintenance as part of the roadway improvements for the project*

COUNTY ACCEPTANCE

Lyon County Roads Department hereby acknowledges that the roadway improvements for the above-described subdivision phase have been completed and inspected in accordance with the approved plans. The one-year warranty period for the roadway improvements shall commence on the date of the Certificate of Completion included herein. Upon completion of the one-year warranty period, the roadway dedication shall be approved by the Board of County Commissioners through a dedication resolution.

Accepted by:

Roads Department Director:

Dustin Homan

Signature:

[Signature]

Date of Acceptance:

8/24/2026

EXHIBITS

Exhibit A: Lumos Verification of Public Improvements

Exhibit B: DOWL Verification of Public Improvements

Exhibit C: Approved Engineer's Estimate

Exhibit D: Final Subdivision Map



**LYON COUNTY
UTILITIES DEPARTMENT**

34 LAKES BOULEVARD
DAYTON, NEVADA 89403
(775) 246-6135
FAX: (775) 246-6147

**CERTIFICATE OF COMPLETION – SUBDIVISION UTILITY
IMPROVEMENTS (WATER & SEWER)**

PROJECT NAME:	Heritage Ranch - Phase 5
SUBDIVISION NAME:	Heritage Ranch
DEVELOPER:	Santa Ynez Construction
LOCATION:	Dayton, NV
APN(S):	016-404-15

DESCRIPTION OF WORK

This Certificate of Completion is hereby issued pursuant to the duly executed Subdivision Improvement Agreement and in accordance with the applicable provisions of the Lyon County Code. The subdivision improvements for **Heritage Ranch – Phase 5**, consisting of water and sewer utility infrastructure, including mains, service connections, valves, manholes, fittings, and all related appurtenances have been constructed in conformity with the approved improvement plans, specifications, and Lyon County standards.

All work was completed and subjected to final inspection on **August 21, 2026** (Date of Completion) and has been determined to be in substantial compliance with all applicable County requirements and conditions of approval.

SUMMARY OF ACCEPTED IMPROVEMENTS

Utility Type	Quantity (linear feet)	Fire Hydrants/Manholes	Total Cost (\$)
Water	1,740	Fire Hydrants: 5	\$309,430.00
Sewer	1,727	Manholes: 6	\$336,060.00

Total Cost of Improvements Accepted by the County: \$645,490.00

**Total Cost: Cost of the lines, laterals, valves, manholes, fire hydrants, and other related appurtenances the County is accepting for maintenance as part for the project*

COUNTY ACCEPTANCE

Lyon County Utilities hereby acknowledges that the water and sewer utility improvements associated with the above-referenced subdivision phase have been satisfactorily completed. The one-year warranty period for the roadway improvements shall be 1-YR from the date of the Certificate of Completion.

Accepted by:

Utilities Director: Sean Sinclair

Signature: [Signature]

Date of Acceptance: 8/24/2026

EXHIBITS

Exhibit A: Approved Engineer's Estimate

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: September 17, 2026

Agenda Item Number:

11.1

Subject:

For Possible Action: Accept the amendment to the lease agreement with Dayton Healthcare Center, LLC, for Lyon County Human Services' Dayton office space, to extend the lease term from October 31, 2026 to May 31, 2027, with the option to extend the lease on a month to month basis.

Summary:

The amendment to the lease agreement with Dayton Healthcare Center, LLC, for Lyon County Human Services' Dayton office space will allow for a seven month lease extension through May 31, 2027, at a rate of \$2,376.15 per month, with the option to extend the lease on a month to month basis.

Financial Department Comments:

This is an increase of 9.4% over the previous lease amount. This will be paid out of the General Indigent Fund.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Accept the amendment to the lease agreement with Dayton Healthcare Center, LLC, for Lyon County Human Services' Dayton office space, to extend the lease term from October 31, 2026 to May 31, 2027, with the option to extend the lease on a month to month basis.

ATTACHMENTS

- [Dayton Human Services Office Lease Amendment #5](#)

FOURTH **AMENDMENT TO LEASE**

THIS AMENDMENT TO LEASE is made and entered into as of September, 2026, by and between Dayton Healthcare Center LLC ("Lessor") and Lyon County ("Lessee").

WHEREAS, on or about November 1, 2018 a Lease was entered into by and between Lessor and Lessee relating to certain real property commonly known as (street address, city, state, zip): 5 Pine Cone Road, Suite 103, Dayton, NV 89403 (the "Premises"), and

WHEREAS, Lessor and Lessee ☒ have ☐ have not previously amended said Lease, and

WHEREAS, the Lessor and Lessee now desire to amend said Lease,

NOW, THEREFORE, for payment of TEN DOLLARS and other good and valuable consideration to Lessor, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree to make the following additions and modifications to the Lease:

☒ TERM: The Expiration Date is hereby ☐ advanced ☒ extended to May 31, 2027, then month to month.

☐ AGREED USE: The Agreed Use is hereby modified to: _____.

☒ BASE RENT ADJUSTMENT: Monthly Base Rent shall be as follows: \$2,376.15.

☐ OTHER: _____.

This Amendment shall not be construed against the party preparing it, but shall be construed as if all parties jointly prepared this Amendment and any uncertainty and ambiguity shall not be interpreted against any one party. Signatures to this Amendment accomplished by means of electronic signature or similar technology shall be legal and binding.

All other terms and conditions of this Lease shall remain unchanged and shall continue in full force and effect except as specifically amended herein.

EXECUTED as of the day and year first above written.

By Lessor:

Dayton Healthcare Center LLC

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: _____

By Lessee:

Lyon County

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: _____

AIR CRE * <https://www.aircre.com> * 213-687-8777 * contracts@aircre.com
NOTICE: No part of these works may be reproduced in any form without permission in writing.

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: September 17, 2026

Agenda Item Number:

11.m

Subject:

For Possible Action: Approve the agreement between Lyon County and Recon Healthcare Services to provide medical and psychiatric services for inmates at the Lyon County Detention Facility for a five-year term beginning July 1, 2026 through June 30, 2031, with annual compensation as outlined in the agreement and two optional one-year extensions.

Summary:

Financial Department Comments:

This is a 5% increase over the prior contract and was included in the Jail budget this year.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- [Recon Technologies Inc. Health Services Agreement](#)

HEALTH SERVICES AGREEMENT

THIS AGREEMENT by and between Lyon County, Nevada (hereinafter referred to as “COUNTY”) and Recon Technologies, Inc., a Nevada corporation, doing business as Recon Healthcare Services (hereinafter referred to as “Recon Healthcare Services”), is entered into and effective as of the 1st day of July, 2026 and shall continue for a period of five (5) years until June 30th, 2031 with two (2) optional (1) year extension terms.

WHEREAS, the COUNTY owns and operates the Lyon County Detention Facility, located at 911 Harvey Ln, Yerington, NV 89447 (hereinafter collectively referred to as “Facility”); and

WHEREAS, the COUNTY has the obligation to provide for the health, safety, and welfare of all inmates incarcerated at the Facility; and

WHEREAS, the objective of the COUNTY is to provide for the safe delivery of quality healthcare services to all inmates at the Facility in accordance with applicable law; and

WHEREAS, Recon Healthcare Services is in the business of providing correctional healthcare services and desires to provide such services for the COUNTY under the terms and conditions hereof;

NOW, THEREFORE, in consideration of the covenants and promises hereinafter made, the parties hereto agree as follows:

ARTICLE 1: HEALTH CARE SERVICES

1.1 General Engagement. The COUNTY hereby engages Recon Healthcare Services to provide and to arrange to provide for the delivery of medical, dental, and psychiatric care to individuals under the custody and control of the COUNTY and sentenced to or incarcerated at the Facility (“Inmates”), and Recon Healthcare Services hereby accepts such engagement according to the terms and provisions hereof. In the provision of such services, Recon Healthcare Services agrees to meet or exceed all constitutional standards of healthcare while operating on site in the Facility.

1.2 Scope of General Services. Recon Healthcare Services will provide the Facility with on-site, medical staff for 12 continuous hours per day, 7 days per week, for the term of the contract. During this time, Recon Healthcare Services will provide professional medical, psychiatric, dental, and related health care and administrative services for the Inmates, including a program for preliminary screening of Inmates upon arrival at the Facility, a comprehensive health evaluation of each Inmate following admission to the Facility, regularly scheduled sick call, nursing coverage, regular physician visits on site and/or via telehealth, part time infirmary care, medical specialty services, medical records management, pharmacy services, health education and training services, a quality assurance program, administrative support services, and other services, all as more specifically described hereinafter and in Recon Healthcare Services’ Proposals submitted on January 11th, 2021 (7 Day Coverage and Mental Health Services Proposals), attached hereto as Exhibits A and B respectively, which shall be made part of this agreement.

1.3 Services Provided in Accordance with Standards. Recon Healthcare Services shall provide the services specified herein, which shall constitute reasonable health care and psychiatric services

in accordance with any applicable State and Federal standards. COUNTY agrees that adherence to the standards of the American Correctional Association relating to health services (hereinafter referred to as the “ACA”), will not be a factor in this agreement due to the part time nature of the services being provided.

14 Specialty Services. Recon Healthcare Services will provide specialty services (e.g. radiology services, laboratory services, etc.) on site to the extent of clinical possibility. If specialty care is required and cannot be rendered on site, Recon Healthcare Services will make appropriate off-site arrangements for the rendering of such care. The costs of such off-site specialty services shall be the responsibility of Recon Healthcare Services subject to the limits of financial responsibility as described in articles 1.9 and 1.11 of this Agreement.

15 Emergency Services. The COUNTY will be responsible to provide off-site emergency medical care to Inmates, to the extent required, through arrangements to be determined with local hospitals. The COUNTY will provide for ambulance services for emergency circumstances involving Inmates. Routine transfers will be the responsibility of the COUNTY in regards to off-site non-emergency medical treatment. Recon Healthcare Services will provide first aide, emergency medical response to Inmates, visitors and Facility staff as necessary and appropriate when on site.

16 Hospitalization Services. Recon Healthcare Services will arrange for the admission of any Inmate, who in the opinion of the treating physician requires hospitalization and the COUNTY will bear the costs of such Inpatient hospitalization.

17 Prenatal Care. Recon Healthcare Services will arrange, coordinate, and be responsible for financial costs associated with the provision of offsite prenatal care, to include doctor’s appointments, ultrasounds, and specialty care. Labor and delivery of infants, and any costs arising from hospitalization associated with pregnancy complications, will be addressed pursuant to Article 1.5 and 1.6 of this agreement respectively.

18 Recon Healthcare Services Staffing. Recon Healthcare Services shall provide weekly staffing at the Facility in accordance with the staffing matrix attached hereto as Exhibit C.

19 Individual Inmate Cap and Annual Aggregate Cap. With the exception of emergency care, and other outpatient procedures and surgeries not covered under this contract and pursuant to section 1.11 of this agreement, Recon Healthcare Services will be responsible for off-site charges, which could include outpatient specialty consults, physician fees, off-site dental fees, off-site treatment and diagnostics, contracted laboratory and radiology services, physical and occupational therapy, follow-up physician services, per inmate fees paid to medical specialists for clinic services (with exception of site healthcare professionals included in staffing plan set forth in Exhibit C), and all other off-site, non-emergency fees for healthcare services rendered to an inmate, up to a cumulative total of \$10,000.00 per inmate per contract year with a \$80,000.00 annual aggregate cap. Such amount is subject to prorating for contract periods that are less than twelve months. Any diagnostic tests (i.e., laboratory, radiology, etc.) performed inside the Facility will not be factored into the Individual Inmate Cap. Recon Healthcare Services will pay outside provider and facility’s claims for services rendered, regardless of whether they are above or below the annual per inmate limit, and will bill the County for any charges over \$10,000.00 per inmate annually. Any such bill must be submitted by Recon Healthcare Services to the County within six (6) months from the date

that Recon Healthcare Services receives the bill from the third-party provider. The County shall not be responsible for paying or reimbursing Recon Healthcare Services for any bills submitted after this six (6) months period of time. The County shall pay Recon Healthcare Services within 15 days of receipt of invoice.

1.10 Pharmaceutical Services Except as provided in 1.11, Recon Healthcare Services shall be responsible for providing all prescription and non-prescription medications as well as intravenous solutions that are currently FDA approved in accordance with all local, state, and federal rules, regulations, and laws, unless otherwise noted herein, including those related to mental health such as psychoactive drugs or psychotropics, in addition to those currently being prescribed to the inmate at the time of booking, to a maximum of \$90,000 per yearly contract term. Regular prescriptions will be provided within twenty-four (24) hours of the original physician's order. Recon Healthcare Services will keep a supply of critical medications on site to treat conditions such as cardiac disease, hypertension, seizure disorders, as well as antibiotics for infection.

1.11 Exceptions to Treatment. In addition to other provisions excluded pursuant to this Agreement, Recon Healthcare Services will not be responsible for any medical testing or obtaining samples which are forensic in nature, except as required by local, state, or federal statute or regulation or by Court Order. Revisions of applicable statute or regulation pertaining to medical testing or obtaining samples, which are forensic in nature, which occur during the term of this Agreement, will be considered a further obligation of Recon Healthcare Services; however, if such revisions result in increased cost to Recon Healthcare Services, the parties agree to discuss same and reimbursement to Recon Healthcare Services. Recon Healthcare Services will not be responsible for costs associated with the transportation of inmates for off- site non-emergency health care treatment. Recon Healthcare Services will not be financially responsible for costs associated with transplants and/or experimental procedures. Recon Healthcare Services will not be financially responsible for any costs incurred after an inmate is released from COUNTY's custody. Recon Healthcare Services will not be responsible for emergency care, or the provision of elective medical care to inmates. Recon Healthcare Services will not be responsible, financially or otherwise, for providing health care services to an infant following birth. Recon Healthcare Services shall not be responsible for arranging or providing an abortion to any Inmate. Recon Healthcare Services will not be responsible for the costs associated with cancer drugs/treatment, Hepatitis C or factor/hemophilia prescription drugs, but will supply said medications as necessary and invoice COUNTY for the costs of same. Additionally, Recon Healthcare Services shall not be responsible for any costs associated with any Medication-Assistance Treatment (MAT) injectable medication(s). Costs associated with these drugs and/or services will pass through to the COUNTY for reimbursement to Recon Healthcare Services.

1.12 Pre-existing Conditions.

1. For the purposes of this agreement, pre-existing conditions are defined as injuries incurred during the commission of a public offense, injuries incurred during arrest for commission of a public offense, or injuries or illnesses that have been treated prior to the inmate being in custody.
2. Coordination for follow-up treatment of pre-existing illnesses or injuries will the responsibility of Recon Healthcare Services. Recon Healthcare Services will be

responsible for providing continuity of care and treatment for said pre-existing conditions, to include medications, specialty care, and any other treatment being prescribed to an inmate prior to booking at the facility, unless otherwise listed in section 1.11 and pursuant to sections 1.9 and 1.10 of this agreement. Recon Healthcare Services will not be financially responsible for new treatment options, experimental procedures, surgeries, or any other form of treatment that significantly deviates from the original prescribed treatment unless such treatment is deemed, in the view of Recon Healthcare Services' medical director, as no longer beneficial to the patient and new treatment is necessary to ensure the wellbeing of the inmate.

3. In the event the necessary level of care due to a pre-existing condition escalates while in custody, the provision and payment for such care shall be the responsibility of Recon Healthcare Services to the extent services are rendered on-site. Recon Healthcare Services shall be financially responsible for off-site care related to a pre-existing condition only in accordance to sections 1.5, 1.6, and 1.11 of this agreement.

1.13 Medical Waste. COUNTY will be responsible for providing medical waste services for the exclusive use of Recon Healthcare Services and its healthcare professionals, to include, but not limited to, sharps, biological, infectious/hazardous waste mailers/containers and any other materials needed to ensure proper disposal of said waste.

1.14 Change in Standard of Care or Scope of Services. The cost of services listed in Article 9 of this agreement, reflects the scope of services as finally agreed upon by the parties to this Agreement. Should any new treatments, community standards of care, drug classes or diagnostic tests be mandated by community health care standards, or should the COUNTY request a change in the scope of services, and Recon Healthcare Services' complying with these changes results in an increase in cost to Recon Healthcare Services, coverage of costs related to such changes are not covered in this Agreement and the parties agree to negotiate the price of any increased cost. Prior to such negotiation, Recon Healthcare Services agrees to provide the COUNTY information sufficient to evaluate the scope and necessity of and any increase in cost.

During the course of the contract, either party may issue requests for changes in the contract. This shall take the form of an "Amendment" to the original contract, which, if accepted by both parties, shall be executed as an official change to the contract.

ARTICLE 2: PERSONNEL

2.1 Incorporation of Recon Healthcare Services Proposal. Recon Healthcare Services shall provide medical, psychiatric, dental, nursing, technical and support personnel as necessary for the rendering of health care services to inmates at the Facility as described in Recon Healthcare Services' Proposals attached hereto as Exhibit A and B, and staffing summary attached hereto as Exhibit C, and as required by this Agreement.

2.2 Provision of Personnel. Recon Healthcare Services will provide medical, psychiatric, dental, technical, and support personnel necessary for the rendering of health care services to inmates as contemplated herein. The health care staff will be at levels consistent with those identified in

Exhibit C of this Agreement. Recon Healthcare Services will make payroll and time records available to the COUNTY, upon request, to enable the COUNTY to audit compliance with the staffing plan.

- A. This staffing pattern as described in Exhibit C shall be required under this Agreement. Should the COUNTY add new locations or services to those covered under this Agreement which result in staffing cost increases to Recon Healthcare Services, Recon Healthcare Services may seek compensation adjustment from the COUNTY, which shall not be unreasonably withheld.
- B. Recon Healthcare Services shall retain as many current health care personnel working at the Facility as practicable to remain on the job and to help maintain continuity and consistency of the services required by this Agreement. COUNTY shall allow Recon Healthcare Services to conduct on-site interviews as necessary.

23 Licensure, Certification and Registration of Personnel. Recon Healthcare Services ensures that all personnel provided or made available by Recon Healthcare Services to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable law. If requested by the COUNTY, Recon Healthcare Services shall provide to the appropriate, designated officer or department a copy of the license, certificate or registration of personnel employed by Recon Healthcare Services.

24 COUNTY's Satisfaction with Health Care Personnel. If COUNTY should become dissatisfied with any health care personnel provided by Recon Healthcare Services, or should COUNTY have security or other concerns about Recon Healthcare Services' employees or contractors, such as their fitness or ability to perform at the Facility, COUNTY will give written notice to Recon Healthcare Services of its reasons for dissatisfaction. Recon Healthcare Services agrees to cooperate with COUNTY and respond to inquiries or complaints about its personnel or contractors, including lack thereof, in a timely manner. Recon Healthcare Services will exercise its best efforts to resolve the problem or concern. If a solution cannot be reached, Recon Healthcare Services will remove the individual according to Recon Healthcare Services' personnel policies or independent contractor agreement.

Recon Healthcare Services agrees to the following restrictions when hiring and assigning personnel to work at the Correctional Facility:

- A. All Recon Healthcare Services personnel, subcontractors, and agents shall meet minimum standards as determined by COUNTY prior to receiving a security clearance to enter the Facility. If, at any time during the course of their employment or contract engagement, any Recon Healthcare Services employee or subcontractor engages in conduct (either on or off duty) which threatens the security of the Facility or would otherwise render that person ineligible for a security clearance, notwithstanding any other provision of this Agreement, COUNTY reserves the right to withdraw that person's security clearance and shall immediately notify Recon Healthcare Services.
- B. Initial and continued assignment of staff and subcontractors by Recon Healthcare Services shall be subject to approval of COUNTY. All persons employed by Recon Healthcare Services or its subcontractors shall not be deemed to be COUNTY employees by reason

of any provision of this Agreement.

- C. Recon Healthcare Services shall continuously maintain personnel files (or copies thereof) of all employees assigned to the Facility.

25 Staffing Penalties. Should Recon Healthcare Services leave any full-time equivalent position vacant (unstaffed) for a period of thirty (30) days or more, Recon Healthcare Services agrees to pay the COUNTY a staffing credit (applied retroactively to the date the vacancy commenced) in the amount of the actual compensation cost of the vacant position. A staffing position shall be deemed filled when Recon Healthcare Services is paying an employee to fill the position. Compensation will be calculated using the hourly rate of the position (including benefits) multiplied by the number of hours that the position is not filled by Recon Healthcare Services. The liquidated damages shall be deducted from the amount owed by COUNTY to Recon Healthcare Services the following month. Recon Healthcare Services will provide a report of unstaffed hours to the COUNTY Project Manager by the 15th calendar day of each month.

26 Use of Inmates in the Provision of Health Care Services. Inmates will not be employed or otherwise engaged in the direct rendering of any health care services.

27 Subcontracting and Delegation. In order to satisfy its obligations hereunder, Recon Healthcare Services will engage certain health care professionals as independent contractors rather than as employees, and COUNTY expressly consents to such subcontracting or delegation within the limits specified in Article 2.4(A) above. As the relationship between Recon Healthcare Services and these health care professionals will be that of independent contractor, Recon Healthcare Services will not be considered or deemed to be engaged in the practice of medicine or other profession's practices by these professionals, and Recon Healthcare Services will not exercise control over the manner or means by which these independent contractors perform their professional duties. However, these professional independent contractors shall provide professional insurance as required and specified in Article 10 of this Agreement. Recon Healthcare Services shall provide a copy to COUNTY upon request. Further, any actions/omissions of these independent contractors are still subject to indemnification by Recon Healthcare Services as described in Article 10.3 herein.

28 Discrimination. Recon Healthcare Services agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1984 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities, or the Nevada Revised Statute (NRS) 613.330 Equal Employment Opportunity.

ARTICLE 3: ACCREDITATION

3.1 Use of Accreditation Standards. Recon Healthcare Services hereby acknowledges and agrees to meet accreditation standards set forth by the National Commission of Correctional Healthcare (NCCHC) on behalf of the COUNTY. COUNTY agrees, to the extent permitted by Applicable Law, to facilitate and prioritize Recon Healthcare Services policies and procedures

required for continued compliance of said standards. COUNTY hereby acknowledges and agrees that accreditation standards set forth by the American Correctional Association (ACA) cannot be met on a part time basis and therefore, COUNTY, to the extent permitted by Applicable Law, releases Recon Healthcare Services and its Affiliates, and its and their employees, agents and representatives from any and all liability, damage, loss, cost, or expense incurred from lack of accreditation.

ARTICLE 4: EDUCATION AND TRAINING.

4.1 Inmate and Staff Health Education. As part of our services, Recon Healthcare Services will provide education materials for Inmates and correctional officers at the Facility geared toward the objective of raising the level of Inmate health and health care. The health care education materials will include, at COUNTY'S request, programs in first aid, signs and symptoms of chemical dependency, reactions to medical emergencies, a mental health/suicide prevention program, contagious diseases, and any other programs identified by the Facility or COUNTY.

4.2 County Staff EMR Training. Pursuant to Article 5 of this agreement, Recon Healthcare Services will make every effort to train non-medical COUNTY staff, previously designated and authorized as per COUNTY policy, on the use of Recon Healthcare Services' Electronic Medical Record management system for the sole purpose of afterhours inquiries or to search for medical information any time medical personnel is not available on site. COUNTY agrees to and understands the part-time nature of the medical services being provided, and as such, use/access to the EMR shall not constitute approval, endorsement, or otherwise authorization by Recon Healthcare Services to perform medical services by non-medical staff in the absence of its health care professionals.

ARTICLE 5: REPORTS AND RECORDS

5.1 Medical Records. Recon Healthcare Services will be responsible for maintaining a comprehensive, accurate medical record for each inmate who has received health care services at the facility. This medical record will be maintained pursuant to applicable law and will be kept separate from the inmate's confinement record. A summary of the applicable medical record will be available to accompany any inmate who is transferred from the Facility to another location for off-site services or who is committed permanently or temporarily to another correctional facility. Medical records will be kept confidential, and Recon Healthcare Services will follow COUNTY's policy with regard to access by inmates and Facility staff to medical records, subject to applicable law regarding confidentiality of such records. No information contained in the medical records will be released by Recon Healthcare Services except as provided by COUNTY's policy, by a court order, or otherwise in accordance with applicable law. Inmate medical records are and will remain the property of COUNTY.

5.2 Electronic Medical Records. Recon Healthcare Services will implement the keeping of inmate medical records in electronic format using Recon Healthcare Services' preferred electronic healthcare record system. This electronic medical record system will be fully functional no later than day one of the start of provision of services.

5.3 Regular Reports by Recon Healthcare Services to COUNTY. Recon Healthcare Services

shall provide to COUNTY, on a date and in a form mutually acceptable to Recon Healthcare Services and COUNTY, monthly and annual reports relating to care and services rendered under this Agreement. Such reports shall be submitted on a regular, periodic, or on an as-requested basis, to be determined by the mutual agreement of Recon Healthcare Services and COUNTY.

54 Recon Healthcare Services' Records Available to COUNTY with Limitations on Disclosure. Subject to Article 5.1 and 5.3, Recon Healthcare Services shall make available to COUNTY, at COUNTY's request and at no cost, all records, documents and other papers relating to the direct delivery of health care services to inmates hereunder, to include the delivery of health care services to an inmate that is an issue in any claim or litigation by or against COUNTY, Recon Healthcare Services, or their agents, contractors, or employees. COUNTY understands that many of the systems, methods, procedures, written materials, computer programs and other controls employed by Recon Healthcare Services in the performance of its obligations hereunder are proprietary in nature and will remain the property of Recon Healthcare Services. During the term of this Agreement and after its termination, information and/or documentation concerning this proprietary material may not be used, distributed, copied, or otherwise utilized by COUNTY except as required by law.

55 COUNTY's Records Available to Recon Healthcare Services with Limitations on Disclosure. During the term of this Agreement, and for a reasonable time thereafter, COUNTY will provide Recon Healthcare Services, at Recon Healthcare Services' request, COUNTY's records relating to the provision of health care services to inmates as may be reasonably requested by Recon Healthcare Services or as are pertinent to the investigation or defense of any claim related to Recon Healthcare Services' conduct and performance. Consistent with applicable law, COUNTY will make available to Recon Healthcare Services such records as are maintained by COUNTY, hospitals and other outside health care providers involved in the care or treatment of inmates, to the extent COUNTY has any control over those records, as Recon Healthcare Services may reasonably request. Any such information provided by COUNTY to Recon Healthcare Services that COUNTY considers confidential shall be kept confidential by Recon Healthcare Services and shall not, except as may be required by law, be distributed to any third party without the prior written approval of COUNTY.

ARTICLE 6: SECURITY

61 General. Recon Healthcare Services and COUNTY understand the importance of security services to the safety of the agents, employees and subcontractors of Recon Healthcare Services as well as for the security of inmates and COUNTY's staff, consistent with the correctional setting. Accordingly, both COUNTY and Recon Healthcare Services will cooperate with each other in addressing security issues. COUNTY will use reasonable efforts to provide sufficient security to enable Recon Healthcare Services and its personnel to safely and adequately provide the health care services described in this Agreement, however, nothing herein shall be construed to make COUNTY, its deputies or employees a guarantor of the safety of Recon Healthcare Services' employees, agents or subcontractors, including their employees.

62 Security Override. In the event that Recon Healthcare Services recommends health care services for any inmate or Recon Healthcare Services recommends that an inmate be sent off-site for medical services, COUNTY will not interfere or override Recon Healthcare Services' health

care recommendations unless legal justification is provided.

63 Security During Transportation Off-Site. COUNTY will provide security in connection with the transportation of any inmate between the Facility and any other location for off-site services.

ARTICLE 7: OFFICE SPACE, EQUIPMENT, INVENTORY AND SUPPLIES

7.1 General. COUNTY agrees to provide Recon Healthcare Services with office space, facilities, equipment, and utilities at the Facility sufficient to enable Recon Healthcare Services to perform its obligations pursuant to this Agreement. COUNTY shall be responsible for providing substitute space, if reasonably available and necessary, should Recon Healthcare Services recommend that the designated facilities are inadequate for the purposes hereof or that the designated medical facility become unsafe for any reason.

72 Information Technology. Recon Healthcare Services will install, maintain, and support an information technology (IT) infrastructure within the facility. This infrastructure will be utilized only by Recon Healthcare Services' staff and authorized jail staff to support the provision of healthcare services within the facility. Pre-existing COUNTY information technology resources including computers, printers, network accounts, etc. will be discontinued for healthcare staff. In addition, all COUNTY computer equipment will be removed from the work areas of healthcare staff in order for Recon Healthcare Services IT provided equipment to be installed and utilized during the term of this Agreement.

73 Delivery of Possession. COUNTY will provide to Recon Healthcare Services, beginning on the date of commencement of this Agreement, possession and control of all supplies, medical equipment, and office equipment in place at the Facility health care unit which are COUNTY's property or in the possession of COUNTY, and detailed in Exhibit E. At the termination of this Agreement, Recon Healthcare Services will return to COUNTY, possession and control of said medical and office equipment, in working order, reasonable wear and tear excepted, which was in place at the Facility's health care unit prior to the commencement of services under this Agreement and detailed in Exhibit E. All medical supplies purchased for the performance of the Agreement shall be the property of COUNTY and shall remain on-site at the termination of the Agreement.

74 Equipment. Recon Healthcare Services will be responsible for the cost of new and/or replacement equipment. Recon Healthcare Services will be responsible for ongoing repair and maintenance of all medical and office equipment provided and owned by COUNTY for use by Recon Healthcare Services under this Agreement. Medical and Office equipment, computers, printers and other miscellaneous equipment purchased by Recon Healthcare Services during the term of this Agreement will remain the property of Recon Healthcare Services upon termination of this Agreement.

75 General Maintenance Services. COUNTY will provide for each inmate receiving health care services the same services provided by COUNTY for all inmates at the Facility including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services, and linen supplies.

ARTICLE 8: TERM AND TERMINATION OF AGREEMENT

8.1 Term. This Agreement shall commence at 12:00 A.M. on July 1st, 2026. The initial term of this Agreement shall be for five (5) years, ending at 11:59 P.M. on June 30th, 2031, with an option for two (2) additional one (1) year terms at the discretion of and mutual agreement of both parties.

8.2 Termination. Notwithstanding the provisions of Article 8.1, this Agreement may be sooner terminated on the first to occur of the following:

- A. Termination for Default. If either party determines that the other party has materially defaulted in the performance of any of its obligations under this Agreement, the non-defaulting party shall provide written notice of such default. If the defaulting party fails to cure the default within thirty (30) days after receiving such notice, the non-defaulting party shall have the right to immediately terminate this Agreement.
- B. Termination Without Cause. Recon Healthcare Services may terminate this Agreement without cause by providing not less than one hundred eighty (180) days prior written notice to COUNTY. Notice hereunder shall be provided pursuant to Article 11.3 of this Agreement.
- C. Termination for Failure to Appropriate Funding. In the event the COUNTY fails to appropriate requisite funds for any reason for any ensuing fiscal year(s) for payment of amounts due under this Agreement, necessitating termination of the Agreement by County, Recon Healthcare Services shall, upon receipt of a ninety (90) days advance written notice of termination, agree to hold the COUNTY free from any charge or penalty as a result of the termination, and neither party shall have any further obligation to the other upon the effective date of termination.

8.3 Responsibility for Inmate Health Care. Upon termination or expiration of this Agreement, all responsibility for providing on-site health care services to all inmates will be immediately transferred from Recon Healthcare Services to COUNTY.

8.4 Payment for Services Performed. In the event that this Agreement is terminated for any reason, COUNTY agrees to pay Recon Healthcare Services for services actually performed through the date of termination.

ARTICLE 9: COMPENSATION

9.1 Base Compensation. Compensation amounts to Recon Healthcare Services will be made in accordance to Article 9.3: Pricing Matrix. COUNTY will reimburse Recon Healthcare Services accordingly for the initial term of the agreement and subsequent yearly renewals, payable in equal monthly installments.

Recon Healthcare Services will bill COUNTY by the first day of the month for which services will be rendered, and COUNTY agrees to pay Recon Healthcare Services on or before the 15th day of the month in which services are rendered. In the event this Agreement should terminate on a date other than the end of a calendar month, compensation to Recon Healthcare Services will be pro-rated accordingly for the shortened month.

9.2 Renewal Period increase. Base compensation for the renewal periods subsequent to the

initial one (1) year term of this Agreement will be subjected to a 5% increase prior to the commencement of the renewal term. Other requests for pricing increases shall require written justification from Recon Healthcare Services. Consideration and approval will be at the sole discretion of COUNTY. Requests must be submitted in writing to the COUNTY no less than one hundred eighty (180) days prior to the expiration of the current agreement period.

9.3 Pricing Matrix.

Year 1 (July 1 st , 2026 – June 30 th , 2027)	\$ 909,988.76
Year 2 (July 1 st , 2027 – June 30 th , 2028)	\$ 955,488.20
Year 3 (July 1 st , 2028 – June 30 th , 2029)	\$ 1,003,262.61
Year 4 (July 1 st , 2029 – June 30 th , 2030)	\$ 1,053,425.74
Year 5 (July 1 st , 2030 – June 30 th , 2031)	\$ 1,106,097.03
Year 6 – Optional Extension (July 1 st , 2031 – June 30 th , 2032)	\$1,161,401.88
Year 7 – Optional Extension (July 1 st , 2032 – June 30 th , 2033)	\$1,219,471.97

9.4 Changes in the Law. If any statute, rule or regulation is passed, or any order issued, or any statute or guideline adopted or interpretation made, or additional Facility opened, that materially changes the scope of services or increases the cost to Recon Healthcare Services of providing health care services hereunder, Recon Healthcare Services and COUNTY agree to negotiate additional compensation to be paid by COUNTY to Recon Healthcare Services as a result of such changes. Prior to negotiation, Recon Healthcare Services agrees to provide COUNTY information sufficient to evaluate the scope and necessity of and any increase in cost.

ARTICLE 10: LIABILITY AND RISK MANAGEMENT

10.1 Insurance. COUNTY, its officers, agents, employees and volunteers are to be covered with respect to vicarious liability arising solely and entirely out of the rendering of or failure to render professional services directly by an insured professional and provided that the alleged acts or omissions giving rise to the liability are otherwise covered by the policy.

- A. **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division prior to the start of work under this Agreement. COUNTY reserves the right to request additional documentation, financial or otherwise prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be approved by the COUNTY Risk Manager prior to the change taking effect.
- B. **Acceptability of Insurers:** Insurance is to be placed with insurers with a Best's rating of no less than A-. COUNTY with the approval of the Risk Manager may accept coverage with carriers having lower Best's ratings upon review of financial information concerning Recon Healthcare Services and insurance carrier. COUNTY reserves the right to require that the

Recon Healthcare Services' insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

- C. **Verification of Coverage:** Recon Healthcare Services shall furnish COUNTY with certificates of insurance and with original endorsements affecting coverage required by this agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms approved by COUNTY. All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by COUNTY before work commences. COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.
- D. **Sub-Contractors:** Recon Healthcare Services shall include all independent Sub-contractors as insured under its policies or furnish separate certificates and endorsements for each Sub-contractor. Sub-contractor shall be subject to all of the requirements stated herein.
- E. **Miscellaneous Conditions:**
 - 1. Recon Healthcare Services shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by Recon Healthcare Services, any Sub-contractor, or anyone employed, directed or supervised by Recon Healthcare Services.
 - 2. Nothing herein contained shall be construed as limiting in any way the extent to which Recon Healthcare Services may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Sub-contractors under it.
 - 3. In addition to any other remedies COUNTY may have if Recon Healthcare Services fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:
 - A. Order Recon Healthcare Services to stop work under this Agreement and/or withhold any payments which become due to Recon Healthcare Services hereunder until Recon Healthcare Services demonstrates compliance with the requirements hereof;
 - B. Purchase such insurance to cover any risk for which COUNTY may be liable through the operations of Recon Healthcare Services under this Agreement if Recon Healthcare Services is unable to comply with the insurance requirements, and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - C. Terminate the Agreement.
 - 4. Recon Healthcare Services shall purchase and maintain in force at all times during

the term of this Agreement, insurance with limits not less than indicated below.

A. Commercial General Liability Insurance: The minimum acceptable limits of liability insurance to be provided by such general liability insurance shall be as follows:

- Bodily Injury/Property Damage Insurance with limits of \$1,000,000 for each occurrence and a \$2,000,000 general aggregate.

B. Professional Liability Insurance: The minimum acceptable limits of liability to be provided by such professional liability insurance shall be as follows:

- \$1,000,000 per medical incident
- \$2,000,000 per annual aggregate per physician/dentist or other contractor insured
- \$3,000,000 per annual aggregate for corporate ancillary personnel

C. Umbrella (excess liability policy) or additional limits on foregoing risks:

- \$1,000,000.

5. Workers Compensation Insurance:

A. It is understood and agreed that there shall be no Industrial Insurance coverage provided for Recon Healthcare Services or any Sub-contractor by COUNTY. Recon Healthcare Services agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and NRS 617.210.

B. Should Recon Healthcare Services be self-funded for Industrial insurance, Recon Healthcare Services shall so notify COUNTY in writing prior to the signing of any agreement. COUNTY reserves the right to approve said retentions and may request additional documentation, financial or otherwise for review prior to the signing of any agreement.

C. Recon Healthcare Services shall maintain workers compensation and employers liability insurance. Workers' compensation shall meet all statutory requirements of the states in which Recon Healthcare Services operates and provides coverage under this agreement.

D. The employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease. Recon Healthcare Services waives all rights

against COUNTY and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by Recon Healthcare Services.

10.2 Hold Harmless. To the fullest extent permitted by law, Recon Healthcare Services agrees to indemnify, defend and hold harmless COUNTY, its agents, officers and employees, from and against all loss or expense, including but not limited to reasonable attorney's fees, for bodily injury, including death, and property loss or damage arising out of any wrongful act, negligence, or omission of Recon Healthcare Services, its agents, employees or subcontractors. Recon Healthcare Services will have no obligation to indemnify, defend and hold harmless COUNTY, its agents, officers and employees for any injury or damage cause by or resulting from the wrongful act solely cause by the negligence, or omission of COUNTY, its agents, employees or subcontractors. Recon Healthcare Services' obligations pursuant to this provision will not apply to any claim, liability, cost or expense incurred in connection with treatment of any Inmate's injury if such treatment occurred prior to the Inmate's custody by COUNTY or at any time the inmate was outside COUNTY's custody. Recon Healthcare Services' obligations pursuant to this provision will not apply to any claim, liability, cost or expense solely caused by the acts or omissions of any of COUNTY officers, agents, or employees which prevent an inmate from receiving medical care as directed by Recon Healthcare Services. COUNTY shall promptly notify Recon Healthcare Services of any incident, accident, claim or lawsuit of which COUNTY becomes aware that does or may potentially involve Recon Healthcare Services, and shall fully cooperate in the defense of such claim. Recon Healthcare Services may retain sole control of the defense while the action is pending should it so choose. Recon Healthcare Services further agrees to indemnify, defend and hold harmless COUNTY, its agents, officers and employees from and against all claims or liability for compensation arising out of injuries sustained by any employee or agent or subcontractor or subcontractor's employee of Recon Healthcare Services. Recon Healthcare Services further agrees to indemnify, defend and hold harmless COUNTY, its agents, officers and employees from and against all claims or liability for compensation arising out of costs, damages, expenses, fines, penalties (including legal fees and costs), or other liabilities, resulting from or related to the creation, use, receipt, storage and/or transmission of Protected Health Information (PHI) under HIPAA, state privacy laws, and/or any other foreign or domestic, federal, state or local law or regulation. Recon Healthcare Services acknowledges sole responsibility for the maintenance and security of PHI and HIPPA protected data. This provision shall survive the termination or expiration of this Agreement.

10.3 Indemnity. To the extent permitted by law, Recon Healthcare Services shall indemnify, and hold harmless the COUNTY, the Sheriff, and all County Agencies, including public officials, and employees acting in the course of their employment (the "Indemnified Parties"), from any and all claims, damages, lawsuits, costs, judgments, expenses, and any other liabilities that may arise from the related Recon Healthcare Services' performance of the work required under this Agreement and including Recon Healthcare Services' employees and agents, provided, however, that Recon Healthcare Services shall have no obligation to indemnify the COUNTY, the Sheriff, and/or all COUNTY Agencies, to include any employees, agents or contractors for any losses, damages and/or injury arising out of or resulting from a negligent or intentional act or acts or other omission(s) attributable to the COUNTY or its agents, or for any claim arising out of: (1) the COUNTY, its employees or agents preventing an inmate from receiving medical care ordered by

Recon Healthcare Services or its agents or (2) failure by the COUNTY, its employees, or agents to promptly refer an ill or injured inmate to Recon Healthcare Services for treatment. Recon Healthcare Services' obligation under this Article includes the indemnification of the Indemnified Parties from any and all claims, damages, lawsuits, costs, judgments, expenses, and any other liabilities that may arise from a breach of Recon Healthcare Services' EMR System, and any and all copyright claims, damages, lawsuits, costs, judgments, expenses or liabilities associated with Recon Healthcare Services' use of the EMR System.

In settling any claim made against at least one Indemnified Party, Recon Healthcare Services shall use Reasonable Efforts to have any and all Indemnified Parties dismissed as a party rather than have a settlement entered against the Indemnified Parties. "Reasonable Efforts" means, with respect to a given obligation, the efforts that a reasonable person in Recon Healthcare Services' position would use to comply with that obligation as promptly as possible.

10.4 Limited Liability. 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. Damages for any contract breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Recon Healthcare Services, for the Fiscal Year budget in existence at the time of the breach. Recon Healthcare Services' tort liability shall not be limited.

ARTICLE 11: MISCELLANEOUS

11.1 Independent Contractor Status. The parties acknowledge that Recon Healthcare Services is an independent contractor. Nothing in this Agreement is intended, nor shall be construed to create, an agency relationship, an employer/employee relationship, or a joint venture relationship among the parties.

11.2 Assignment and Subcontracting. Except as provided in Article 2.7, Recon Healthcare Services shall not assign this Agreement, or any of its rights or obligations under this Agreement, without the express written consent of COUNTY, which consent shall not be withheld provided the assignee is a qualified provider of services such as those to be provided hereunder and shall have equal or more financial resources than Recon Healthcare Services. Any such assignment or subcontract shall include all of the obligations contained in this Agreement. The parties hereby agree that various independent contractors serving as medical providers will be utilized in carrying out the obligations contained in this Agreement.

11.3 Notice. Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following address or to any other person at any other address as may be designated in writing by the parties:

Recon Healthcare Services:

Carlos L. Bonilla

Administrator
 Recon Healthcare Services, Inc.
 3708 Lakeside Dr. Suite 200
 Reno, Nevada 89509

With a copy to: CustomerService@ReconRHS.com

COUNTY:

Lyon County Sheriff's Office
 911 Harvey Ln.
 Yerington, NV 89447

With a copy to: _____

Notices shall be effective upon receipt.

11.4 Governing Law and Venue. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. Any litigation arising out of this Agreement shall be brought in a State Court in Lyon County, Nevada and/or in the United States District Courts for the District of Nevada.

11.5 Amendment. This Agreement may be amended or revised if approved by authorized parties, only in writing, and signed by all parties to this Agreement.

11.6 Waiver of Breach. The waiver by any party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

11.7 Other Contracts and Third-Party Beneficiaries. The parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that the Agreement is intended to be for their respective benefit only and not for the benefit of any non-party who might otherwise claim to be deemed to constitute a third-party beneficiary hereof.

11.8 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect.

11.9 Force Majeure. Neither party shall be held responsible for any delay or failure in performance, other than payment obligations and provision of medical, dental, and nursing services, to the extent that such delay or failure is caused by fire, riot, flood, explosion, war, strike, embargo, government regulation, civil or military authority, or act of God.

11.10 Effect of This Agreement. This Agreement, including the attachments, and documents previously incorporated herein as the Proposal and Exhibits, constitutes the complete understanding between the parties with respect to the terms and conditions set forth herein and supersede all previous written or oral agreements and representations. This Agreement may be modified only in a writing that expressly references this Agreement and is executed by all of the parties hereto.

11.11 Survival. The provisions of this Agreement pertaining to the obligation to pay for services rendered pursuant to this Agreement shall survive the termination of this Agreement.

11.12 EMR. Recon Healthcare Services will provide its electronic medical records software system ("software") for use in the Facility. Recon Healthcare Services shall maintain ownership of this software and COUNTY shall be entitled to quantitative and select information as required by COUNTY. At the termination or expiration of this Agreement, Recon Healthcare Services shall remove the software. All inmate medical information contained by the software should be provided to COUNTY in some media format acceptable to COUNTY's new provider.

During the term of the Agreement, COUNTY shall keep this software and all information pertaining to it confidential at all times. Furthermore, COUNTY agrees that it will not:

- (i) Lease, loan, resell, sublicense or otherwise distribute the software to parties who are not COUNTY governmental entities;
- (ii) Permit third-party access to, or use of, the software, except as permitted in within this Agreement;
- (iii) Create derivative works based on the software;
- (iv) Reverse engineer, disassemble, or decompile the software; or
- (v) Remove any identification or notices contained on the software.

COUNTY and/or Facility will notify Recon Healthcare Services in the event either party becomes aware of any unauthorized third-party access to, or use of, the software.

Recon Healthcare Services shall be responsible for providing a firewall, maintenance, backup data, virus corruption, and licenses for this software.

11.13 PREA Compliance. Recon Healthcare Services will maintain compliance with the Justice Department's Prison Rape Elimination Act (PREA) final ruling of May, 2012, and subsequent rulings as applicable, to include staff training, prevention planning, screening, and reporting standards.

11.14 Enforcement. In the event any party incurs legal expenses or costs to enforce the terms of this Agreement, each party shall be responsible for its own costs.

11.15 Compliance with Laws. The parties hereto expressly acknowledge that it has been, and continues to be, their intent to comply fully with all federal, state and local laws, Court Orders, rules, and regulations. In the event of any legislative or regulatory change or determination, whether federal or state, that has or would have a significant adverse impact on either party thereto in connection with the performance of its obligations, or should any party be deemed for any reason to be in violation of any statute or regulation arising from this Agreement, this Agreement shall be renegotiated to comply with the applicable provisions of the current law.

11.16 Confidentiality. It is understood that in the course of the engagement established under this Agreement, each party may learn of or obtain copies of confidential or proprietary software, systems, manuals, documents, protocols, procedures, or other materials developed by or belonging to the other party, and not generally available to the public (hereinafter referred to as "Confidential Information"). All Confidential Information shall be and remain the property of the party originally having ownership thereof. Neither party will, without the express written consent of the other party, use the Confidential Information of the other party, except as expressly contemplated by this Agreement, and the receiving party shall cease all use of the other party's Confidential Information upon the termination or expiration of this Agreement. Except as required by law or legal process, each party shall maintain the confidentiality of the Confidential Information provided hereunder, and shall not disclose such information to third parties. This provision shall survive the termination or expiration of this Agreement.

11.17 Compliance with Applicable Laws. Should COUNTY be awarded federal funds of which a portion are used in relation to this Agreement, then Recon Healthcare Services' performance under this Agreement shall be in accordance with the applicable contract provisions for non-federal entity contracts under federal awards required under Appendix II to the Uniform Guidance and attached hereto as Exhibit D (the "Required Contract Provisions").

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

RECON TECHNOLOGIES, INC
DBA, RECON HEALTHCARE SERVICES

COUNTY

By: Carlos L. Bonilla
Position: Administrator

By: _____
Position: _____

Signature Date

Signature Date

EXHIBIT A

Recon Healthcare Services' Seven-Day Coverage Proposal submitted on January 11th, 2021

Proposed Amendment for Medical Services at Lyon County Detention Facility: Seven-Day Coverage

Prepared by

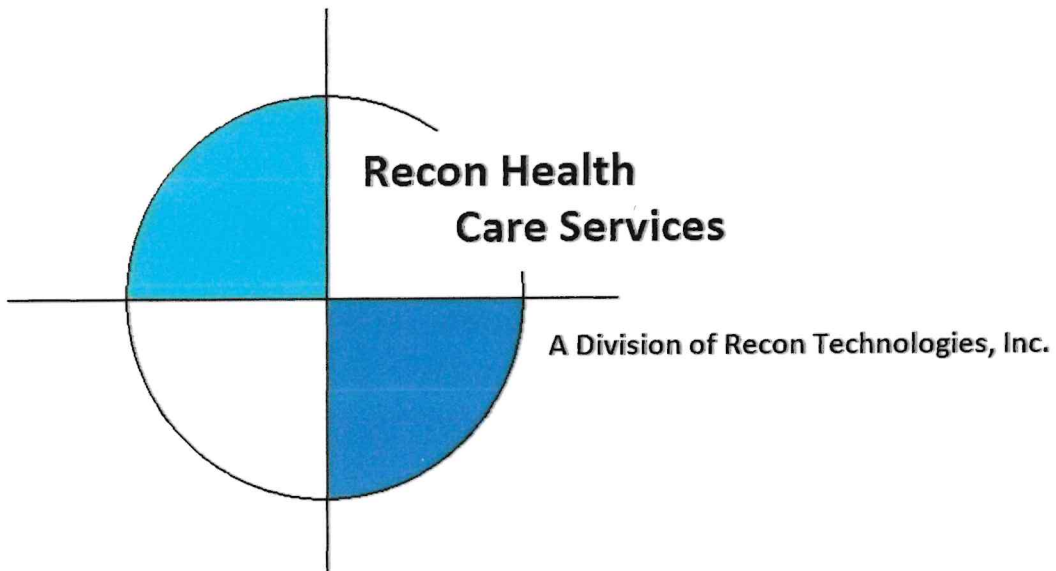


Table of Contents

<i>Objective</i>	3
<i>Staffing Changes</i>	3
<i>Screening/Booking and Access to Treatment</i>	4
<i>Booking/Observation Area</i>	4
<i>Sick call</i>	4
<i>Segregation housing units</i>	5
<i>Medication Administration</i>	5
<i>Outpatient services</i>	5
<i>Discharge planning</i>	5
<i>Term of Contract</i>	6
<i>Cost / Pricing</i>	6

Objective

This draft is intended to complement and amend our previous proposal submitted on May 28th, 2019 and approved by Lyon County Commissioners on July 18th, 2019. Its purpose is to request the expansion of the scope of medical services that are currently being provided at the Lyon County Detention Facility by Recon Healthcare Services (RHS). Only areas affected by staffing changes are addressed in this draft. For a full range of services provided to the facility, please refer to the original proposal. The proposed amendments in this draft are aimed at individuals with the authority to designate a medical contractor and define the range of medical services at the County's Detention Facility.

Currently, medical services are being provided on a limited basis at the Jail and uniformed staff continue to administer medications on weekends. Lyon County is still bearing a large portion of the overall liability as it relates to medical care. We wholeheartedly believe the county is better served by allowing Recon Healthcare Services to provide our full range of services, all seven days of the week, in order to improve the quality and provision of medical services while reducing the county's legal exposure.

Staffing Changes

Recon Healthcare Services will provide Lyon County's Detention Facility with on-site, medical staff for 12 continuous hours per day, 7 days per week, during a contract term as defined in this proposal. Continuous observation for inmates housed in the Booking/Observation areas and after-hour's medical care will continue be the responsibility of the County.

Our staffing model will continue to include a full time working Vice President, Chief Nursing Administrator (N.A.), and assistant to the administrator who will oversee education protocols, infection control, and quality assurance in order to meet State and Federal guidelines on a daily basis. Our Nursing staff will be directly responsible for ensuring that each medical department performs at optimal levels.

Our staffing model is hereby amended as follows:

Medical Director: An off-site licensed physician will be provided to act as the Clinical Medical Authority for the facility. The Medical Director shall be the final authority for all medical decisions and be directly responsible for the clinical care of the inmates. Physician will oversee the nursing staff and be available to treat patients at the facility on a scheduled basis.

Doctor of Medicine in Dentistry (D.M.D): Recon Healthcare Services (RHS) will continue to contract the services of a local Dentistry Office to provide inmates with emergency dental care.

Mental Health Professional: Lyon County will maintain their current mental health services program and will continue to be responsible for mental health services provided to inmates/detainees.

Registered Nurses (RN's): Nursing staff will be composed of registered nurses and LPN's able to address the full range of medical services currently being provided at the facility. Staff will be

available full-time in the facility, all 7 days of the week, 12 hour shifts, and on an on-call basis as needed. Nurses will have proper training and experience in detention environment and be familiar with NCCHC's standards of care.

Screening/Booking and Access to Treatment

From a medical and legal stand point, there is an inherent need to allow for licensed, trained medical personnel to assess inmates shortly after admission to the facility. This has the potential to reduce/prevent medical emergencies, alert personnel of medical conditions that could be better addressed at inpatient facilities, reduce healthcare costs for the county, and decrease liability exposure for both the county and Recon Healthcare Services. Recon Healthcare Services will continue to provide a full medical assessment as per policies and procedures established during the implementation of the original contract. Said policies and procedures have been authorized by Jail Command Staff. As per Policy, and to ensure inmate safety, TB screening will continue to be provided to inmates before long term housing in the facility.

Booking/Observation Area

Evaluations of patients needing higher level of care but not requiring hospitalization will be performed by an RN as needed. The Booking/Observation area will be staffed by medical personnel 7 days per week but only during normal shift hours and will be used to house inmates that are suffering from short term illnesses, pre-and post-procedural care, post op surgical care, isolation, care of infectious disease processes, and long term and acute care of chronic illnesses.

Sick call

Sick call will be performed all 7 days of the week and prioritized based on patient's request and urgency of symptoms. During business hours, all sick call requests will be triaged within 3 hours of receiving. Patients will be queued for a doctor's appointment to evaluate all symptoms and prescription of medications accordingly. Symptoms that may be handled by an "over the counter (OTC)" medication will be triaged and addressed by an RN within 12 hours. Patients requesting sick call may be called to the infirmary or be seen in the medical housing unit.

Segregation housing units

Detainees in segregation, mental health housing, and protective custody will have daily access to health care and sick call. Availability and requests will be documented by a nurse. Segregation rounds will be performed by an RN daily or as needed. Deputies may request a sick call evaluation on patients' behalf.

Medication Administration

Medications will be administered to inmates by medical staff only, 7 days per week, and in housing units as prescribed by a Health Care Provider (HCP) and following all facility regulations and standards. Should medications be given outside the allotted time frame, said medications will be delivered and administered as deemed necessary by the prescribing HCP, or while conducting nursing assessments. Unexpected delays for the administration of medication will be handled on an individual basis with the collaboration of the facility staff, housing unit sergeant, and medical staff.

Outpatient services

Recon Healthcare Services will provide inmates with required labs to treat or diagnose ailments, infections, or other disorders while in detention. Toxicology labs used to gather criminal evidence, determine blood alcohol content, opiates, or other court evidence will be the county's responsibility. Specialty medical care, such as pregnancy services (with the exception of prenatal care), labor and delivery, dialysis, X-Rays, and other medical imaging, hospital stays, and emergency care will be the responsibility of the county.

Discharge planning

Nursing staff will be accountable for discharge planning for patients transferring to another facility or program, and or persons with newly diagnosed Mental Health illnesses.

The discharge planner will obtain all pharmaceutical orders from the HCP for a supply of medications to be administered during transport or until the receiving facility has enough time to evaluate patient's current diagnosis and treatment plan. The medication supply will provide for no more than a 7 day period, unless other arrangements are made. The discharge planner will notify the required community services or agencies of patients' treatment needs for continuity of care.

Term of Contract

Recon Health Care Services expects the initial contract period to be in place for three (3) years with an optional two (2) one (1) year extensions. If during this period, Lyon County shows just cause to terminate the contract (i.e., failure to provide Medical services to standards of contract, State, or Federal guidelines, or failure to fully disclose monthly/quarterly reporting and accountability of quality measures and reports as requested by Lyon County Detention Facility), Recon Healthcare Services will release Lyon County and all associated parties requesting termination of services of any and all liability.

Cost / Pricing

Based on the medical services detailed in this proposal, Recon Healthcare Services has calculated the cost of the contract to be **\$648,000.00 per year** for the first contract year. A standard yearly rate increase of 5% will be added to the cost of the contract in order to mitigate the ever rising costs of services and account for the cost/probability of wages, the needs of the facility, inmates, and staffing. The total cost of the contract reflects the provision of medical services for up to 100 inmates/detainees. Special consideration will be given to the facility for unexpected overage not to exceed 10 percent of maximum. However, should census exceed 100 inmates for 3 months in a row, Recon HealthCare Services shall reserve the right to renegotiate the contract accordingly. Other costs might be renegotiated as well based on usage of services and upon budget evaluation.

EXHIBIT B

Recon Healthcare Services' Mental Health Proposal submitted on January 11th, 2021

Mental Health Model Proposal for Lyon County Jail

Introduction:

Mental Health Services are a fundamental part of the overall healthcare and welfare of the inmate. A large portion of the inmate population suffers from mental illnesses and proper mental care is statistically likely to decrease reoffending behaviors while providing inmates with the coping mechanisms to live a better, more fulfilling, and productive life.

Through our Mental Health program, inmates requiring mental health services will receive individualized behavioral and psychotropic supports. The program's main purpose is to address challenging behaviors while focusing on changing the physical/interpersonal environment and a person's skill deficits so that the individual is able to meet his/her needs without having to resort to offending behaviors.

Scope of Services:

Recon Healthcare Services will be responsible for providing Mental Health services and programs tailored to meet or exceed standards set by the American Psychiatric Association. Our mental health professionals will establish well-balanced programs that are essential to the positive rehabilitation of inmates.

An established psychiatric provider will assess, evaluate, prescribe, and manage medications for those with mental illnesses. Mental health appointments will be provided as initial evaluations and follow ups. Counseling, group therapy, psychotherapy, cognitive, or other types of outgoing therapy are not included in this proposal. Psychotropics and other mental health medication will be the responsibility of Recon Healthcare Services and are included in this proposal to address new prescriptions and outgoing medication. The medication cap under section 1.10 of the Services Contract will be increased to \$45,000.00 to account for this change.

Methodology:

Tele-psychiatry should be the ideal method to assess and evaluate those with mental health concerns. Medical charting for all mental health encounters will be provided through the existing EMR.

All inmates on psychotropic medications at the time of admission will be evaluated by a mental health provider within 7 days of referral. Special consideration will be given to emergency cases.

Nursing may continue the psychiatric medication regimen of an inmate that already has a prescription at the time of admission (**only if prescription is properly verified**) and queue the inmate for an initial evaluation with the mental health provider.

Follow ups will be determined by provider and will be dependent on the level of monitoring required. Follow-ups may be sooner if situation dictates (medical will assist with monitoring).

Appointments for initial evaluations and follow-up visits will be scheduled weekly on Fridays. On-Call will be available for psychiatric emergencies or immediate concerns (i.e. suicide, mental health seclusion, clinically ordered restraint, medication orders, etc.).

Referrals for evaluations can be made by other providers, nurses, psychologist, or other mental health worker for medication considerations or adjustments if needed.

Those on Suicide Watch should be seen by provider ASAP but maintained on safety watch until then. Only a qualified Mental Health professional can discontinue a suicide watch.

Current medication and drug withdrawal protocols are being managed by and will continue to be managed by medical.

Inmates should be offered therapy and other psychological services after incarceration. Access to social/caseworkers may also be helpful for bridging mental health resources and addressing concerns when inmates are being released. Referrals to the FAST team will be made when appropriate.

Risk Assessment and justification for services:

Patient Safety: Mental health is just as important as medical health. Inmates must receive psychiatric evaluations and follow-up care when on psychotropic medications. Psychotropics must be managed just as extensively as any other medication for patient safety and to mitigate liability to the facility who is ultimately responsible for the care of that patient.

Coordination of Services: Coordination of Mental and healthcare services is paramount to early detection and intervention of mental disorders. By combining and delivering care across our multiservice platforms, inmates will benefit from the experience and diversity of each of our team members' professional disciplines.

Custody/Staff/Inmate Safety: Proper management of mental health is not only a concern for the individual but needs to be addressed for the safety of staff and other inmates, as well as the need to maintain efficient operations and structure in the facility. The highly unpredictable nature of the correctional environment makes mental health management more challenging.

Scope of Practice: Responsibilities of mental health issues and concerns should remain within the appropriate clinician's scope of practice (proper scope being medical provider managing medications specific to their training and certification, discontinuation of certain mental health watches requiring provider orders, clinical orders for physical/chemical restraints, and appropriate clinician notification and follow-up of more acute/emergent mental health related disorders – all should be handled by a psychiatric provider). Violation of clinician's scope of practice is a patient safety concern and liability to the clinician as well as to the facility allowing the violation to happen.

Appropriate Coverage: Due to the unpredictable nature of a correctional environment, reasonable responses and actions from appropriate clinicians and other staff need to be considered for patient safety and to mitigate liability to the facility.

Mental Health Program: Establishment and implementation of appropriate mental health policies and procedures should be in place to improve and ensure adequate coverage and capability for mental health concerns.

Continuity of Care: Incarcerated individuals need continuity of care in all aspects of mental health when entering or leaving. This includes continuation of recommended treatments and medication management both medical and psychiatric.

Growing Concern: Mental health has shown a need for parity with medical services. Mental health treatment has lacked nation-wide, especially in Nevada, which has been ranked as one of the worst states when it comes to mental health services being offered to those in need and one of the lowest patient-to-psychiatric provider ratio. Corrections has been a key element in identifying and treating those with mental health illnesses since a substantial percentage of those with severe mental illnesses end up incarcerated. This shows the need for public interest and therefore needs to be recognized as a public safety issue.

Price:

Based on the mental health services detailed in this proposal, Recon Healthcare Services has calculated the cost of the contract to be \$65,000 per year for the first contract year. A standard yearly rate increase of 5% will be added to the cost of the contract in order to mitigate the ever-rising costs of services and account for the cost/probability of wages, the needs of the facility, inmates, and staffing.

The total cost of the contract reflects the provision of mental health services for up to 100 inmates/detainees. Special consideration will be given to the facility for unexpected overage not to exceed 10 percent of maximum. However, should census exceed 100 inmates for 3 months in a row, Recon HealthCare Services shall reserve the right to renegotiate the contract accordingly. Other costs might be renegotiated as well based on usage of services and upon budget evaluation.

EXHIBIT C

Recon Healthcare Services Staffing for Lyon County, NV	
Position Title	FTE
Health Services Administrator (off site)	1.000
Director Of Nursing (RN) (Off site)	1.000
Medical Director (Per Diem)	0.250
NP/PA Clinic (Per Diem)	0.250
Intake Nurses (RN) - Medical/Mental Health	0.500
Intake EMT	0.000
Charge Nurse (RN)	1.000
Registered Nurse (Sick Call)	0.500
AC-4 Nurse (LPN)	0.000
Mental Health Professional	0.000
Psych RN	0.500
Discharge Planner	0.000
Psychiatric NP	0.500
Administrative Assistant (off site)	2.000
Medical Assistant/Phlebotomist	0.000
Dentist (Off Site)	0.250
Dental Assistant (Off Site)	0.250
Medication Nurses (LPN)	0.500
OB/GYN Clinic	0.000
Night Shift	
Intake Nurses (RN) - Medical/Mental Health	0.000
Intake EMT	0.000
Charge Nurse (RN)	0.000
Medication Nurses (LPN)	0.000
AC-4 Nurse (LPN)	0.000

Total FTEs 8.500

EXHIBIT D

Required Contract Provisions Incorporated by Reference

Appendix II to Part 200 — Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

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

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

EXHIBIT E

County Medical Equipment Inventory List

Item	Brand	Model#	Qty	Serial/Lot	Serial/Lot
Semi-Conductor Refrigerator	Culinair	AF1005	1	506027765	
Pulse Oxytemer with reusable finger pro	DynaMed	3300DYN	1	AB05031438	
Medical Stetoscope	Littman		2		
Blood Presure Reader with reusable arm	Good Neighbor Pharmacy	BP3NL1	1	16121510594	
Blood Glucose Monitoring System	Embrace	59106000144	1	86312938	
Blood Glucose Monitoring System	FreeStyle	CAGM223-31586	1		
Eye/ear exam tools	ADC		1		
Medical Scale	Health-O-Meter		1		
EMT Bag			1		
Compressor Nebulizer	Salter Labs	8350	2	1110659	1813702
Examination Table			1		
Blood Presure Reader with reusable arm	WelchAllyn		1	1.21126E+11	
Eye/ear exam tools	WelchAllyn		1		
Medical Thermometer	WelchAllyn		1		
Oxygen Concentrator	Devilbiss	303DZ	1	T44626DZ	
Compressor Nebulizer	Respironics	HS456	1	C3091676129	

END OF CONTRACT

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: September 17, 2026

Agenda Item Number:

11.n

Subject:

For Possible Action: Approve an interlocal agreement with the Lyon County School District to purchase the fuel station at the Silver Springs Road Yard in the amount of \$12,500.

Summary:

When the County and School District entered into a joint-use agreement for the Silver Springs Road Yard maintenance shop, the School District installed a fuel station at the Silver Springs Road Yard that both entities have been using. Recently, the School District has constructed its own maintenance facility and fuel station on their own property in Silver Springs and would like to sell the existing fuel station to the County. It is beneficial to the County to own that station and continue to use it.

Financial Department Comments:

This was included in the budget for the Road Fund this fiscal year.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Approve an interlocal agreement with the Lyon County School District to purchase the fuel station at the Silver Springs Road Yard in the amount of \$12,500.

ATTACHMENTS

- [Agreement for the Silver Springs Fuel Station Purchase](#)

**INTERLOCAL CONTRACT FOR THE
PURCHASE OF THE SILVER SPRINGS ROAD YARD FUEL STATION**

This Contract is made by and between Lyon County, a political subdivision of the State of Nevada, and the Lyon County School District, a political subdivision of the State of Nevada.

RECITALS

WHEREAS, the parties are public agencies under NRS 277.100, and NRS 277.180 provides that any one or more public agencies may contract with another public agency to perform any governmental service, activity or undertaking which any of the contract agencies is authorized by law to perform; and,

WHEREAS, each party is authorized by the laws of the State of Nevada to perform or undertake numerous governmental functions and responsibilities as separate legal entities; and,

WHEREAS, Lyon County wishes to purchase the fuel station owned by the Lyon County School District and located at the Lyon County Silver Springs Road Yard; and,

WHEREAS, the Lyon County School District originally installed and purchased the fuel station and placed it in the Lyon County Silver Springs Road Yard and now wishes to sell the fuel station, which includes one card reader, two fuel pumps, plumbing and the double walled fuel tank.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows,

1. Purchase. The County agrees to purchase the fuel station “AS IS” at the Silver Springs Road Yard from the Lyon County School District for a sum of \$12,500.

2. Payment. Lyon County shall pay the purchase price within thirty (30) days of the date that the last party approves this agreement.

3. School District Use of Fuel Station. The Lyon County School District may use the fueling station on a limited basis in the event that the School District does not have sufficient fuel to meet the School District’s needs. The Lyon County School District shall be obligated to pay for all fuel that is pumped for School District vehicles. In the event that the card reader is not working the School District must receive approval from the Lyon County Roads Director prior to obtaining any fuel from the fueling station.

2. Indemnification. Each respective party agrees to indemnify and hold harmless the other party, to the extent provided by law, including, but not limited to, NRS Chapter 41, from and against any liability arising out of the performance of the Contract caused by any act or omission of its own officers, agents and employees.

3. Governing Law. The laws of the State of Nevada shall be applied in interpreting and construing this Contract.

4. Entire Agreement. This Contract constitutes the full and final agreement between the parties and shall not be modified except in writing and shall be signed by both parties.

Agreed to:

DATED: _____

LYON COUNTY SCHOOL DISTRICT
BOARD OF TRUSTEES

Approved as to form:

By: _____
Chairman

By: _____
Attorney

DATED: _____

LYON COUNTY BOARD
OF COUNTY COMMISSIONERS

Approved as to form:

By: _____
Chairman

By: _____
District Attorney

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: September 17, 2026

Agenda Item Number:

12.a

Subject:

For Possible Action: Approve transfer of real property owned by Lyon County, located on Main Street, Silver City Nevada, APN 008-043-07, to the Comstock Foundation for History and Culture, a Nevada nonprofit corporation, with the condition that the property be used for charitable or civic purposes, and if it ceases to be used for those purposes, that the property will automatically revert to Lyon County. The transfer is without consideration. (District Attorney, Steve Rye)

Summary:

Lyon County owns a vacant parcel next to property owned by the Comstock Foundation for History and Culture. The Comstock Foundation requested that this property be conveyed to them for civic and charitable purposes. The property is adjacent to the historic Donavan Mill property and can be used for various purposes related to the preservation and history of that area.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Approve Transfer and authorize Chair to sign documents

ATTACHMENTS

- [Declaration of Value Form Comstock Foundation Gift Deed](#)
- [Lyon County to Comstock Foundation Gift Deed](#)

STATE OF NEVADA DECLARATION OF VALUE

1. Assessor Parcel Number (s)

- a) 008-043-07
b) _____
c) _____
d) _____

2. Type of Property:

- a) ☒ Vacant Land b) ☐ Single Fam Res.
c) ☐ Condo/Twnhse d) ☐ 2-4 Plex
e) ☐ Apt. Bldg. f) ☐ Comm'l/Ind'l
g) ☐ Agricultural h) ☐ Mobile Home
i) ☐ Other: _____ (please specify)

FOR RECORDERS OPTIONAL USE ONLY

Notes: _____

3. Total Value/Sales Price of Property:

Deed in Lieu of Foreclosure Only (value of property) \$2,500.00
Transfer Tax Value: \$
Real Property Transfer Tax Due: \$2,500.00
\$9.75

4. If Exemption Claimed:

- a. Transfer Tax Exemption, per NRS 375.090, Section: _____
b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____ Capacity Grantor
Signature _____ Capacity Grantee

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: Lyon County
Address: 27 S. Main Street
City: Yerington
State: NV Zip: 89447

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Comstock Foundation for History and Culture
Address: P.O. Box 61
City: Virginia City
State: NV Zip: 89440

COMPANY/PERSON REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: Lyon County Manager Escrow #
Address: 27 S. Main Street
City: Yerington State: NV Zip: 89447

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

APN: 008-043-07
RPPT: \$9.75

When Recorded Mail to:
Comstock Foundation for History and Culture
P.O. Box 61
Virginia City, NV 89440

The undersigned affirms that this document
Does not contain a social security number.

GIFT DEED

THIS INDENTURE made this 17th day of September, 2026, by and between the COUNTY OF LYON, a Political Subdivision of the State of Nevada, who acquired title as LYON COUNTY, First Party, and COMSTOCK FOUNDATION FOR HISTORY AND CULTURE, Nevada nonprofit corporation and corporation for public benefit as used in NRS 244.284, Second Party.

Whereas, the Board of Lyon County Commissioners approved the transfer of the real property herein at their duly noticed meeting held on September 17, 2026;

Whereas, the Board of Lyon County Commissioners finds that the Comstock Foundation for History and Culture is a Nevada nonprofit corporation and a “corporation for public benefit” as defined in NRS 82.021 and pursuant to the laws of the State of Nevada, and the Comstock Foundation intends to use the property for charitable or civic purposes;

That Lyon County does not have a use for the property and transfer to the Comstock Foundation for charitable and civic uses is in the best interests of Lyon County and such transfer will benefit Lyon County and its residents and visitors.

WITNESSETH:

That the said First Party, in consideration of the sum of ONE DOLLAR, in lawful money of the United States of America, paid by the Second Party, the receipt of which is hereby acknowledged, does by these presents release and gift and convey unto the Second Party, all the right, title and interest of the said First Party, in and to all the real property of land situate, lying and being in the County of Lyon, State of Nevada, and bounded and described as follows:

Lots 2 and 4, Block 27, shown on the map of the Townsite of Silver City made by Ross E Browne on file in the office of the Lyon County Recorder.

TOGETHER with all tenements, hereditaments and appurtenances thereunto belonging, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

In the event the Grantee uses the property for any purpose other than charitable or civic purposes, then the Land and all improvements thereon shall automatically revert back to the Grantor. This language is meant to create a fee simple determinable estate with automatic reversion back to the Grantor.

Comstock Foundation joins in this Deed as evidence of its consent and agreement to be bound by the covenants set forth above.

TO HAVE AND TO HOLD all and singular the said premises unto the said SECOND PARTY.

IN WITNESS WHEREOF, the said FIRST PARTY has here unto set his hand and affixed his Official Seal, the day and year first above written.

County of Lyon: COUNTY OF LYON

By: Scott Keller, Chairman
Lyon County Board of County Commissioners

Comstock Foundation: COMSTOCK FOUNDATION FOR HISTORY
AND CULTURE, a Nevada Nonprofit Corporation

By: Alexia Sober
Director

State of Nevada)
) ss.
County of Lyon)

On this 17th day of September, 2026, before me, a Notary Public, personally appeared, Scott Keller, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their official capacity on behalf of the County of Lyon.

Notary Public

State of Nevada)
) ss.
County of Lyon)

On this ____ day of September, 2026, before me, a Notary Public, personally appeared, Alexia Sober, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their official capacity on behalf of the Comstock Foundation for History and Culture, and Nevada nonprofit corporation.

Notary Public

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: September 17, 2026

Agenda Item Number:

13.a

Subject:

For Possible Action: Accept a grant award from the Nevada Health Authority, funded through the Rural Health Transformation Program established under the One Big Beautiful Bill Act of 2025, in the amount of \$4,289,351 for the period through August 30, 2027, to support emergency medical services and related health system improvements, including single-role EMTs/paramedics, ambulances, cardiac monitors, quick response vehicles, mechanical chest compression devices, motorized stretcher systems, medication inventory management systems and other consumable medical supplies, dispatch software, and an assessment of EMS and Human Services billing practices to identify opportunities to maximize billing revenue; and authorize the Lyon County Emergency Manager to sign the grant award.

(Emergency Management & Government Affairs Director, Taylor Allison)

Summary:

Financial Department Comments:

This grant will require subrecipient agreements and ongoing monitoring of the four fire districts within Lyon County. There may be costs associated with the monitoring.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

For Possible Action: Accept a grant award from the Nevada Health Authority, funded through the Rural Health Transformation Program established under the One Big Beautiful Bill Act of 2025, in the amount of \$4,289,351 for the period through August 30, 2027, to support emergency medical services and related health system improvements, including single-role EMTs/paramedics, ambulances, cardiac monitors, quick response vehicles, mechanical chest compression devices, motorized stretcher systems, medication inventory management systems and other consumable medical supplies, dispatch software, and an assessment of EMS and Human Services billing practices to identify opportunities to maximize billing revenue; and authorize the Lyon County Emergency Manager to sign the grant award.

ATTACHMENTS

- [RHTP BP1 Lyon County - Subaward Agreement](#)
- [RHTP From Dispatch to Doorstep EMS Program Overview](#)



State of Nevada
Nevada Health Authority
(hereinafter referred to as the Department)

Agency Ref. #: RHT-
IN226032
Dept / BA / CAT: 410-3247-11
GL: 8798
Reporting #: 93798R26
Sub GL:

NOTICE OF SUBAWARD

Program Name: Nevada Health Authority Jason Bleak, Agency Manager, j.bleak@nvha.nv.gov				Subrecipient's Name: Lyon County Taylor Allison, Emergency Management & Government Affairs Director, tallison@lyon-county.org			
Address: 4070 Silver Sage Dr Carson City, NV 89701-8510				Address: 34 Lakes Blvd Dayton, NV 89403			
Subaward Period: Upon Director's Approval through 8/30/2027				Subrecipient's: EIN: 88-6000097 Vendor #: T40156600 UEI #: UT4JJJ9N6L69			
Subaward Type: ☒ New, ☐ Amendment, ☐ Closeout Payment Terms: ☒ Reimbursement, ☐ Advance, ☐ Combination							
Purpose of Award: This project will support improved health outcomes, strengthening rural health care infrastructure, attract/retain more health care providers, and technology innovation across rural Nevada.							
Region(s) to be served: ☐ Statewide ☒ Specific county or counties: <u>Lyon County</u>							
Population (s) to be served:							
Approved Budget Category				FEDERAL AWARD COMPUTATION:			
1	Personnel	\$	\$34,717.00	Total Obligated by this Action:		\$	\$4,289,351.00
2	Travel	\$		Cumulative Prior Awards this Budget Period:		\$	0.00
3	Supplies	\$	\$81,600.00	Total Federal Funds Awarded to Date:		\$	0.00
4	Equipment	\$	\$1,647,254.00	Match Required ☐ Y ☒ N		\$	0.00
5	Contract/Consultant	\$	\$2,525,780.00	Amount Required this Action:		\$	0.00
6	Training	\$		Amount Required Prior Awards:		\$	0.00
7	Other	\$		Total Match Amount Required:		\$	0.00
TOTAL DIRECT COSTS		\$	\$4,254,634.00	Research and Development (R&D) ☐ Y ☒ N			
8	Administrative Costs	\$	\$34,717.00	Federal Budget Period: 12/29/2025 through 10/30/2026			
TOTAL APPROVED BUDGET		\$	\$4,289,351.00	Federal Project Period: 12/29/2025 through 10/30/2030			
				FOR AGENCY USE, ONLY			
Source of Funds: Office of Acquisitions and Grants Management, Rural Health Transformation Program, Big Beautiful Bill Act of 2025, Section 71401			% Funds: 100%	CFDA: 93.798	FAIN: RHTCMS332074	Federal Grant #: RHTCMS332074-01	Grant Award Date by Federal Agency: 12/29/2025
Agency Approved Indirect Rate: NA for the Department				Subrecipient Approved Indirect Rate: N/A for the Department			
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 Department 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. 7. Financial records, supporting documents, statistical records, and all other non-federal entity records pertinent to a Federal award must be retained for a period of three years from the state of submission of the final expenditure report or, for Federal awards that are renewed quarterly, or annually, from the date of submission of the quarterly or annual financial reports.							
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: Department Business Associate Addendum; Section H: Attachment A: Progress Reporting, Attachment B: Request for Reimbursement, & Attachment C: Budget Plan			
Name		Signature				Date	
Taylor Allison Emergency Management & Government Affairs Director							
Alicia Roman, Fiscal & Projects Officer Rural Health Transformation Program, NVHA							
Stacie Weeks Director, NVHA							

**STATE OF NEVADA
NEVADA HEALTH AUTHORITY
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. Nevada Health Authority (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. The Subrecipient must obtain prior written approval from the Department before making any material change to the approved scope of work, budget, work plan, performance period, key personnel, or approved activities.
 - a. Prior written approval is required for, at minimum: new or previously unapproved subawards; consultant, contractor, or contractual activities not previously approved; changes in key personnel or level of effort; changes in project scope; no-cost extensions; carryover requests; lifting of funding restrictions; removal or modification of corrective action or non-compliance plans; equipment and other capital expenditures requiring approval under 2 CFR 200.439; rearrangement or reconversion costs under 2 CFR 200.462; and budget revisions that exceed applicable federal or Department thresholds.
 - b. Verbal approval is not sufficient. The Subrecipient proceeds with any change requiring prior approval at its own risk until written approval is issued by the Department.
5. The Subrecipient acknowledges that funds awarded under this Agreement are federal financial assistance funds awarded to the State of Nevada through the Centers for Medicare & Medicaid Services ("CMS") under the Rural Health Transformation Program ("RHT Program"). The Subrecipient agrees to comply with all federal, state, and program-specific requirements applicable to the award, whether expressly stated in this Agreement or incorporated by reference.

The following documents and authorities are incorporated into this Agreement as binding requirements to the extent applicable to the Subrecipient's activities, costs, performance, reporting, administration, and use of funds:

- a. the CMS Notice of Award, including all standard, program-specific, and recipient-specific terms and conditions;
- b. the CMS Standard Grant and Cooperative Agreement Terms and Conditions;
- c. the CMS Rural Health Transformation Program Notice of Funding Opportunity, CMS-RHT-26-001;

**STATE OF NEVADA
NEVADA HEALTH AUTHORITY
NOTICE OF SUBAWARD**

- d. the State of Nevada's CMS-approved Rural Health Transformation Program application, work plan, budget, and any CMS-approved revisions;
- e. Public Law 119-21, Section 71401;
- f. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- g. 2 CFR Part 300 and other applicable HHS regulations;
- h. the HHS Grants Policy Statement;
- i. applicable HHS administrative and national policy requirements;
- j. applicable federal appropriations restrictions, civil rights requirements, audit requirements, cost principles, procurement requirements, property requirements, record retention requirements, reporting requirements, and subrecipient monitoring requirements;
- k. Nevada Department of Health and Human Services Grant Instructions and Requirements, to the extent applicable; and
- l. any additional written guidance, award condition, corrective action requirement, or approval issued by CMS or the Department that applies to the Subrecipient's award.

6. The Subrecipient shall perform all activities under this Agreement in accordance with the approved scope of work, approved budget, applicable funding limitations, allowable cost requirements, and performance expectations of the RHT Program. Federal funds may be used only for costs that are necessary, reasonable, allocable, allowable, adequately documented, not prohibited by the RHT Program, and consistent with the approved award.

The Subrecipient acknowledges that federal award requirements generally flow down to subawards and subrecipients unless a requirement expressly applies only to the prime recipient or unless the context clearly indicates otherwise. The Subrecipient shall comply with all applicable federal requirements and shall ensure that its contractors, consultants, lower-tier subrecipients, and other partners comply with all applicable requirements related to the activities or funds provided under this Agreement.

In the event of a conflict among applicable requirements, the most restrictive applicable requirement shall control, unless federal law or CMS written guidance requires otherwise. Federal statutes, regulations, the CMS Notice of Award, CMS-approved program terms, and the CMS Notice of Funding Opportunity shall control over inconsistent state guidance or subrecipient policies.

The Subrecipient understands that failure to comply with any incorporated requirement may result in corrective action, withholding of payment, disallowance of costs, recovery of funds, suspension, termination, referral to CMS or HHS oversight authorities, or any other remedy available under this Agreement, 2 CFR Part 200, CMS award terms, or applicable law.

7. The Subrecipient must maintain and comply with written standards of conduct and conflict-of-interest policies consistent with 2 CFR 200.112, 2 CFR 300.112, and applicable procurement requirements. The Subrecipient must promptly disclose to the Department any actual, potential, or apparent personal, organizational, financial, or other conflict of interest related to this Agreement, including conflicts involving employees, officers, agents, board members, consultants, contractors, lower-tier subrecipients, or partners. The Subrecipient must not proceed with an affected transaction or activity until the conflict has been disclosed and resolved to the Department's satisfaction.
8. The Subrecipient must maintain a valid Unique Entity Identifier and, when required, active SAM.gov registration for the period during which this Agreement is active and for any period during which federal funds remain available or reporting obligations remain outstanding. The Subrecipient must review and update SAM.gov information at least annually and more frequently if required by changes in information.
- a. The Subrecipient must promptly provide the Department with its UEI, EIN, Tax ID, National Provider Identifier if applicable, legal name, address, key personnel, and any other information needed for CMS, SAM.gov, FFATA, or subrecipient monitoring purposes.

Before issuing any lower-tier subaward, regardless of dollar value, and before entering into any covered procurement contract of \$40,000 or more, the Subrecipient must check SAM.gov to ensure the entity and its principals are not suspended, debarred, excluded, or otherwise ineligible to receive federal funds. The Subrecipient must require lower-tier subrecipients to perform the same checks. The Subrecipient must immediately notify the Department if the Subrecipient, any principal, key personnel, contractor, lower-tier subrecipient, or other covered party becomes suspended, debarred, excluded, or otherwise ineligible.

9. The Subrecipient must comply with all applicable federal civil rights and nondiscrimination laws, including Title VI of the Civil Rights Act of 1964 and 45 CFR Part 80; Section 504 of the Rehabilitation Act of 1973 and 45 CFR Part 84; Title IX of the Education Amendments of 1972 and 45 CFR Part 86, if applicable; the Age Discrimination Act of 1975 and 45 CFR Part 91; Section 1557 of the Patient Protection and Affordable Care Act and 45 CFR Part 92; and any other applicable HHS civil rights requirements. Compliance with these federal civil rights requirements is a material condition of receiving funds under this Agreement. The Subrecipient must ensure that its contractors, consultants, lower-tier subrecipients, and partners comply with applicable civil rights requirements.
10. Compliance with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
11. 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 \$1,000,000 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.**
12. 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

**STATE OF NEVADA
NEVADA HEALTH AUTHORITY
NOTICE OF SUBAWARD**

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).

13. 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 applicable federal suspension and debarment requirements, including 2 CFR 200.214, 2 CFR Part 180, 2 CFR Part 376, and any subsequent amendments, superseding regulations, or other applicable federal guidance in effect during the term of this Agreement.

14. Mandatory Disclosures

- a. The Subrecipient must promptly disclose, in writing, any credible evidence of a violation of federal criminal law involving fraud, bribery, gratuity violations, or false claims potentially affecting this award.
- b. The Subrecipient must submit such disclosure to the Department immediately upon discovery and must cooperate with the Department in making any required disclosure to CMS and the HHS Office of Inspector General.
- c. The Subrecipient must also promptly notify the Department of any investigation, audit finding, allegation, overpayment, misuse of funds, or other matter that may affect compliance with this Agreement or the federal award.
- d. Failure to make a required disclosure may result in corrective action, withholding of payment, disallowance of costs, recovery of funds, suspension, termination, or other remedies available under this Agreement, 2 CFR Part 200, or applicable federal law.
- e. The Subrecipient shall provide the Department, CMS, HHS, the HHS Office of Inspector General, the U.S. Government Accountability Office, the Comptroller General of the United States, and their authorized representatives timely access to facilities, personnel, financial records, electronic records, supporting documentation, contractor records, and lower-tier subrecipient records relating to this Agreement for purposes of monitoring, audit, investigation, evaluation, or other authorized oversight activities. Disclosures to HHS OIG must be submitted to MandatoryGranteeDisclosures@oig.hhs.gov or by fax to (202) 205-0604 with "Mandatory Grant Disclosures" in the subject line. The Subrecipient must also cooperate with the Department in making any required disclosures to CMS and HHS OIG and provide any information reasonably requested to support those disclosures.
- f. The Subrecipient must include this mandatory disclosure requirement in all lower-tier subawards and contracts funded under this Agreement.

15. The Subrecipient must comply with all applicable federal fraud, waste, and abuse requirements. Suspected fraud, waste, or abuse may be reported to the HHS Office of Inspector General, including through 1-800-HHS-TIPS.

The Medicare and Medicaid anti-kickback statute, 42 U.S.C. § 1320a-7b, is incorporated into this Agreement by reference. The Subrecipient shall not offer, pay, solicit, or receive remuneration in violation of applicable federal health care program requirements.

16. Privacy and Security of Health Information

- a. The Subrecipient must protect all personally identifiable information, protected health information, and confidential health information obtained, created, maintained, used, or disclosed under this Agreement.
- b. Before beginning any applicable program activity, the Subrecipient must maintain administrative, technical, and physical safeguards at least as protective as those required under HIPAA, including 45 CFR Parts 160 and 164, regardless of whether the Subrecipient is a covered entity or business associate.
- c. The Subrecipient must ensure that its contractors, consultants, lower-tier subrecipients, and other partners comply with these requirements. Any unauthorized use, disclosure, breach, or suspected breach must be reported to the Department immediately.

17. Employee Whistleblower Protections

- a. The Subrecipient must comply with applicable federal whistleblower protection requirements and shall inform its employees, in writing and in the predominant native language of the workforce, of their rights and protections against retaliation for reporting fraud, waste, abuse, violations of law, or other misconduct related to this award.
- b. The Subrecipient shall require its contractors and lower-tier subrecipients to comply with these requirements where applicable.

18. Prohibition on Certain Telecommunications and Video Surveillance Equipment or Services

- a. The Subrecipient must comply with 2 CFR 200.216 and may not obligate or expend funds under this Agreement to procure, obtain, extend, renew, or enter into any contract for covered telecommunications equipment, video surveillance equipment, or related services prohibited by federal law.
- b. This prohibition applies to the Subrecipient and to any contractors, consultants, lower-tier subrecipients, or partners paid with funds under this Agreement. The Subrecipient must include this requirement in all applicable lower-tier agreements and procurement documents.

19. Bankruptcy Notification

- a. The Subrecipient must notify the Department in writing within five (5) calendar days if the Subrecipient enters bankruptcy proceedings, whether voluntary or involuntary.

**STATE OF NEVADA
NEVADA HEALTH AUTHORITY
NOTICE OF SUBAWARD**

- b. The notice must include the filing date, court name, case number if available, copies of relevant pleadings, and a list of any federal grants, subawards, or cooperative agreements affected by the bankruptcy.

20. Procurement and Purchasing Standards

- a. The Subrecipient shall comply with all applicable federal, state, and Department procurement requirements when purchasing goods, equipment, supplies, services, consultant services, contracts, or other property using funds provided under this Agreement. At a minimum, the Subrecipient shall comply with the procurement standards in 2 CFR 200.317 through 2 CFR 200.327, as applicable, and shall maintain written procurement procedures consistent with those requirements.
- b. The Subrecipient shall conduct procurement transactions in a manner providing full and open competition and shall use the more restrictive of applicable federal requirements, Department requirements, or the Subrecipient's own written procurement policies. The Subrecipient shall not divide or structure procurements to avoid competition, documentation, prior approval, or other applicable thresholds.
- c. The Subrecipient shall maintain procurement records sufficient to document the history of each procurement transaction, including the procurement method used, contractor selection, contract type, basis for contract price, and any required approvals.
- d. Noncompetitive (sole-source) procurement may be used only when permitted under applicable federal requirements, including when the procurement qualifies as a micro-purchase, the item or service is available only from a single source, a public exigency or emergency will not permit competition, the Department or federal awarding agency authorizes the procurement in writing, or competition is determined inadequate after solicitation. The Subrecipient shall fully document the basis for any noncompetitive procurement and retain supporting documentation for monitoring and audit purposes.
- e. The Subrecipient shall obtain prior written approval from the Department before purchasing equipment, capital assets, or other items requiring approval under 2 CFR Part 200, the CMS award terms, or this Agreement. Equipment with a per-unit acquisition cost of \$10,000 or more shall be managed in accordance with applicable federal property requirements and Department instructions.
- f. In addition to any federal prior approval requirements, the Subrecipient shall obtain prior written approval from the Department before entering into any procurement transaction, contract, purchase order, consultant agreement, equipment purchase, technology purchase, or amendment funded under this Agreement with a total value of **\$50,000 or more**.

21. Appropriations and Salary Limitation

- a. The Subrecipient shall comply with all applicable federal appropriations restrictions incorporated into the federal award, including any limitations imposed by the U.S. Department of Health and Human Services (HHS) or the Centers for Medicare & Medicaid Services (CMS).
- b. Federal funds provided under this Agreement shall not be used to pay the salary of any individual at a rate in excess of the applicable HHS Executive Level II salary limitation in effect during the period in which the salary is earned. Any portion of an individual's salary that exceeds the applicable HHS salary limitation must be paid from non-federal funds and shall not be charged, directly or indirectly, to this Agreement.
- c. The applicable Executive Level II salary limitation shall be the rate in effect at the time the costs are incurred, as published by the U.S. Office of Personnel Management (OPM) or otherwise identified by HHS.

- 22. Five-Year Rural Service Commitment.** If any activity funded under this Subaward provides a direct, individualized recruitment, retention, relocation, scholarship, stipend, tuition assistance, certification, credentialing, residency support, fellowship support, or other workforce incentive or benefit to a member of the clinical workforce that is subject to the Rural Health Transformation Program's five-year rural service requirement, the Subrecipient shall ensure that each recipient enters into a written service commitment agreement before receiving the benefit. The agreement shall require the individual to provide clinical services in eligible rural communities for the required service period in accordance with CMS guidance and any additional requirements established by the Department. Whether a proposed activity is subject to the five-year service commitment shall be determined by the Department.

- 23. Service Commitment Monitoring Plan.** Prior to execution of this Subaward, or prior to implementation of any activity subject to the five-year rural service commitment, whichever occurs later, the Subrecipient shall submit a written Service Commitment Monitoring and Enforcement Plan to the Department for review and approval. The plan shall describe, at a minimum:
- a. criteria used to identify individuals subject to the service commitment;
 - b. execution and maintenance of written service agreements;
 - c. procedures for verifying eligible rural clinical service, including reporting frequency and supporting documentation;
 - d. methods for tracking compliance throughout the five-year obligation, including any approved pauses or deferrals;
 - e. procedures for identifying, documenting, and reporting noncompliance;
 - f. proposed recovery procedures for funds or benefits provided in the event of noncompliance, where applicable; and
 - g. procedures for requesting Department review of any claimed extenuating circumstances.

No activity requiring a five-year rural service commitment may commence until the Department has approved the Monitoring and Enforcement Plan. The Department may require revisions to the plan or additional monitoring requirements at any time during the Subaward period to ensure compliance with CMS requirements.

**STATE OF NEVADA
NEVADA HEALTH AUTHORITY
NOTICE OF SUBAWARD**

The Subrecipient shall not modify, waive, forgive, or otherwise release any five-year rural service obligation based upon death, disability, military service, or other claimed extenuating circumstance without prior written approval from the Department. Where CMS approval is required, the Department will submit the request to CMS, and no waiver or release shall become effective unless approved by CMS.

24. The Subrecipient acknowledges that the Department shall monitor the Subrecipient's performance and compliance throughout the period of performance in accordance with applicable federal and state requirements, including, but not limited to, 2 CFR Part 200, the CMS Notice of Funding Opportunity, the CMS Standard Terms and Conditions, and the Nevada Department of Health and Human Services Grant Instructions and Requirements, as applicable. The nature, frequency, and scope of monitoring activities shall be determined by the Department based upon the Subrecipient's assessed level of risk, prior performance, financial stability, internal controls, compliance history, audit results, complexity of the funded activities, amount of funding awarded, and any other factors the Department determines relevant. Monitoring activities may include, without limitation, desk reviews, financial and programmatic reviews, reimbursement reviews, document requests, performance monitoring, technical assistance, interviews, remote monitoring, site visits, corrective action plans, or other oversight activities deemed necessary to ensure compliance with the terms and conditions of the award. The Department may modify the level or frequency of monitoring at any time during the period of performance based upon changes in the Subrecipient's risk profile, identified compliance concerns, audit findings, performance issues, significant changes in operations or personnel, or other circumstances affecting the administration of the award. Such changes shall not require amendment of this Agreement.
25. No funding associated with this grant will be used for lobbying.
26. Disclosure of any existing or potential conflicts of interest relative to the performance of services resulting from this grant award.
27. Provision of a work environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed.
28. An organization receiving grant funds through Nevada Health Authority 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.
29. An organization receiving grant funds through Nevada Health Authority 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

**STATE OF NEVADA
NEVADA HEALTH AUTHORITY
NOTICE OF SUBAWARD**

- 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 subrecipient shall provide all information reasonably requested by the Department to enable compliance with the Federal Funding Accountability and Transparency Act (FFATA), including first-tier subaward reporting, executive compensation reporting when applicable, and any information required under 2 CFR Part 170.
30. The Subrecipient shall comply with all applicable federal acknowledgement, disclosure, and disclaimer requirements, including the Stevens Amendment, for any public-facing materials, publications, outreach documents, reports, presentations, websites, webpages, press releases, social media posts, training materials, signage, or other communications developed or disseminated in whole or in part with Rural Health Transformation Program funds.

All public-facing documents or materials related to the Subrecipient's Rural Health Transformation Program project must include the following disclaimer:

Stevens Amendment

"This publication is supported by the Centers for Medicare and Medicaid Services (CMS) of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling **\$179,931,608.42** with **100% funded by CMS/HHS**. The contents are those of the authors and do not necessarily represent the official view of, nor an endorsement, by CMS/HHS, or the U.S. Government."

The Subrecipient is responsible for ensuring that the disclaimer is included in all applicable materials produced by the Subrecipient, its contractors, consultants, lower-tier subrecipients, or other partners using funds under this Agreement. Failure to include the required disclaimer may result in corrective action, withholding of reimbursement, disallowance of costs, or other remedies available under this Agreement.

31. The Subrecipient must comply with 45 CFR Part 87, Equal Treatment for Faith-Based Organizations, to the extent applicable.
32. If the Subrecipient's activities involve both ongoing access to HHS or CMS information or technology systems and handling personally identifiable information or protected health information from HHS or CMS, the Subrecipient must create, maintain, and comply with a cybersecurity plan consistent with applicable HHS Administrative and National Policy Requirements. The Subrecipient must provide the plan to the Department upon request and must promptly report cybersecurity incidents, suspected incidents, unauthorized access, or breaches involving award-related systems or data.
33. Where funded activities include health information technology, interoperability, health information exchange, or electronic health records, the Subrecipient shall comply with applicable federal Health Information Technology and Interoperability requirements.
34. Any continuation, renewal, extension, or funding of this Agreement beyond the current budget period is contingent upon the Subrecipient's satisfactory performance, timely completion of required deliverables, compliance with all reporting and documentation requirements, availability of funds, and the Department's receipt of continued federal funding and authorization from CMS. The Department has no obligation to provide funding beyond the amount and period expressly stated in the current Notice of Subaward.

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

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

Period of Performance: Budget Period 1 of RHT FLEX FUND 10/01/2026 – 08/30/2027 (Start date may be sooner depending on when CMS approval is received)

Scope of Work for Lyon County

Goal 1: By August 30, 2027, Lyon County will subaward with regional fire protection districts to successfully recruit, hire, onboard, and deploy six (6) single-role EMT/Paramedic personnel to staff dedicated mobile integrated health response units, reducing over-reliance on full fire/EMS crews for lower acuity calls.

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Monitoring and Accountability Activities</u>
1.1 Develop and adopt MIH/CP personnel policies, job descriptions, and operational protocols for single-role EMT/Paramedic positions across three fire protection districts by October 31, 2026.	1. Review existing policies and identify gaps for MIH/CP roles – develop project standard operating procedures as needed 2. Draft job descriptions, scope of practice documentation, and MIH/CP operational protocols 3. Develop agreements/processes with partner agencies outlining referral workflows	10/31/2026	• Adopted job descriptions for single-role EMT/Paramedic positions • Agreements/SOPs for single-roles and referrals to stakeholders • Bimonthly meetings
1.2 Central Lyon Fire, Mason Valley Fire, and Smith Valley Fire will recruit and hire six (6) single-role EMT/Paramedic personnel by	2. Lyon County will complete subawards with Central Lyon Fire, Mason Valley Fire, and Smith Valley Fire to hire six (6) single-role EMT/Paramedic personnel by September 30, 2026.	11/30/2026	• Bimonthly meetings • Quarterly Progress and Financial Reports • # of EMT/Paramedics on boarded
1.3 Deploy all single-role EMT/Paramedic personnel into active MIH/CP operations across the four fire protection districts by August 30, 2027, with each unit documenting a minimum of 10 MIH/CP encounters	2 Integrate single-role personnel into district scheduling and dispatch protocols 3 Initiate response to non-emergent and low-acuity calls per ProQA triage protocols 4 Document all MIH/CP encounters using standardized electronic reporting tools	8/30/2027	• Bimonthly meetings • Quarterly Progress and Financial Reports • Reports on # calls for service, # MIH encounters, # referrals, # follow ups

Goal 2: By August 30, 2027, Lyon County will procure, receive, equip, and place into service a minimum of four (4) mobile integrated health (MIH) ambulances and associated equipment—one unit per fire protection district—to support a dedicated mobile integrated health response capability to improve access to appropriate levels of care across Lyon County.

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Monitoring and Accountability Activities</u>
2.1 Complete procurement planning, specifications development, and vendor solicitation for ambulances and MIH/CP equipment by October 31, 2026.	1. Develop ambulance technical specifications appropriate for MIH/CP operations, including in rural/frontier terrain 2. Identify and compile list of associated supplies (PPE, wound care, consumable medical supplies) 3. Issue formal procurement documents in compliance with county, state, and federal procurement requirements 4. Evaluate vendor bids and select awardees	10/31/2026	• Bimonthly meetings • Quarterly Progress and Financial Reports • Completed bid documents and procurement documents for 4 MIH units • Procurement timeline
2.2 Execute contracts and issue purchase orders for all ambulances and MIH/CP supplies and equipment by December 31, 2026.	1. Finalize and implement subawards with fire protection districts for purchase of ambulances. 2. Finalize and execute purchase agreements with selected vendors 3. Issue purchase orders through county finance and procurement systems 4. Confirm delivery timelines and coordinate with district receiving personnel 5. Ensure compliance with grant asset tracking and reporting requirements	12/31/2026	• Bimonthly meetings • Quarterly Progress and Financial Reports • Completed subawards with 4 fire districts (approved by County Commission and Fire Board) • Purchase orders for 4 MIH units and requested equipment (QRVs, Cardiac monitors, cots/gurneys, mechanical chest compression devices, medication inventory system, etc.)
2.3 Receive, inspect, outfit, and place into service all four ambulances and MIH/CP equipment by August 30, 2027.	1. Coordinate delivery and conduct physical inspection of all vehicles and equipment upon receipt 2. Complete final ambulance outfitting (medical supply installation, technology integration, branding/identification) 3. Conduct vehicle safety checks, apparatus inspections, and equipment testing 4. Register vehicles and update district fleet records 5. Assign each ambulance to its designated fire protection district and document operational deployment	8/30/2027	• Bimonthly meetings • Quarterly Progress and Financial Reports • Inventory tracking report/fleet records

Goal 3: By August 30, 2027, Lyon County will implement the priority dispatch run string protocol software across emergency medical dispatch operations to enable standardized, evidence-based call triage and acuity differentiation that supports appropriate routing to emergency, MIH/CP, or alternative care resources.

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Monitoring and Accountability Activities</u>
3.1 Complete procurement, contracting, and system configuration for ProQA dispatch software by October 31, 2026.	1. Conduct stakeholder review with dispatch supervisors, EMS leadership, and county IT to confirm system requirements and integration needs 2. Issue procurement or sole-source justification for ProQA licensing (Priority Dispatch Corp) 3. Negotiate and execute software licensing and implementation agreement 4. Coordinate with dispatch center IT infrastructure team to confirm hardware and integration compatibility 5. Configure ProQA system settings, call protocols, and run string parameters for Lyon County operations	10/31/2026	• Bimonthly meetings • Quarterly Progress and Financial Reports
3.2 Complete ProQA dispatcher training and system testing by December 31, 2026.	1. Schedule and conduct ProQA certification training for all active dispatch personnel 2. Facilitate vendor-led or approved training sessions (in-person or virtual) 3. Complete quality assurance testing of call routing protocols, run string outputs, and MIH/CP call differentiation pathways 4. Document any configuration adjustments identified during testing of call routing protocols, run string outputs, and MIH/CP call differentiation pathways	12/31/2026	• Bimonthly meetings • Quarterly Progress and Financial Reports • Training rosters for at least 2 dispatch supervisors and 6 staff • QA Testing Results
3.3 Activate ProQA for live dispatch operations and document call triage outcomes by August 30, 2027.	1. Transition dispatch operations to live ProQA run strings for all incoming EMS calls 2. Monitor and document call type differentiation and routing outcomes 3. Complete initial post-implementation review with dispatch supervisors 4. Submit ProQA utilization data as part of grant reporting	8/30/2027	• Bimonthly meetings • Quarterly Progress and Financial Reports • Post-implementation report and utilization data

Goal 4: By August 30, 2027, Lyon County will have a contract in place with a qualified third-party entity to conduct a comprehensive assessment of EMS and case management billing practices across all four fire protection districts and Lyon County Human Services, with the goal of identifying opportunities to maximize CMS-reimbursable service billing and ensure full capture of all eligible revenue.

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Monitoring and Accountability Activities</u>
4.1 Issue a formal solicitation and select a qualified third-party billing assessment and consulting firm by October 31, 2026.	1. Document current billing practices, payer mix, and reimbursement rates across all four fire protection districts and Lyon County Human Services 2. Develop scope of work for a comprehensive billing assessment and optimization consultation	10/31/2026	• Bimonthly meetings • Quarterly Progress and Financial Reports • Scope of Work
4.2 Execute a formal contract with the selected billing assessment vendor by October 31, 2027.	1. Negotiate contract terms, deliverables, and performance timeline 2. Obtain required county approvals for contract execution 3. Execute signed agreement with vendor 4. Hold project kick-off meeting to review scope, data access requirements, and deliverable timeline	10/31/2026	• Completed contract • Project kick-off meeting • Bimonthly meetings • Quarterly Progress and Financial Reports
4.3 Receive and present a completed billing assessment report with actionable recommendations by August 30, 2027.	1. Facilitate vendor access to billing data, staff interviews, and EMS documentation across all districts 2. Monitor project milestones and deliverable progress 3. Receive draft billing assessment report and review with county and district leadership 4. Finalize and accept the billing assessment report 5. Initiate development of an implementation plan for high-priority billing optimization 6. Present findings and recommendations to Lyon County Board of Health	8/30/2027	• Bimonthly meetings • Quarterly Progress and Financial Reports • Billing assessment report with findings and implementation plan • Presentation to County Board of Health

**STATE OF NEVADA
NEVADA HEALTH AUTHORITY
NOTICE OF SUBAWARD**

SECTION C

Budget and Financial Reporting Requirements

The Subrecipient shall acknowledge Nevada Health Authority and federal RHTP funding in activities and materials produced, purchased, or distributed under this subaward. All public-facing materials related to this project must include the Stevens Amendment disclaimer required in **Section A, Grant Conditions and Assurances**. Where space allows, materials should also acknowledge support from the Nevada Health Authority through the Rural Health Transformation Program with attribution language and the appropriate logos provided by Nevada Health Authority. If no public-facing materials will be developed or distributed, this requirement may be marked not applicable.

Subrecipient agrees to adhere to the following budget: Please see Attachment C1

**STATE OF NEVADA
NEVADA HEALTH AUTHORITY
NOTICE OF SUBAWARD**

Applicant Name: Lyon County

Form 2

PROPOSED BUDGET SUMMARY

A.

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

FUNDING SOURCES	Funding Source	Other Funding	Other Funding	Other Funding	Other Funding	Program Income	TOTAL
SECURED							
ENTER TOTAL REQUEST	\$4,289,351.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$4,289,351.00

EXPENSE CATEGORY

1	Personnel		\$34,717.00						\$34,717.00
	1A	Administrative Personnel	\$34,717.00						
	1B	Provider Payments Personnel							
	1C	Direct Program Personnel (No cap)							
2	Travel								
	2A	Out-of-State							
	2B	In-State							
3	Supplies		\$81,600.00						\$81,600.00
4	Equipment		\$1,647,254.00						\$1,647,254.00
	4A	Equip / Cap Exp - Category J	\$594,000.00						
	4B	Equipment - Other	\$1,053,254.00						
5	Contractual/Consultant		\$2,525,780.00						\$2,525,780.00
	5A	Personnel	\$716,350.00						
	5B	Travel							
	5C	Administrative Contracts							
	5D	Provider Payments -Contracts							
	5E	Capital Expenditure -Contracts	\$1,320,000.00						
	5F	EMR - Contracts							
	5G	Program Contracts (No cap)	\$489,430.00						
6	Training								
7	Other								
	7A	EMR Subscription							
	7B	All Other (No cap)							

TOTAL EXPENSE	\$4,289,351.00	\$ -	\$ -	\$ -	\$ -		\$4,289,351.00
---------------	----------------	------	------	------	------	--	----------------

These boxes should equal 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
----------------------------	------	------	------	------	------	------	------

Total Administrative Cost	\$34,717.00
---------------------------	-------------

Total Agency Budget	\$4,289,351.00
Percent of Subrecipient Budget	100%

**STATE OF NEVADA
NEVADA HEALTH AUTHORITY
NOTICE OF SUBAWARD**

Equipment Management and Property Requirements:

- If this subaward includes the purchase, lease, or use of equipment with Rural Health Transformation (RHT) Program funds, the Subrecipient shall be responsible for the proper acquisition, management, safeguarding, inventory, maintenance, and disposition of all equipment purchased in whole or in part with subaward funds.
- At a minimum, the Subrecipient shall:
 - Use equipment solely for authorized purposes consistent with the approved Scope of Work and budget.
 - Maintain an equipment inventory system that includes, at a minimum:
 - Equipment description;
 - Manufacturer, model, serial number, or other unique identifier;
 - Funding source and subaward number;
 - Acquisition date;
 - Acquisition cost;
 - Physical location;
 - Custodian or department responsible for the equipment;
 - Current condition;
 - Date and method of disposition, if applicable.
 - Affix a permanent property tag or other unique identification to all equipment requiring inventory control.
 - Conduct and document a physical inventory of all reportable equipment at least annually and reconcile inventory records to physical inventory results.
 - Maintain written procedures to safeguard equipment against loss, theft, damage, or unauthorized use.
 - Notify the Department within five (5) business days of discovering any loss, theft, damage, destruction, or unauthorized disposition of equipment purchased with RHT funds and cooperate in any required investigation.
 - Perform routine preventive maintenance sufficient to keep equipment in good working condition throughout its useful life.
 - Permit the Department, CMS, HHS, the Office of Inspector General, the Government Accountability Office, and other authorized oversight entities to inspect equipment and inventory records upon request.
 - Obtain prior written approval from the Department before transferring, selling, replacing, cannibalizing, or otherwise disposing of equipment when required by the terms of the federal award.
 - Follow all applicable federal and state property disposition requirements at the conclusion of the subaward or when equipment is no longer needed for the approved project.
 - Equipment records shall be retained in accordance with applicable federal and state record retention requirements and remain available for audit or monitoring.
 - The Subrecipient shall comply with all applicable requirements of 2 CFR 200.313, the HHS Grants Policy Statement, CMS Rural Health Transformation Program award terms and conditions, Nevada DHHS Grant Instructions and Requirements (GIRS), and any additional written guidance issued by NVHA.
 - The Department may provide disposition instructions at closeout consistent with applicable federal requirements.
- 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 **\$4,289,351.00**;
- Requests for Reimbursement will be accompanied by supporting documentation, including a line-item description of expenses incurred;
- Indicate what additional supporting documentation is needed in order to request reimbursement; and
- Additional expenditure detail will be provided upon request from the Department.

Additionally, the Subrecipient agrees to provide:

- A complete financial accounting of all expenditures to the Department within 30 days of the CLOSE OF THE SUBAWARD PERIOD. Any un-obligated funds shall be returned to the Department at that time, or if not already requested, shall be deducted from the final award.
- Any work performed after the BUDGET PERIOD will not be reimbursed.
- If a Request for Reimbursement (RFR) is received after the 45-day closing period, the Department may not be able to provide reimbursement.
- If a credit is owed to the Department after the 45-day closing period, the funds must be returned to the Department within 30 days of identification.
- Reporting deadlines established by the Department may be modified as necessary to ensure Nevada's compliance with the reporting requirements contained in the CMS Notice of Award (NOA), Notice of Funding Opportunity (NOFO), CMS Standard Terms and Conditions, and any subsequent federal guidance. The Subrecipient shall comply with all reporting deadlines established by the Department, including deadlines that occur in advance of the federal reporting due dates applicable to the State:

**STATE OF NEVADA
NEVADA HEALTH AUTHORITY
NOTICE OF SUBAWARD**

The Department agrees:

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

Both parties agree:

- The site visit/monitoring schedule may be clarified here.
- 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.

Report	Subrecipient Due
Requests for Reimbursement	Monthly on the 15th
Progress Reports	Monthly on the 15th

Programmatic Reporting and Performance Measurement Requirements

- Progress Reports are due on a «RFR» basis, based on the terms of the subaward agreement, no later than the 15th of the month.
- The Subrecipient shall support Nevada Health Authority reporting, monitoring, oversight, and evaluation requirements for the Rural Health Transformation Program. The Subrecipient shall submit timely, complete, and accurate programmatic reports in the format and frequency required by the Department, which may include quarterly reports, annual reports, closeout reports, surveys, reporting templates, monitoring responses, or other written guidance issued by the Department.
- Required reporting may include, but is not limited to, project implementation updates, service counts, patient or provider counts, workforce information, equipment and infrastructure documentation, technology implementation updates, utilization information, referral and follow-up information, fiscal documentation, survey responses, and narrative explanations of progress, barriers, and corrective actions.
- The Subrecipient shall maintain documentation sufficient to support all reported activities, outputs, and outcomes. Documentation may include invoices, purchase records, service logs, referral logs, encounter summaries, staffing records, training rosters, contracts, implementation records, financial records, system reports, policies and procedures, or other materials requested by the Department.
- The Subrecipient shall cooperate with the Department, CMS, HHS, or their designees in any reporting, monitoring, evaluation, audit, or data validation activity related to the Rural Health Transformation Program.
- The Subrecipient is not responsible for independently calculating statewide measures derived from Medicaid MMIS, Medicare Cost Reports, the Nevada Rural and Frontier Health Data Book, licensing board data, medical record review, State surveys, or other State-controlled or State-approved data sources unless specifically directed by the Department. However, the Subrecipient shall provide project-level data, documentation, and narrative context necessary for the Department to calculate, validate, interpret, and report those measures.
- The Department may update, clarify, replace, or supplement performance measures, data definitions, reporting templates, baseline methodologies, target specifications, documentation requirements, and reporting instructions during the subaward period to comply with federal requirements, CMS guidance, State reporting needs, or program evaluation needs. The Subrecipient shall comply with the most current reporting instructions issued by the Department.
- The Subrecipient shall report information at the level of detail required by the Department, which may include project-level, provider-level, facility-level, site-level, county-level, regional, aggregate, or de-identified patient-level information, as applicable and permitted by law.
- Rows or measures identified by the Department for deletion shall not be treated as active Subrecipient reporting requirements unless later reinstated or otherwise required in writing by the Department.
- Submission of complete, accurate, and timely reports required under this Agreement is a condition of reimbursement and continued funding.
- The Subrecipient shall retain all financial records, supporting documentation, statistical records, procurement records, property records, programmatic records, and all other records relating to this Agreement for a minimum of three (3) years following submission of the final expenditure report or, where applicable, the final financial report for the applicable award, in accordance with 2 CFR 200.334. If any audit, litigation, claim, negotiation, investigation, monitoring activity, or other action involving the records is initiated before the end of the retention

**STATE OF NEVADA
NEVADA HEALTH AUTHORITY
NOTICE OF SUBAWARD**

period, or if a longer retention period is required by federal or state law, the Department, CMS, or the terms and conditions of the Federal award, the Subrecipient shall retain the records until all such matters are fully resolved and final action has been taken. All records shall remain available to the Department, CMS, the HHS Office of Inspector General, the U.S. Government Accountability Office, and other authorized oversight entities for inspection, monitoring, audit, and copying throughout the applicable retention period.

Initiative-Specific Reporting Requirements

The Subrecipient shall report on the initiative-specific activities, outputs, and outcomes applicable to the initiative funded under this subaward. The Department may further define initiative-specific data elements, documentation requirements, and reporting frequency through reporting templates, monitoring tools, surveys, or written guidance.

Rural Health Outcomes Accelerator Program

For the Rural Health Outcomes Accelerator Program, the Subrecipient shall support reporting on rural health outcome measures related to chronic disease management, maternal health, behavioral health follow-up, substance use disorder follow-up, care coordination, referral completion, and access to appropriate services in rural Nevada.

The Subrecipient shall report project-level activities that support improvement in the following areas, as applicable to the funded project:

- Blood pressure control among rural adults with hypertension;
- Timely prenatal care and postpartum care for pregnant and postpartum women in rural Nevada on Medicaid;
- Follow-up after emergency department visits for mental illness or intentional self-harm;
- Follow-up after emergency department visits for substance use disorder or drug overdose; and
- Referral, care coordination, patient navigation, outreach, service linkage, and other access-related activities that support improved rural health outcomes.

The Subrecipient shall provide data and documentation requested by the Department to support these measures, which may include service counts, referral information, follow-up information, care coordination records, patient navigation activities, outreach activities, implementation updates, and narrative explanations of how funded activities support improved rural health outcomes.

Where the Department calculates Rural Health Outcomes Accelerator Program measures using Medicaid MMIS claims data, medical record review, or other State-approved data sources, the Subrecipient shall provide supporting project-level information necessary to explain, validate, or supplement the Department's reporting.

For behavioral health and substance use disorder follow-up measures, the Subrecipient shall report referral, follow-up, care transition, and service linkage information within the timeframe and level of detail specified by the Department, which may include follow-up after emergency department visits within 7 days, 30 days, or another Department-specified reporting period.

The Subrecipient shall identify known data limitations, reporting barriers, service access barriers, incomplete data, delayed implementation, or changes in project scope that may affect Rural Health Outcomes Accelerator Program performance reporting.

Nevada Rural Health System Flex Fund

For the Nevada Rural Health System Flex Fund, the Subrecipient shall support reporting on rural health infrastructure, transportation access, mobile care capacity, facility and equipment improvements, and financial sustainability.

The Subrecipient shall report project-level activities that support improvement in the following areas, as applicable to the funded project:

- Emergency and nonemergency transportation access in rural counties;
- Equipment, technology, facility, or infrastructure upgrades related to direct patient care;
- Mobile care units serving rural counties;
- Rural provider or hospital capacity, access, quality, safety, operational efficiency, or service continuity; and
- Financial sustainability for participating rural hospitals, including days cash on hand where applicable.

The Subrecipient shall provide data and documentation requested by the Department to support these measures, which may include service counts, transportation utilization information, equipment lists, purchase records, invoices, deployment dates, service locations, implementation status, mobile unit service information, facility or infrastructure documentation, financial information, and narrative explanations of how funded activities improve rural access, capacity, quality, safety, or sustainability.

**STATE OF NEVADA
NEVADA HEALTH AUTHORITY
NOTICE OF SUBAWARD**

For transportation-related projects, the Subrecipient shall report information requested by the Department regarding emergency or nonemergency transportation activities, which may include service type, county or counties served, number of individuals served, number of trips or transports supported, populations served, referral sources, implementation status, and barriers to transportation access.

For equipment, technology, facility, or infrastructure investments, the Subrecipient shall identify whether the funded activity represents a new service, expanded service, replacement of outdated equipment or infrastructure, modernization of existing capacity, or continued support of existing rural health capacity.

For mobile care unit projects, the Subrecipient shall report whether mobile care units were purchased, deployed, expanded, sustained, replaced, or otherwise supported with Rural Health Transformation Program funds. Reporting may include service areas, counties served, deployment dates, service types, number of service days or events, populations served, and implementation status.

For participating hospitals, the Subrecipient shall provide or support access to financial information needed to calculate or validate days cash on hand, as requested by the Department.

Where the Department calculates Flex Fund measures using Medicaid MMIS claims data, Medicare Cost Reports, licensure data, State surveys, provider-reported financial data, or other State-approved data sources, the Subrecipient shall provide supporting project-level information necessary to explain, validate, or supplement the Department's reporting.

The Subrecipient shall identify known data limitations, reporting barriers, service access barriers, incomplete data, delayed implementation, delays in placing equipment or infrastructure into service, discontinued activities, or changes in project scope that may affect Flex Fund performance reporting.

Workforce Recruitment and Rural Access Program

For the Workforce Recruitment and Rural Access Program, the Subrecipient shall support reporting on recruitment, retention, training, placement, and expansion of the rural health workforce.

The Subrecipient shall report project-level activities that support improvement in the following areas, as applicable to the funded project:

- Recruitment, retention, training, placement, or support of primary care physicians;
- Recruitment, retention, training, placement, or support of advanced practice nurses;
- Recruitment, retention, training, placement, or support of registered nurses;
- Recruitment, retention, training, placement, or support of physician assistants;
- Recruitment, retention, training, placement, or support of behavioral health providers;
- Reduction of workforce vacancies or service gaps in rural counties; and
- Expanded local care capacity, access to primary care, behavioral health care, specialty care, or other rural health services.

The Subrecipient shall provide data and documentation requested by the Department to support these measures, which may include provider type, position type, credential or discipline, rural county served, service site, employment or contract status, recruitment status, retention status, vacancy information, training participation, placement information, and whether the position was newly created, retained, expanded, contracted, trained, incentivized, or otherwise supported with Rural Health Transformation Program funds.

The Subrecipient shall maintain documentation sufficient to validate workforce-related reporting, which may include job descriptions, offer letters, contracts, payroll records, training rosters, credentialing documentation, licensure or certification documentation, retention agreements, onboarding records, service schedules, vacancy records, or other documentation requested by the Department.

For recruitment and placement activities, the Subrecipient shall report information requested by the Department regarding positions recruited or filled, recruitment strategies used, rural counties served, provider types supported, start dates, service locations, and barriers to recruitment or onboarding.

For retention activities, the Subrecipient shall report information requested by the Department regarding positions retained, retention strategies used, provider types supported, rural counties served, length of retention, and barriers to workforce stability.

For training, pipeline, or professional development activities, the Subrecipient shall report information requested by the Department regarding the type of training or workforce activity provided, number and type of participants, completion status, provider discipline or role, service area, and how the activity supports rural workforce capacity.

Where the Department calculates Workforce Recruitment and Rural Access Program measures using Medicaid MMIS data, the Nevada Rural and Frontier Health Data Book, licensing board data, provider-reported information, surveys, or other State-approved data sources, the Subrecipient shall provide supporting project-level information necessary to explain, validate, or supplement the Department's reporting.

**STATE OF NEVADA
NEVADA HEALTH AUTHORITY
NOTICE OF SUBAWARD**

The Subrecipient shall identify known data limitations, reporting barriers, workforce shortages, vacancy challenges, recruitment delays, onboarding delays, credentialing barriers, retention barriers, discontinued activities, or changes in project scope that may affect Workforce Recruitment and Rural Access Program performance reporting.

Rural Health Innovation and Technology Grant

For the Rural Health Innovation and Technology Grant, the Subrecipient shall support reporting on technology deployment, provider adoption, telehealth access, secure data exchange, interoperability, cybersecurity, advanced health technology, AI-enabled tools, digital patient engagement, remote monitoring, diagnostics, administrative efficiency, and improved access to rural care.

The Subrecipient shall report project-level activities that support improvement in the following areas, as applicable to the funded project:

- Telehealth service utilization for rural Medicaid members, including behavioral health and physical health services where applicable;
- Digital, remote, or hybrid models of care, including patient engagement tools, remote patient monitoring, or AI-supported patient services;
- Interoperable data exchange, referral management, care coordination, health information exchange, provider-to-provider record sharing, or patient access to personal health records;
- Cybersecurity training, annual security risk assessments, mitigation strategies, cybersecurity software or technology, and ongoing cybersecurity capabilities;
- Advanced health technologies, including AI-enabled tools used for clinical care, remote monitoring, diagnostics, patient engagement, or administrative workflows; and
- Provider, facility, or system-level adoption of technology that improves rural access, care coordination, patient engagement, efficiency, quality, or security.

The Subrecipient shall provide data and documentation requested by the Department to support these measures, which may include system implementation status, go-live dates, vendors or platforms used, provider participation, service sites, counties served, active users, patient participation, telehealth utilization information, digital engagement information, workflows supported, security assessments, mitigation plans, cybersecurity training records, policies and procedures, patient access functionality, data exchange functionality, and evidence of active use.

For telehealth projects, the Subrecipient shall report information requested by the Department regarding services delivered through telehealth modalities, which may include service type, provider type, county or counties served, patient population served, number of unique patients served, number of encounters or claims supported, behavioral health or physical health service category, implementation status, and barriers to telehealth access or utilization.

For digital, remote, or hybrid care models, the Subrecipient shall report information requested by the Department regarding patient engagement, remote monitoring, digital communication, AI-supported patient tools, or other technology-enabled care models, including the number of patients or providers participating where available.

For interoperability, health information exchange, provider-to-provider record sharing, referral management, care coordination, or patient record access projects, the Subrecipient shall report the systems or platforms used, participating providers or sites, type of information exchanged or made available, operational status, patient or provider access functionality, and the workflow or use case supported.

For cybersecurity projects, the Subrecipient shall report security risk assessments completed, mitigation strategies implemented, cybersecurity tools or technologies purchased or maintained, cybersecurity training completed, policies or procedures adopted or updated, and documentation showing continued use or maintenance.

For AI-enabled or advanced technology projects, the Subrecipient shall report the tool implemented, intended use case, workflow supported, users or sites impacted, safeguards used, privacy and security considerations, and documentation showing deployment and active use.

Where the Department calculates Rural Health Innovation and Technology Grant measures using Medicaid claims data, State surveys, grant reporting data, CMS data, provider-reported information, or other State-approved data sources, the Subrecipient shall provide supporting project-level information necessary to explain, validate, or supplement the Department's reporting.

The Subrecipient shall identify known data limitations, reporting barriers, technology implementation delays, provider adoption barriers, patient engagement barriers, cybersecurity gaps, interoperability barriers, delayed deployment, discontinued activities, or changes in project scope that may affect Rural Health Innovation and Technology Grant performance reporting.

**STATE OF NEVADA
NEVADA HEALTH AUTHORITY
NOTICE OF SUBAWARD**

**SECTION D
Request for Reimbursement**

Agency Ref. #: RHT-
IN226032
Dept / BA / CAT: 410-3247-11
GL: 8798
Reporting #: 93798R26
Sub GL: _____

Program Name: Rural Health Transformation Program	Subrecipient Name: Lyon County
Address: 4070 Silver Sage Dr Carson City, NV 89701-8510	Address: 34 Lakes Blvd Dayton, NV 89403
Subaward Period: Upon Director's Approval through 8/30/2027	Subrecipient's: EIN: 88-6000097 Vendor #: T40156600

FINANCIAL REPORT AND REQUEST FOR REIMBURSEMENT						
(must be accompanied by expenditure report/back-up)						
Month(s):		Calendar year:				
Approved Budget Category	A Approved Budget	B Total Prior Requests	C Current Request	D Year to Date Total	E Budget Balance	F Percent Expended
1. Personnel	\$34,717.00					
1A. Administrative Personnel	\$34,717.00					
1B. Provider Payments Personnel						
1C. Program Personnel						
2. Travel						
2A. Out-of-State						
2B. In-State						
3. Supplies	\$81,600.00					
4. Equipment / Capital Expenditure	\$1,647,254.00					
4A. Equip / Cap Exp - Category J	\$594,000.00					
4B. Equipment - Other	\$1,053,254.00					
5. Contractual / Consultant	\$2,525,780.00					
5A. Personnel	\$716,350.00					
5B. Travel						
5C. Administrative Contracts						
5D. Provider Payments – Contract						
5E. Capital Expenditure – Contract	\$1,320,000.00					
5F. EMR – Contract						
5G. Program Contracts (No Cap)	\$489,430.00					
6. Training						
7. Other						
7A. EMR Subscription						
7B. All Other (No Cap)						
Total:	\$4,289,351.00					

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

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

Authorized Signature _____	Title _____	Date _____
FOR Department USE ONLY		
Is program contact required? ____ Yes ____ No Contact Person: _____		
Reason for contact: _____		
Fiscal review/approval date: _____		
Scope of Work review/approval date: _____		
Chief (as required): _____ Date _____		

**STATE OF NEVADA
NEVADA HEALTH AUTHORITY
NOTICE OF SUBAWARD**

SECTION E

Audit Information Request

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

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

STATE OF NEVADA
NEVADA HEALTH AUTHORITY
NOTICE OF SUBAWARD

SECTION F

Current or Former State Employee Disclaimer

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

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

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

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

Name	Services

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

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

**STATE OF NEVADA
NEVADA HEALTH AUTHORITY
NOTICE OF SUBAWARD**

SECTION G

Business Associate Addendum

BETWEEN

**State of Nevada
Nevada Health Authority**

Hereinafter referred to as the "Covered Entity"

and

Lyon County

Hereinafter referred to as the "Business Associate"

This Business Associate Agreement ("**BAA**") is incorporated as an attachment by reference to a State of Nevada Contract (in consideration of mutual obligations contained therein and below and the exchange of information pursuant to this BAA and the State of Nevada Contract) by and between the named Nevada Health Authority ("**Covered Entity**"), a government entity, and the named Independent Contractor ("**Business Associate**"), licensed to do business in the State of Nevada in accordance with the meanings ascribed to the terms "Covered Entity" and "Business Associate" under 45 CFR § 160.103 et seq. (*see also* 45 CFR § 164.501). The Covered Entity and Business Associate are collectively referred to herein as the "**Parties**."

I. RECITALS

- a. Covered Entity is either a "covered entity" in its own right or a "business associate" of a covered entity as each are defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended by the Health Information Technology for Economic and Clinical Health Act, Public Law 111-5 (collectively, "**HIPAA**" as may be amended or in effect at the time) and, as such, is required to comply with HIPAA's provisions regarding the confidentiality and privacy of Protected Health Information (as defined below);
- b. The Parties have entered into or will enter into an agreement or agreements under which Business Associate provides or will provide certain specified services to Covered Entity (collectively, the "**Agreement**");
- c. In providing services pursuant to the Agreement, Business Associate will have access to Protected Health Information ("**PHI**"), including, where applicable, through provision of services on behalf of Covered Entity which result in direct receipt of PHI from sources other than Covered Entity;
- d. By providing the services pursuant to the Agreement, Business Associate will become a "business associate" of Covered Entity as such term is defined under HIPAA;
- e. Both Parties are committed to complying with all federal and state laws governing the confidentiality and privacy of health information, including but not limited to, the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 160 and Part 164, Subparts A and E, collectively the "**Privacy Rule**"); and
- f. Both Parties intend to protect the privacy and provide for the security of PHI disclosed to the Business Associate pursuant to the terms of this Agreement, the Contract for Services to which this Agreement is incorporated, HIPAA, and other applicable state and federal laws and regulations.

II. DEFINITIONS

- a. For the purposes of this BAA, the Parties give the following meaning to each of the terms as set forth below and in the information above. Any capitalized term used in this BAA, but not otherwise defined, has the meaning given to that term in the Privacy Rule or pertinent law.
 - i. "**Affiliate**" means a subsidiary or affiliate of Covered Entity that is, or has been, considered a covered entity as defined by HIPAA.
 - ii. "**Breach**" means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the Privacy Rule which compromises the security or privacy of the PHI as defined in 45 CFR § 164.402 and 42 USC § 17921.
 - iii. "**Breach Notification Rule**" means the portion of HIPAA set forth in subpart D of 45 CFR Part 164.
 - iv. "**CFR**" means the Code of Federal Regulations.
 - v. "**Data Aggregation**" means, with respect to PHI created or received by Business Associate in its capacity as the "business associate" under HIPAA of Covered Entity, the combining of such PHI by Business Associate with the PHI received by Business Associate in its capacity as a business associate of one or more other "covered entity" under HIPAA, to permit data analyses that relate to Health Care Operations (defined below) of the respective covered entities. The meaning of "data aggregation" in this BAA shall be consistent with the meaning given to that term in the Privacy Rule.
 - vi. "**Designated Record Set**" has the meaning given to such term under the Privacy Rule, including 45 CFR § 164.501.
 - vii. "**De-Identify**" means to alter the PHI such that the resulting information meets the requirements described in 45 CFR §§ 164.514(a) and (b).
 - viii. "**Disclosure**" means the release, transfer, provision of, access to, licensure of, use of, or divulging in any other manner of information outside the entity holding the information as defined in 45 CFR § 160.103.
 - ix. "**Electronic PHI**" means any PHI maintained in or transmitted by electronic media as defined in 45 CFR § 160.103.
 - x. "**Health Care Operations**" has the meaning given to that term in 45 CFR § 164.501.
 - xi. "**Individual**" has the same meaning given to that term in 45 CFR §§ 164.501 and 160.103 as and includes a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
 - xii. "**Individually Identifiable Health Information**" means health information, in any form or medium, including demographic information or inquiries 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

**STATE OF NEVADA
NEVADA HEALTH AUTHORITY
NOTICE OF SUBAWARD**

information is information serving to identify the individual directly, or for which there is a reasonable basis to believe it can serve to identify the individual as provided in 45 CFR § 160.103.

- xiii. **"Protected Health Information" or "PHI"** has the meaning given to the term "protected health information" in 45 CFR §160.103, limited to the information created or received by Business Associate from or behalf of Covered Entity, in whichever medium it is maintained, transmitted, or stored.
- xiv. **"Security Incident"** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- xv. **"Security Rule"** means the Security Standards for the Protection of Electronic Health Information provided in 45 CFR Part 160 and Part 164, Subparts A and C.
- xvi. **"Unsecured Protected health Information" or "Unsecured PHI"** means any "protected health information" as defined in 45 CFR §160.103 that is not rendered unusable, unreadable or indecipherable to unauthorized individuals or entities through the use of a technology or methodology specified by the Secretary of the federal Department of Health and Human Services in the guidance issued pursuant to the HITECH Act and codified in 42 USC § 17932(h).
- xvii. **"USC"** means the United States Code.

III. DATA OWNERSHIP

Business Associate's data stewardship does not confer data ownership rights on Business Associate with respect to any data shared with it under the Agreement, including any and all forms thereof.

IV. USE AND DISCLOSURE OF PHI BY BUSINESS ASSOCIATE

- a. Except as otherwise provided in this BAA and the laws and regulations related to PHI, Business Associate may use or disclose PHI as reasonably necessary to provide the services described in the Agreement to Covered Entity, and to undertake other activities of Business Associate permitted or required of Business Associate by this BAA or as required by law.
- b. Except as otherwise limited by this BAA or federal or Nevada law, Covered Entity authorizes Business Associate to use the PHI in its possession for the proper management and administration of Business Associate's business and to carry out its legal responsibilities under Contract. Business Associate may disclose PHI for its proper management and administration, provided that (i) the disclosures are required by law; or (ii) Business Associate obtains, in writing, prior to making any disclosure to a third party (a) reasonable assurances from this third party that the PHI will be held confidential as provided under this BAA and used or further disclosed only as required by law or for the purpose for which it was disclosed to this third party and (b) an agreement from this third party to notify Business Associate immediately of any breaches of the confidentiality of the PHI, to the extent it has knowledge of the breach.
- c. Business Associate will not use or disclose PHI in a manner other than as provided in this BAA, as permitted under the Privacy Rule, or as required by law. Business Associate will use or disclose PHI, to the extent practicable, as a limited data set or limited to the minimum necessary amount of PHI to carry out the intended purpose of the use or disclosure, in accordance with Section 13405(b) of the HITECH Act (codified at 42 USC § 17935(b)) and any of the act's implementing regulations adopted by the federal United States Department of Health and Human Services, for each use or disclosure of PHI.
- d. Upon request at any time, and at no additional cost, Business Associate will make available to Covered Entity any of Covered Entity's PHI that Business Associate or any of its agents or subcontractors have in their possession.
- e. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164.502(j)(1).
- f. Except as otherwise limited in this BAA, Business Associate shall not disclose PHI to a health plan for payment or health care operations purposes if an Individual 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.
- g. Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI, 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.
- h. Business Associate shall not use artificial intelligence (AI), machine learning (ML), or other automated decision-making tools to create, process, analyze, or interpret PHI unless expressly authorized in writing by the Covered Entity. Any permitted use of such technologies must comply with applicable federal and state laws, including the HIPAA Privacy and Security Rules, and shall not result in automated decision-making that impacts individuals' rights or access to benefits without human oversight.
- i. Business Associate must disclose to Covered Entity any AI or ML tools it uses that interact with PHI, provide sufficient documentation of safeguards and risk assessments related to those tools, and demonstrate that such tools operate in a transparent, explainable, and auditable manner.

V. RESPONSIBILITIES OF BUSINESS ASSOCIATE

- a. **Safeguards Against Misuse of PHI.** Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as provided by the Agreement or this BAA and Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity 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 information security standards and guidelines set forth by the National Institute of Standards and Technology (NIST). Business Associate agrees to take reasonable steps, including providing adequate training to its employees to ensure compliance with this BAA and to ensure that the actions or omissions of its employees or agents do not cause Business Associate to breach the terms of this BAA.

**STATE OF NEVADA
NEVADA HEALTH AUTHORITY
NOTICE OF SUBAWARD**

- b. **Contents of Notifications to Covered Entity by Business Associate and Direction of Corrective Action.** In the event of a breach or suspected breach of PHI, the report to the Covered Entity by Business Associate in accordance with the timelines set forth below 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 PHI that was involved in the incident; the number of individuals whose protected health information was involved in the incident; the steps the Business Associate is taking to investigate the incident and to protect against further incidents; and proof of timely or contemporaneous notification by Business Associate to any of the Business Associate's insurers. Business Associate must take prompt corrective action at its sole expense to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately based on the determinations of Covered Entity.
- c. **Reporting Disclosures of PHI and Security Incidents.** Business Associate will immediately report to Covered Entity in writing any use, access, or disclosure of PHI not provided for by this BAA or on the first day Business Associate, its agents, or subcontractors become aware of the same or would have been aware by exercising reasonable diligence in accordance with 45 CFR § 164.410, 164.504(e)(2)(ii)(C) and 164.308(b) and 42 USC § 17921 and Business Associate agrees to report to Covered Entity any Security Incident affecting Electronic PHI of Covered Entity of which it becomes aware. Business Associate agrees to report any such event within five business days of becoming aware of the event.
- d. **Reporting Breaches of Unsecured PHI.** Business Associate will notify Covered Entity in writing promptly upon the discovery of any suspected or actual Breach of Unsecured PHI in accordance with the requirements set forth in 45 CFR § 164.410, but in no case later than 5 calendar days after discovery of a Breach. Business Associate will be responsible for notifying Individuals whose unsecured PHI was breached in accordance with 42 USC § 17932 and 45 CFR 164.404 through 164.406 and must provide evidence to Covered Entity that appropriate and timely notification to Individuals or others when necessary as specified in 45 CFR § 164.404 and 45 CFR 164.406 has timely occurred. Business Associate is further responsible for all costs of notification set forth herein as well as all costs associated with mitigating future breaches. Business Associate must further notify the Secretary of the federal United States Department of Health and Human Services of all breaches in accordance with 45 CFR § 164.408 and must provide Covered Entity of a contemporaneous copy of all notifications made as required.
- e. **Mitigation of Disclosures of PHI.** Business Associate will take reasonable measures to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of any use or disclosure of PHI by Business Associate or its agents or subcontractors in violation of the requirements of this BAA.
- f. **Agreements with Agents or Subcontractors.** Business Associate will ensure that any of its agents or subcontractors (such agents or Subcontractors must be duly disclosed and authorized per the State of Nevada Contract to which this BAA is incorporated) that have access to, or to which Business Associate provides, PHI agree in writing to the restrictions and conditions concerning uses and disclosures of PHI contained in this BAA and agree to implement reasonable and appropriate safeguards to protect any Electronic PHI that it creates, receives, maintains or transmits on behalf of Business Associate or, through the Business Associate, Covered Entity. Business Associate shall ensure that all subcontracts and agreements provide the same level of privacy and security as this BAA and that the Business Associate implements and maintains sanctions against agents and/or subcontractors who violate such restrictions and conditions and ensure appropriate mitigation of the effects of violation(s) outlined under 45 CFR § 164.530(f) and 164.530(e)(1).
- g. **Offshore Use Limitation.** Business Associate shall not store, access, or process PHI outside the United States without the prior written consent of the Covered Entity. This includes, but is not limited to, accessing PHI through remote desktop, cloud environments, or other electronic means from locations outside the U.S. Business Associate shall maintain appropriate contractual controls and technical safeguards to enforce this restriction and must provide documentation upon request demonstrating compliance.
- h. **Audit Report.** Upon request and at no additional cost or charge, Business Associate will provide Covered Entity, or upstream Business Associate, with a copy of its most recent independent HIPAA compliance report (which meets the AT-C Section 315 attestation standard issued by the American Institute of Certified Public Accountants), HITRUST certification or other mutually agreed upon independent standards based third party audit report. Business Associate and individuals associated with 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.
- i. **Access to PHI by Individuals.**
- i. Upon request, Business Associate agrees, at no additional cost or charge, to furnish Covered Entity with copies of the PHI maintained by Business Associate in a Designated Record Set in the time and manner designated by Covered Entity to enable Covered Entity to respond to an Individual's request for access to PHI under 45 CFR §164.524.
 - ii. In the event any Individual requests access to the Individual's PHI directly from Business Associate, Business Associate within five business days, will forward that request to Covered Entity. Any disclosure of, or decision not to disclose, the PHI requested by an Individual and compliance with the requirements applicable to an Individual's right to obtain access to PHI shall be the sole responsibility of Covered Entity, but at no additional cost or charge to Individual or Covered Entity by Business Associate.
- j. **Amendment of PHI.**
- i. Upon request and instruction from Covered Entity, Business Associate will amend PHI or a record about an Individual in a Designated Record Set that is maintained by, or otherwise within the possession of, Business Associate as directed by Covered Entity in accordance with procedures established by 45 CFR §164.526. Any request by Covered Entity to amend such information will be completed by Business Associate within 15 business days of Covered Entity's request.
 - ii. In the event that any Individual requests that Business Associate amend such Individual's PHI or record in a Designated Record Set, Business Associate within ten business days will forward this request to Covered Entity. Any amendment of, or decision not to amend, the PHI or record as requested by an Individual and compliance with the requirements applicable

**STATE OF NEVADA
NEVADA HEALTH AUTHORITY
NOTICE OF SUBAWARD**

to an Individual's right to request an amendment of PHI will be the sole responsibility of Covered Entity, but at no additional cost or charge to Individual or Covered Entity by Business Associate.

k. Accounting of Disclosures.

- i. Business Associate will document any disclosures of PHI made by it to account for such disclosures as required by 45 CFR § 164.528(a). Business Associate also will make available information related to such disclosures as would be required for Covered Entity to respond to a request for an accounting of disclosures in accordance with 45 CFR § 164.528. At a minimum, Business Associate will furnish Covered Entity the following with respect to any covered disclosures by Business Associate: (i) the date of disclosure of PHI; (ii) the name of the entity or person who received PHI, and, if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure which includes the basis for such disclosure.
- ii. Business Associate will furnish to Covered Entity information collected in accordance with this Section, within ten business days after written request by Covered Entity, to permit Covered Entity to make an accounting of disclosures as required by 45 CFR §164.528, or in the event that Covered Entity elects to provide an Individual with a list of its business associates, Business Associate will provide an accounting of its disclosures of PHI upon request of the Individual, if and to the extent that such accounting is required under the HITECH Act or under federal United States Department of Health and Human Services regulations adopted in connection with the HITECH Act.
- iii. In the event an Individual delivers the initial request for an accounting directly to Business Associate, Business Associate will within ten business days forward such request to Covered Entity.

l. Availability of Books and Records. Business Associate will make available its internal practices, books, agreements, records, and policies and procedures relating to the use and disclosure of PHI, upon request, to the Secretary of the federal United States Department of Health and Human Services for purposes of determining Covered Entity's and Business Associate's compliance with HIPAA, and this BAA.

m. Training. Business Associate must train employees (and ensure verification of the same by Business Associate's agents and subcontractors as applicable) on the policies and procedures associated with safeguarding PHI. 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; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of protected health information. Training must be completed within 30 days of the date of hire by Business Associate and all employees must be re-trained at least annually thereafter. 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.

n. Litigation or Administrative Proceedings. Business Associate shall make itself, any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations, available to 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 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. Nothing herein limits or abrogates Business Associate's obligation under the State of Nevada Contract to which this BAA is incorporated to defend and indemnify Covered Entity.

o. Policies and Procedures. Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA.

p. Privacy and Security Officer(s). Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include: monitoring the Privacy and Security compliance of Business Associate; development and implementation of 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 Business Associate sustains a breach or suspected breach of protected health information.

VI. RESPONSIBILITIES OF COVERED ENTITY

a. With regard to the use and/or disclosure of PHI by Business Associate, Covered Entity agrees to:

- i. Notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- ii. Notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- iii. Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- iv. Except for Data Aggregation or management and administrative activities of Business Associate, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

VII. TERM AND TERMINATION

a. This BAA as an incorporated attachment to a State of Nevada Contract is effective upon the effective date of that referenced Contract and continues in effect extending beyond any termination of said Contract until all PHI related thereto in the custody or control of Business Associate is returned to Covered Entity and destroyed thereafter by Business Associate, or, if not feasibly destroyed, protections are extended by Business Associate to such information.

b. Covered Entity may terminate immediately this BAA, the Agreement, and any other related agreements if Covered Entity makes a determination that Business Associate has breached a material term of this BAA and Business Associate has failed to cure that material breach, to Covered Entity's reasonable satisfaction, in accordance with the notice provisions set forth in the State of Nevada Contract to which this BAA is incorporated. Covered Entity may report the breach to the Secretary of the federal United States Department of Health and Human Services.

c. If Business Associate determines that Covered Entity has breached a material term of this BAA, then Business Associate will comply with the notice provisions set forth in the State of Nevada Contract to which this BAA is incorporated and related cure opportunity

**STATE OF NEVADA
NEVADA HEALTH AUTHORITY
NOTICE OF SUBAWARD**

deadline and procedures. Business Associate may immediately report the problem to the Secretary of the federal United States Department of Health and Human Services.

- d. Upon termination of the Agreement or this BAA for any reason, all PHI maintained by Business Associate will be returned to Covered Entity or destroyed by Business Associate. Business Associate will not retain any copies of such information. This provision will apply to PHI in the possession of Business Associate's agents and subcontractors. Business Associate shall provide written certification of the destruction of PHI upon termination of the Agreement, including details of the method used and the date of destruction. If return or destruction of the PHI is not feasible, in Business Associate's reasonable judgment, Business Associate will furnish Covered Entity with notification, in writing, of the conditions that make return or destruction infeasible. Upon mutual written agreement of the Parties that return or destruction of the PHI is infeasible, Business Associate will extend the protections of this BAA to such information for as long as Business Associate retains such information and will limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible. The Parties understand that this Section will survive any termination of this BAA or the State of Nevada Contract to which it is incorporated.

VIII. HITECH ACT COMPLIANCE

- a. The Parties acknowledge that the HITECH Act includes significant changes to the Privacy Rule and the Security Rule. The privacy subtitle of the HITECH Act sets forth provisions that significantly change the requirements for business associates and the agreements between business associates and covered entities under HIPAA and these changes may be further clarified in forthcoming regulations and guidance. Each Party agrees to comply with the applicable provisions of the HITECH Act and any HHS regulations issued with respect to the HITECH Act. The Parties also agree to negotiate in good faith to modify this BAA via a duly authorized State of Nevada Contract Amendment as reasonably necessary to comply with the HITECH Act and its regulations as they become effective but, in the event that the Parties are unable to reach agreement on such a modification, the Parties shall utilize applicable and available contract termination provisions set forth in the State of Nevada Contract to which this BAA is incorporated to the extent jointly or severally authorized, utilizing the notice deadlines and provisions related to the same.

Nothing herein creates any rights in favor of any third party except as expressly stated herein or as provided by law. The Business Associate and Covered Entity have agreed to the terms of the above written BAA by incorporation of the same as an attachment or exhibit to the State of Nevada Contract between the Parties and in accordance with the order of precedence set forth in the State of Nevada Contract except where federal law may preempt Nevada law.

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

BUSINESS ASSOCIATE

Independent Contractor's Signature

Date

Independent Contractor Title

**STATE OF NEVADA
NEVADA HEALTH AUTHORITY**

Director

Stacie Weeks, JD, MPH

Date

Title

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

**STATE OF NEVADA
NEVADA HEALTH AUTHORITY
NOTICE OF SUBAWARD**

SECTION H

The attachments below are provided and incorporated herein as binding documents and used for future reporting and RFR submissions.

Attached Workbooks:

- Attachment A: Progress Reporting
- Attachment B: Request for Reimbursement
- Attachment C: Budget Plan

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



OFFICE OF EMERGENCY
MANAGEMENT

FROM DISPATCH TO DOORSTEP

Improving Rural Health Outcomes through Integrated Emergency Response Systems

LYON COUNTY, NEVADA | RURAL HEALTH TRANSFORMATION PROGRAM

2,000+

square miles of rural/frontier service area

78.5%

of 2025 fire-district calls were medical
(7149 of 9106)

4

Fire Protection Districts (EMS providers)

THE MODEL: MATCHING THE RIGHT RESOURCE TO THE RIGHT PATIENT



WHY THIS PROJECT

Lyon County's rural geography, limited provider availability, long travel distances, limited clinic hours, and transportation barriers have led residents to rely on 911 emergency services as a primary entry point into the healthcare system regardless of acuity. In 2025, **78.5% of calls for service to Lyon County's four fire protection districts were medical calls**, placing significant demands on limited fire/EMS resources. The current EMS model sends full emergency resources to medical calls regardless of acuity.

THE OPPORTUNITY

Lyon County was awarded \$4,232,824 of Nevada Health Authority, Rural Health Transformation – Rural Health System Flex Fund. These grants are made possible through a new five-year federal funding initiative that was passed as part of the One Big Beautiful Bill Act in 2025. This new initiative provides a total of \$50 billion over 5 years for improving rural healthcare across the US. Nevada was awarded \$180 million for the 1st year of the program. **Project period for budget period 1 is September 17, 2026 – August 30, 2027.**

CORE INVESTMENTS

Workforce — Adding Six (6) single-role EMT/Paramedic positions to 3 of the 4 districts.

Mobile response — Four Mobile Integrated Health (MIH) ambulances—one for each fire protection district—with associated equipment capable of responding to lower-acuity calls.

Enhance dispatch — Enhanced evidence-based pre-arrival instructions and tiered-response (when resources allow), dispatcher training, testing and live operational use.

Care coordination — Referral workflows with healthcare, behavioral health and social-service partners.

Financial sustainability — Third-party assessment of EMS and Lyon County Human Services case-management billing to maximize eligible reimbursement.

EXPECTED OUTCOMES

- **Enhanced EMS capability:** Improving the availability and deployment of critical life-saving equipment, including cardiac monitors, mechanical chest compression devices, and a MedBank system to more efficient medication management systems.
- **Better use of EMS capacity for lower-acuity calls**
- **Improved access to healthcare and wraparound services** in rural communities.
- **Improved billing capture and a stronger foundation for long-term sustainability.**

A SUSTAINABLE RURAL EMS MODEL

Building on what already exists.

The project is intentionally designed to integrate new personnel, vehicles, equipment, technology, and mobile integrated health processes through a phased-approach into the existing EMS organizational structure of each fire protection district. By building on existing staffing, dispatch, fleet, protocols, and administrative infrastructure, the project is designed to expand capability without creating an unnecessary additional operational or administrative burden on the districts.

LYON COUNTY PUBLIC SAFETY SUPPORT

Lyon County is supporting this rural EMS initiative by providing centralized grant administration and program oversight through the Lyon County Office of Emergency Management, in coordination with County administrative and fiscal staff.

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: September 17, 2026

Agenda Item Number:

14.a

Subject:

For Possible Action: Approve an additional \$5,607 to be funded from a budget transfer of the General Fund contingency for the capital purchase of a track loader with mulcher for the Facilities Department. \$140,000 was budgeted for this purchase but the quote came in at \$145,607. (Doug Homestead, Facilities Director)

Summary:

Approve an additional \$5,607 from contingency for the capital purchase of a track loader with mulcher for Facilities Department. \$140,00 was budgeted for this purchase but the quote came is at \$145,607.

Financial Department Comments:

This is recommended to be funded from a budget transfer from the General Fund contingency.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Approve an additional \$5,607 to be funded from a budget transfer of the General Fund contingency for the capital purchase of a track loader with mulcher for Facilities Department.

ATTACHMENTS

- [Cat Track Loader Quote Aug 2026](#)



JUDGE SMITH
 LYON COUNTY FACILITIES/PARKS
 1019 WINTERS PKWY
 DAYTON, NV 89403
 775.530.4317
 JUDGESMITH@LYON-COUNTY.ORG

7/31/2026

2026 New Caterpillar 265-5 COMPACT TRACK LOADER
 (STOCK UNIT)

Serial: KR416786

ID Number: E606779

Configured as Follows

Ref #	Description	Price
E606779	265-5XPS, CAB, HI-FLOW	\$126,880
	INCLUDES THE FOLLOWING:	
	ULTRA CAB PACKAGE	\$0
	HI-FLOW W/XPS HYDRAULICS	\$0
	TRIPLE FLANGE IDLERS	\$0
	COMFORT PKG, ENCLOSED CAB, HVAC, HEAT	\$0
	SEAT, AIR SUSPENSION, HEATED & VENTILATED	\$0
	QUICK COUPLER, HYDRAULIC, SELF LEVEL	\$0
	ADVANCED TOUCH SCREEN MONITOR, ADVANCED JOYSTICKS, KEYLESS START, REARVIEW	\$0
	CAMERA, LED WORK LIGHTS, REAR LIGHTS	\$0
5964438	TRACK,RUBBER,450MM(17.7 IN)BAR	\$0
6066585	FUEL, ELECTRIC PRIMING	\$0
6611438	AIR CONDITIONING, R134A REF	\$0
6518586	INTEGRATED RADIO	\$0
5792324	PRODUCT LINK, CELLULAR PLE643	\$0
5859582	INSTRUCTIONS, ANSI, USA	\$0
4218926	SERIALIZED TECHNICAL MEDIA KIT	\$0
6405909	COUNTERWEIGHT	\$1,465
6428875	FIRE EXTINGUISHER MOUNT	\$118
6259406	LED BEACON	\$294
6077351	EXHAUST/TURBO PROTECTION WRAP	\$265
6095609	DEBRIS/GUARDING PACKAGE	\$1,419
6458776	ENGINE AUTO REVERSING FAN	\$1,132
2795377	BUCKET-GP, 80", BOCE	\$2,174
4752780	MULCHER, HM316, HF XPS	\$42,667

Pricing Summary

Caterpillar List Price:	\$176,414
Less Omnia Cooperative Contract/Sourcewell Pricing Discount (21%):	(\$37,047)
Additional Dealer Prep and Transport:	\$4,350
Optional Caterpillar Extended Warranty, Governmental 60M/3000HRS:	<u>\$1,890</u>
Sale Price:	\$145,607
Sales Tax:	<u>\$0</u>
Net Total:	\$145,607

PRICING INCLUDES:

CATERPILLAR PREMIER STANDARD WARRANTY, 24M/2000HRS

CATERPILLAR GOVERNMENTAL EXTENDED POWERTRAIN+HYDRAULICS+TECHNICAL WARRANTY, 60M/3000HRS

MACHINE DELIVERY, OPERATOR TRAINING

Sincerely,

Mike Hulse
Account Manager, Governmental
Empire Cat - Reno
775.560.8227
Mike.Hulse@Empire-Cat.com

This quote is good for ninety days and prices are subject to change. All finance options are subject to credit approval. By purchasing goods or services from Empire, you agree to Empire's Terms (www.empire-cat.com/saleservice/terms), which are incorporated into this quote. Client agrees that pricing is subject to adjustment in the event a manufacturer increases pricing due to changes in applicable tariffs, duties, or other governmental charges. Due to market issues outside of Empire's control, any tires listed on this quote may not be available at time of shipment. All tire makes, models and costs are subject to change.

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: September 17, 2026

Agenda Item Number:

15.a

Subject:

For Possible Action: Authorize and select County Commissioner(s) to attend the NACo (National Association of Counties) 2026 Fall Board of Directors Meeting and Building Better Futures: A County Leaders' Symposium on Youth Outcomes in Mecklenburg, North Carolina December 3-5, 2026 for an approximate cost of \$3,500/person. (County Manager, Andrew Haskin)

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: September 17, 2026

Agenda Item Number:

15.b

Subject:

For Possible Action: Approve a letter of recommendation to the Governor's Office for Tyler Minor to continue to serve as a representative of Lyon County on the Carson-Truckee Water Conservancy District.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- [2026 DRAFT Nomination to CTWCD - Tyler Minor](#)



BOARD OF COUNTY COMMISSIONERS

LYON COUNTY NEVADA

27 South Main Street

Yerington, Nevada 89447

Phone: (775)463-6531 Fax: (775)463-6533

John Cassinelli, District 1

Scott Keller, District 2

Tammy Hendrix, District 3

Rob Jacobson, District 4

Dave Hockaday, District 5

Andrew Haskin

County Manager

September 17, 2026

Office of Governor Joe Lombardo
Boards and Commissions
Attn: Adina Fitzgerald, Director
1 State of Nevada Way, 4th Floor
Las Vegas, NV 89119

Dear Members of the Selection Committee,

I am writing to inform you that the Lyon County Board of County Commissioners at their meeting on September 17, 2026 nominated Tyler Minor to continue to serve on the Carson Truckee Water Conservancy District on behalf of Lyon County.

Tyler Minor is a valuable asset to the Conservancy District and we appreciate your consideration. Please feel free to contact me should you require any additional information.

Sincerely,

Andrew Haskin
County Manager

Cc:

Washoe County Water Conservation District, Attn: Mary Pat Eymann
Via email: marypat.wcwcd@gmail.com

Tyler Minor
Via email: twm3645@yahoo.com