

*****NOTICE OF PUBLIC MEETING*****



**BOARD OF COUNTY COMMISSIONERS
REGULARLY SCHEDULED MEETING**

**County Administration Building, Commission Chambers,
155 N. Taylor St., Suite 145, Fallon, NV 89406**

September 15, 2021 at 1:15 PM

REVISED AGENDA

Live Webcasting:

<https://churchillconv.suiteonemedia.com/web.live>

If you attend the meeting at the physical location, it is recommended that you wear a mask if you are not fully vaccinated.

If you wish to make a public comment, you may provide them via telephone by joining the Zoom meeting or email comments no later than 4:30 PM the day before the meeting to:

pammoore@churchillcountynv.gov and rpaholke@churchillcountynv.gov.

NOTES:

- I. These meetings are subject to the provisions of Nevada Open Meeting Law (NRS Chapter 241). Except as otherwise provided for by law, these meetings are open and public.
- II. Action will be taken on all Agenda items, unless otherwise noted.
- III. The Agenda is a tentative schedule. The Board of County Commissioners may act upon Agenda items in a different order than is stated in this notice, so as to affect the people's business in the most efficient manner possible.
- IV. In the Interest of time, the Board of County Commissioners reserves the right to impose uniform time limits upon matters devoted to public comment.
- V. Any statement made by a member of the Board of County Commissioners during the public meeting is absolutely privileged.

REVISED AGENDA

CALL TO ORDER.

PLEDGE OF ALLEGIANCE.

PUBLIC COMMENT.

VERIFICATION OF THE POSTING OF THE AGENDA.

CONSIDERATION AND POSSIBLE ACTION RE: APPROVAL OF AGENDA AS SUBMITTED OR REVISED.

APPOINTMENTS:

1. Employee Service Awards for the Third Quarter 2021.

2. Consideration and possible action re: Application for community support funding in the amount of \$2,500 for the Churchill County Search and Rescue's Trunk or Treat Event.
3. Consideration and possible action re: Approval of an Agreement for purchase of a Conservation/Restrictive Use Easement with Denver Scott Nygren on Assessor's Parcel Number 009-051-05, totaling 157.70 acres with 94.90 irrigated acres.
4. Consideration and possible action re: Approval of an Agreement for purchase of a Conservation/Restrictive Use Easement with Randall Brent Evans and Kristen Arlene Evans, Co-Trustees of the QUAG Family Trust udo November 3, 2005 (formerly held under The Paulsen Family Trust), on Assessor's Parcel Number 007-911-53, totaling 144.40 acres with 96.79 irrigated acres
5. Consideration and possible action re: Approval of an Interlocal Contract between the State of Nevada, Department of Health and Human Services, Division of Child and Family Services, and Churchill County Social Services for mandated child protective investigative services.
6. Consideration and possible action re: Ratification of an Agreement between Churchill County Social Services and Clean All Around for the provision of Homemaker Services at Churchill County's William N. Pennington Life Center for the period of August 1, 2021 through July 31, 2022.
7. Consideration and possible action re: Ratification of the Notice of Sub-award between Churchill County Social Services and the State of Nevada, Aging and Disability Services Division, for the provision of the Congregate Meal Program, for the period of July 1, 2021 through September 30, 2021 in the amount of \$54,588.50.
8. Consideration and possible action re: Ratification of a Notice of Sub-award between Churchill County Social Services and the State of Nevada, Aging and Disability Services Division, for the provision of the Meals on Wheels Program, for the period of July 1, 2021 through September 30, 2021 in the amount of \$50,746.86.
9. Consideration and possible action re: Approval of a Notice of Sub-award between Churchill County Social Services and the State of Nevada, Aging and Disability Services Division, for the provision of the Homemaker Program for the period of July 1, 2021 through June 30, 2022 in the amount of \$81,789.12.
10. Consideration and possible action re: Approval of a Notice of Sub-award between Churchill County Social Services and the State of Nevada, Aging and Disability Services Division, for the provision NSIP to purchase domestically produced food for the Title III-C Meal Programs for the period of July 1, 2021 through September 30, 2021 in the amount of \$11,241.32.
11. Consideration and possible action re: Approval of a Sub-award Agreement between Churchill County Social Services and The Board of Regents of the Nevada System of Higher Education, University of Nevada, Reno for the provision of the evaluation of the development of a Health District, the mapping process, and the strategies for implementation of the Health District prior to November 2023, in the amount of \$100,000.

LETTERS RECEIVED:

- [12.](#) Bureau of Land Management's notification of its decision for an emergency Wild Horse and Burro Gather in the Stone Cabin Management Area.
- [13.](#) Nevada Division of Environmental Protection's review of the Groundwater Monitoring Report, Second Quarter 2021, for the Former Smedley's Chevron, and Golden Gate Petroleum Facility, 1755 W. Williams Ave, Fallon, Nevada.
- [14.](#) Nevada Department of Taxation's letter stating that the budget augmentations done for the Fiscal Year 2020-2021 Budget pursuant to Resolution 13-2021 meet the requirements of NRS 354.598005.

NEW BUSINESS:

- [15.](#) Consideration and possible action re: Approval of a revised pay grade for the Fairgrounds Operations Deputy
- [16.](#) Consideration and possible action re: Grant of easement to Southwest Gas Corporation for gas lines that service the new civic center.
- [17.](#) Consideration and possible action re: Apportionment of the Fiscal Year 2021 greater-than-anticipated geothermal revenue in the amount of \$519,612.43.
- [18.](#) Consideration and possible action re: Apportionment of the Fiscal Year 2021 CTX revenue in the amount of \$1,946,246.11.
- [19.](#) Consideration and possible action re: Apportionment of the Fiscal Year 2021 transfer from CC Communications in the amount of \$300,000.
- [20.](#) Consideration and possible action re: Approve an advanced-step placement upon initial hire for Christine Rak as a Dispatcher

CONSENT ITEMS: (Action Items generally not requiring discussion or explanation.)

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.

- [21.](#) Consideration and possible action re: Public Works, Planning & Zoning Department's Revenue Report for August 2021 showing a total of \$45,563.57 in revenue for the month.
- [22.](#) Consideration and possible action re: Building Permit Activity Report for August 2021.
- [23.](#) Consideration and possible action re: Sheriff's Civil Report for August 2021 showing a total of \$4,559.76 in revenue collected for the month.
- [24.](#) Consideration and possible action re: Recorder's Monthly Apportionment Report for August 2021 showing a total of \$27,055.10 collected as fees for services rendered during the month.
- [25.](#) Consideration and possible action re: Report of the condition of each fund in the treasury and the statements of receipts and expenditures pursuant to NRS 251.030 and 354.290.

26. Consideration and possible action re: Building Department's Revenue Report for August totaling \$26,149.80 for August 2021

CONSIDER FUTURE AGENDA ITEMS

COMMISSIONER AND STAFF REPORTS

CLAIMS AND PAYROLL SUBMITTALS

PUBLIC COMMENT.

QUARTERLY JAIL INSPECTION.

27. Quarterly Jail Inspection of the Churchill County Law Enforcement Facility pursuant to NRS 211.020 to inquire into the security of the jail and treatment and condition of the prisoners.

ADJOURNMENT.

AFFDAVIT OF POSTING:

STATE OF NEVADA

County of Churchill

I, **Pamela D. Moore, Deputy Clerk to the Board**, do hereby affirm that I posted or caused to be posted, a copy of this notice of public meeting, on for before the **10th day of September, 2021, between the hours of 8:00 and 9:00 AM**, at the following locations in Churchill County, Nevada.

1. County Administration Building, 155 N. Taylor St., Fallon, NV
2. The Churchill County website: <https://www.churchillcountynv.gov>.
3. The State of Nevada website: <https://notice.nv.gov/>.



Pamela D. Moore, Deputy Clerk to the Board

Pamela D. Moore, Deputy Clerk to the Board, who was subscribed and sworn to before me this 10th day of September, 2021.



Renae Paholke, Deputy Clerk

Endnotes

- A. Disclosures
*Churchill County is an equal opportunity provider and employer.

Churchill County Board of Commissioners • 155 N. Taylor St., Suite 110, Fallon, NV 89406
(775) 423-4092 Fax: (775) 423-7069, Contact Pamela D. Moore, pammoore@churchillcountynv.gov

B. Accommodations/Nondiscrimination

**In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, 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 or complaint filing deadlines vary by program or incident. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible agency [(775)423-4092] or USDA's TARGET Center at (202)720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800)877-8339. Additionally, program information may be available in languages other than English. To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online 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:*

*Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or*

Fax: (202)690-7442; or

Email: program.intake@usda.gov.

C. Procedures

**The schedule of regular meetings of the Board of County Commissioners is provided for by Title 2, Chapter 2.04, of the Churchill County Code.*

**The public meetings may be conducted according to rules of parliamentary procedure.*

**Persons providing public comment will be asked to state their name for the record.*

**The Board of County Commissioners reserves the right to restrict participation by persons in the public meeting where the conduct of such persons is willfully disruptive to the people's business.*

**All supporting materials for this Agenda, previous Agendas, or Minutes are available by requesting a copy from the Clerk's office, 775-423-4092. During the meeting, there will be one copy available for public inspection. Additional copies are available by making the request from the Clerk's office. You are entitled to one copy of the supporting materials free of charge.*



CHURCHILL COUNTY AGENDA REPORT

Item 1.

Date Submitted: August 16, 2021

Meeting Date Requested: September 15, 2021

To: Board of County Commissioners

From: Jim R. Barbee, County Manager

Subject Title: Consideration and possible action re: Employee Service Awards for the Third Quarter 2021.

Type of Action Requested: None; this is for recognition of employees only.

Does this action require a Business Impact Statement? No.

Recommend Board Action: None; this is for recognition of employees only.

Discussion: Employees receiving service awards during the Third Quarter of 2021 are:

Name of Employee	Department	Years of Service
Jason Stritenberger	Sheriff's Office	5 Years
Maria Gill	Library	5 Years
Julia Mello	Juvenile Probation Office	10 Years
Jamie Sunderman	Child Support Division	10 Years
Shannon Perez	District Attorney's Office	10 Years
Lonnie Montgomery	Child Support Division	15 Years
Jesse Nuckolls	Sheriff's Office	15 Years
Julie Gilmore	Clerk/Treasurer's Office	15 Years
Michael Nolan	Facilities, Parks & Recreation	15 Years
David Downs	Road Department	25 Years
Audra Bunker	Sheriff's Office	25 Years

Prepared By: Anne McMillin, Public Information Officer

Reviewed By: Jim R. Barbee, County Manager

Benjamin Shawcroft, Chief Deputy DA

Sherry Wideman, Comptroller

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CHURCHILL COUNTY AGENDA REPORT

Item 2.

Date Submitted: September 2, 2021

Meeting Date Requested: September 15, 2021

To: Board of County Commissioners

From: Michael Gardner, Volunteer, Churchill County Search and Rescue

Subject Title: Consideration and possible action re: Application for community support funding in the amount of \$2,500 for the Churchill County Search and Rescue's Trunk or Treat Event.

Type of Action Requested: Formal Action/Motion

Does this action require a Business Impact Statement? No

Recommend Board Action: Motion to approve funding in the amount of \$_____ to support the Churchill County Search & Rescue's Trunk or Treat Event.

Discussion: A copy of the application for funding for the Churchill County Search and Rescue's Trunk or Treat is attached for review. The event will take place on October 31, 2021 at Venturacci Park. The Trunk or Treat is estimated to have between 4,000 – 5,000 participants and is a free Halloween event with the goal of providing a safe environment for local youth. This is an annual event dependent upon donations, which are used to purchase candy, decorations, and glow sticks.

Alternatives: This request is for \$2,500. The Board may determine to grant more or less funding.

Fiscal Impact: Within the Miscellaneous Grants line item of the County's Community Support budget, there was \$20,000 budgeted in fiscal year 2021-22. To date, \$8,200 has been committed, leaving a balance of \$11,800 in available funds for the remainder of the fiscal year.

Explanation of Impact: \$2,500 +/-

Funding Source: Community Support / Miscellaneous Grants (100-401-70300)

Prepared By: Julie B. Guerrero, Administrative Services Manager

Reviewed By: Jim R. Barbee, County Manager

Benjamin Shawcroft, Chief Deputy DA

Sherry Wideman, Comptroller

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Application for Funding from
Churchill County to Support a Community Event or Program

ORGANIZATION INFORMATION

Name of Organization (or Company): CHURCHILL COUNTY SEARCH & RESCUE
Chief Executive Officer: MICHAEL GARDNER
Mailing & Web Address: 1516 RIO VISTA
City: FALLON State: NV Zip: 89406 Tel & E-mail:
How long organized (or in business): 54 YEARS Tax I.D. #: RCE-004-062
Purpose of Organization: VOLUNTEER SEARCH AND RESCUE
Total Annual Budget: \$20,000
Is the organization a Non-Profit Business (501c3 Designation)? YES

PROJECT / EVENT DETAILS

Project/Event Title: TRUNK OR TREAT
Date of Event: OCT 31, 2021 Is this an annual/reoccurring event: YES
Project Director: RICK MCCUSKER Tel & E-mail: (775)428-1366
Mailing Address: 2487 HARVEY DR. FALLON NV 89406-4424
Location of Project/Event or Target Markets: VENTARACCI PARK
Estimated # of participants: 4-5,000
Does the event allow for public access by County residents? YES
What cost (if any) for admission? NONE
Summarize the objectives of this project/event? (attach additional sheet if necessary)
FREE HALLOWEEN EVENT FOR THE GHOSTS, GOULS AND GOBLINS IN A SAFE ENVIRONMENT.
What are the long term goals of this project? ANNUAL EVENT
Total estimated cost of project: \$3,000

Funds requested from Churchill County: \$ 2,500

List the amount of funding assistance from the County or CC Communications over the past five years: NONE

Total funds collected (or estimated) from other sources: \$ 20,000 IN DONATIONS

How long do you anticipate funding will be needed to support this program/event and will it be self-supporting? ANNUALLY

EXPENSES: Please itemize all expenses including, items on which community support funds will be expended. List amounts paid to administrators/coordinator/consultants.

- CANDY \$1,400 •
- DECORATIONS \$300 •
- GLOW STICKS \$800 •
- •

REVENUE: Please itemize all revenue including requested community support monies.

Specifically list revenues raised by the organization.

- NONE FOR THIS EVENT •
- •
- •
- •

COMMUNITY BENEFITS:

Please describe the benefits of this program/event to the residents of this community. Include any additional information you feel is important for the Commissioners to consider

SAFE ENVIRONMENT FOR TRICK OR TREATERS

Signature of Project Director: [Handwritten Signature]

Date: 8-23-21



Office of the Churchill County Manager

October 4, 2021

10/8/21

Michael Gardner
Churchill County Search and Rescue
1516 Rio Vista
Fallon, NV 89406

RE: Application for Funding to Support Search & Rescue's Trunk or Treat Event

Dear Mr. Gardner,

On behalf of the Board of County Commissioners I would like to thank you for your interest in applying for funding from the county to support Search and Rescue's Trunk or Treat event. We appreciate the time you took to complete an application and attend the September 15, 2021 Commission Meeting to present your request.

As you are aware, your request for support was approved in the amount of \$2,500 and the check is enclosed. The county will happily provide our logo to be used for advertising purposes, and we have a sponsorship banner if it is useful for your upcoming event.

Your dedication, service, and commitment to promote and encourage community events for the youth and families of Churchill County is commended. We wish you success with the Trunk or Treat and appreciate Search and Rescue's efforts to host a safe, family-friendly event.

If you have any questions regarding use of the county's logo and to pick-up our banner, please contact Julie Guerrero from my office at (775) 423-5136 or our Public Information Officer; Anne McMillin at (775) 423-2266.

Sincerely,

Jim R. Barbee
County Manager

Encl: Sponsorship Check

CHURCHILL COUNTY - ACCOUNTS RECEIVABLE
DEPT APPROX *Guerrero* 10/4/21
AMOUNT \$2,500.00 100-401-7030
AMOUNT _____
COMPLETION DATE _____

Churchill County is an equal opportunity provider and employer.



CHURCHILL COUNTY AGENDA REPORT

Item 3.

Date Submitted: September 2, 2021

Meeting Date Requested: September 15, 2021

To: Board of County Commissioners

From: Jim R. Barbee, County Manager

Subject Title: Consideration and possible action re: Approval of an Agreement for purchase of a Conservation/Restrictive Use Easement with Denver Scott Nygren on Assessor's Parcel Number 009-051-05, totaling 157.70 acres with 94.90 irrigated acres.

Type of Action Requested: Formal Action/Motion

Does this action require a Business Impact Statement? No

Recommend Board Action: Motion to approve purchase of a Conservation Easement and 184 Transferable Development Rights from the approved Sending Site, Assessor's Parcel Number 009-051-05.

Discussion: The subject property is under the ownership of Denver Scott Nygren and is an approved Sending Site. The Sending Site Application includes 157.70 acres of land, with 94.90 acres of water rights. Easement on this property and development rights transferred to designated receiving sites will preserve agriculture and facilitate Naval Air station Fallon's plan to minimize urban growth on lands surrounding the base. This purchase meets Churchill County TDR Program goals.

Alternatives: Many alternatives exist in land acquisition. However, most of these alternatives offer several constraints to landowners. The easements proposed by Churchill County/Navy are less restrictive to farmers and allow them to continue managing the land in compliance with local practices.

Fiscal Impact: Estimated Total Cost: \$275,000, plus closing costs, to be divided 90% Navy and 10% Churchill County. Churchill County's portion to be paid from the Water Resource Fund.

Explanation of Impact: Approving these expenditures will support the Transfer of Development Rights (TDR) Program for Churchill County, protect productive agricultural lands, and reduce the ability for urban growth to encroach upon NAS Fallon. The reduction of encroachment upon NAS Fallon will protect one of our community's most important economic assets, while also keeping water in our valley. The TDR Program offers community benefit and potentially facilitates the ability of developers to bear some of the fiscal responsibility of urban growth.

Funding Source: U.S. Navy and Water Resources Fund (380-380-76631)

Prepared By: Julie B. Guerrero, Administrative Services Manager

Reviewed By: Jim R. Barbee, County Manager

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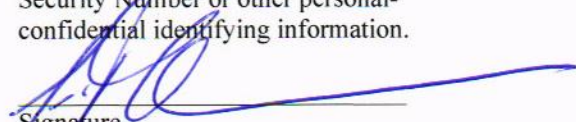
Benjamin Shawcroft, Chief Deputy DA

Sherry Wideman, Comptroller

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APN: 009-051-05

I hereby affirm that this document does not contain any Federal Social Security Number or other personal-confidential identifying information.


Signature
Jim Barbee, County Manager
Print Name and Title



**AGREEMENT FOR PURCHASE OF CONSERVATION /
RESTRICTIVE USE EASEMENT**

This Agreement is made and entered into this 30th day of August, 2021, by and Between CHURCHILL COUNTY, NEVADA, a political subdivision of the State of Nevada, hereinafter "Buyer", and Denver Scott Nygren, hereinafter "Seller".

1. **Parties.** Buyer is a political subdivision of the State of Nevada. Seller is a person (person, company, or corporation), residing in or doing business in the State of Nevada.
2. **Authority.** Seller is an owner of real property in the State of Nevada and has authority to sell to Buyer an interest in that certain real property more particularly described in Section 4 hereof.
3. **Purpose.** Buyer seeks purchase of a "restrictive use easement", or "conservation easement", to be imposed upon all of that real property described in Section 4 hereof, for the purpose of preserving rural resources, including, without limitation, agricultural operations, open space, water resources, and military installation buffer areas.
4. **Property Description.** Physical Address of Property: 6575 & 6675 Mission Rd, Fallon, NV
APN: 009-051-05



- Legal Description Attached as Exhibit hereto.
- Legal Description Not Attached as Exhibit hereto.

5. **Legal Consideration.** Subject to all other terms and conditions hereof, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller for the sum of Two Hundred Seventy-Five Thousand Dollars (\$275,000.00) a restrictive use agreement to be imposed upon all of that certain real property described in Section 4 hereof.



Buyer [] and Seller [] have read this page.

Other Legal Consideration:
None

6. **Duration of Easement.** The parties hereto acknowledge that any easement purchased as a result of this Agreement is intended to be perpetual servitude, continuing and running with the land forever and shall be binding upon the parties and their respective personal representatives, heirs, successors and assigns.
7. **Lapse.** This Agreement shall expire or lapse, without penalty to either party, in the event that final approval hereof has not been made by the Board of County Commissioners as provided for by Section 8 hereof.
8. **Governmental Approval Required.** This Agreement is subject to, and made conditional upon, final approval of the Board of County Commissioners of Churchill County, Nevada, to be made in a public meeting as provided for by Chapter 241 of the Nevada Revised Statutes (Open Meeting Law).
9. **Expiration of Offer.** This offer shall expire, subject to final approval as provided for by Section 8 hereof, the 30th day of August 2022, at the hour of 5:00 a.m., p.m.
10. **Evidence of Title.** Evidence of title will be in the form of a policy of Title Insurance, issued by Western Nevada Title and paid by: Buyer. Within seven (7) days of acceptance of this Agreement by Seller, Buyer will order a preliminary title report and copies of CC&Rs and other documents of record if applicable. Within five (5) days after receipt, Buyer will report to Seller, in writing, any valid objections to the title. Seller will use due diligence to remove such exceptions at his or her own expense before close of escrow. If such exceptions cannot be removed before close of escrow, this Agreement will terminate, unless Buyer elects to purchase easement subject to such exceptions. If Seller concludes he or she is, in good faith, unable to remove such objections, Seller will notify Buyer within ten (10) days after receipt of said objections. In that event Buyer may terminate Agreement.
11. **Legal and Tax Consequences.** The creation of a restrictive use easement or conservation easement upon the property described in Section 4 hereof may have significant legal and tax consequences for the Seller. No promises or warranties have been made by Buyer as to any tax related benefits or liabilities that may or will rise by virtue of this Agreement. The Seller agrees to obtain independent advice from his/her legal or tax counsel regarding the subject matter of this Agreement.

Buyer  and Seller  have read this page.

12. **Escrow.** Buyer and Seller agree that they will deposit with an escrow holder, to be selected by the Buyer, all funds and instruments necessary to complete the terms of this Agreement. This Agreement, together with any addenda and other written escrow agreement will constitute joint escrow instructions to the escrow holder.
13. **Default.** In the event that the Buyer defaults in the performance of this Agreement, Seller is entitled to payment for actual damages incurred by Seller. In the event that Seller defaults in the performance of this Agreement, Buyer is entitled to payment for actual damages incurred by Buyer.
14. **Bonds and Assessments.** Except as otherwise provided for by law or other agreement, all taxes, bonds and assessments imposed upon the property shall continue to be paid by Seller relating to that certain real property described in Section 4 hereof.
15. **Attorney's Fees.** In any action, arbitration, or other proceeding involving a dispute between the Buyer and Seller, arising out of the execution of this Agreement, or the sale of the interest in real property described herein, whether for tort or breach of contract, and whether or not brought to trial or final judgement, the prevailing party will be entitled to receive a reasonable attorney fee, expert witness fees, and costs to be determined by the court or arbitrator(s).
16. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which is deemed to be an original.
17. **Time.** Time is of the essence in this Agreement.
18. **Modification.** This Agreement may be modified only in a writing executed and dated by the parties hereto.
19. **Entire Agreement.** This Agreement contains the entire agreement of the parties and supersedes all prior agreements or representations with respect to the property which are expressly set forth.
20. **Assignment.** Except as otherwise provided for by Section 21 hereof, Buyer may not assign any right under this Agreement without the prior written consent of the Seller. Any such assignment will be void and unenforceable.
21. **Rights of Third Parties.** The parties expressly agree that for the purposes enumerated in Section 3 hereof, the servitude to be imposed upon that real property described in Section 4 shall be made for the benefit of the Buyer and for the benefit any third party contributing in the provision of legal consideration to the Seller under this Agreement, including, without limitation, the United States Navy.

Buyer [] and Seller [] have read this page.

22. **Payment of Liens.** The seller(s) herein acknowledge and agree that any and all liens on the real property over which the conservation easement is to be placed shall be paid in full or subordinated to said easement at the close of escrow.

23. **Pay-off of Liens.** The seller(s) agree to provide escrow agent with loan numbers and contact information for obtaining a pay-off demand of any liens together with a signed authorization for lender to deliver pay-off demands to escrow agent.

24. **Subordination of Liens.** The seller(s) agree that in the event they want to have any liens subordinated to said agreement, they will contact lender to obtain the subordination agreement. Said Subordination Agreement must be approved by buyer and title company prior to close of escrow.

25. **Additional Terms and Conditions.**

None

26. **Addenda.**

The following addenda are attached and made a part of this Agreement by reference.

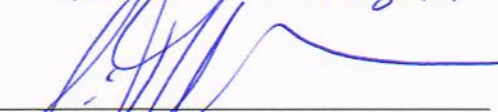
No addenda are attached hereto.

Dated this 30th day of August 2021.



Seller

Dated this 30th day of August 2021.

BY: 

For Churchill County, Nevada (Buyer)



CHURCHILL COUNTY AGENDA REPORT

Item 4.

Date Submitted: September 9, 2021

Meeting Date Requested: September 15, 2021

To: Board of County Commissioners

From: Jim R. Barbee, County Manager

Subject Title: Consideration and possible action re: Approval of an Agreement for purchase of a Conservation/Restrictive Use Easement with Randall Brent Evans and Kristen Arlene Evans, Co-Trustees of the QUAG Family Trust udo November 3, 2005 (formerly held under The Paulsen Family Trust), on Assessor's Parcel Number 007-911-53, totaling 144.40 acres with 96.79 irrigated acres

Type of Action Requested: Formal Action/Motion

Does this action require a Business Impact Statement? No

Motion to approve purchase of a Conservation Easement and 169

Recommend Board Action: Transferable Development Rights from the approved Sending Site, Assessor's Parcel Number 007-911-53.

Discussion: The subject property is under the ownership of Randall Brent Evans and Kristen Arlene Evans, Co-Trustees of the QUAG Family Trust udo November 3, 2005 (formerly held under The Paulsen Family Trust) and is an approved Sending Site. The Sending Site Application includes 144.40 acres of land, with 96.79 acres of water rights. Easement on this property and development rights transferred to designated receiving sites will preserve agriculture and facilitate Naval Air station Fallon's plan to minimize urban growth on lands surrounding the base. This purchase meets Churchill County TDR Program goals.

Alternatives: Many alternatives exist in land acquisition. However, most of these alternatives offer several constraints to landowners. The easements proposed by Churchill County/Navy are less restrictive to farmers and allow them to continue managing the land in compliance with local practices.

Fiscal Impact: Estimated Total Cost: \$290,000, plus closing costs, to be divided 90% Navy and 10% Churchill County. Churchill County's portion to be paid from the Water Resource Fund.

Explanation of Impact: Approving these expenditures will support the Transfer of Development Rights (TDR) Program for Churchill County, protect productive agricultural lands, and reduce the ability for urban growth to encroach upon NAS Fallon. The reduction of encroachment upon NAS Fallon will protect one of our community's most important economic assets, while also keeping water in our valley. The TDR Program offers community benefit and potentially facilitates the ability of developers to bear some of the fiscal responsibility of urban growth.

Funding Source: U.S. Navy and Water Resources Fund (380-380-76631)

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Prepared By: Julie B. Guerrero, Administrative Services Manager

Reviewed By: Jim R. Barbee, County Manager

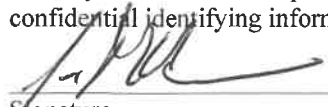
Benjamin Shawcroft, Chief Deputy DA

Sherry Wideman, Comptroller

The submission of this agenda report by county officials is not intended, necessarily, to reflect agreement as to a particular course of action to be taken by the board; rather, the submission hereof is intended, merely, to signify completion of all appropriate review processes in readiness of the matter for consideration and action by the board.

APN: 007-911-53

I hereby affirm that this document *does not* contain any Federal Social Security Number or other personal-confidential identifying information.




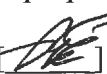

Signature

Jim R. Barbee, County Manager
Print Name and Title

**AGREEMENT FOR PURCHASE OF CONSERVATION /
RESTRICTIVE USE EASEMENT**

This Agreement is made and entered into this 8th day of September, 2021, by and Between CHURCHILL COUNTY, NEVADA, a political subdivision of the State of Nevada, hereinafter “Buyer”, and Randall Brent Evans and Kristen Arlene Evans, Co-Trustees of the QUAG Family Trust udo November 3, 2005, hereinafter “Seller”.

1. **Parties.** Buyer is a political subdivision of the State of Nevada. Seller is a person (person, company, or corporation), residing in or doing business in the State of Nevada.
2. **Authority.** Seller is an owner of real property in the State of Nevada and has authority to sell to Buyer an interest in that certain real property more particularly described in Section 4 hereof.
3. **Purpose.** Buyer seeks purchase of a “restrictive use easement”, or “conservation easement”, to be imposed upon all of that real property described in Section 4 hereof, for the purpose of preserving rural resources, including, without limitation, agricultural operations, open space, water resources, and military installation buffer areas.
4. **Property Description.** Physical Address of Property: 3600 Austin Hwy, Fallon, NV
APN: 007-911-53
 - Legal Description Attached as Exhibit hereto.
 - Legal Description Not Attached as Exhibit hereto.
5. **Legal Consideration.** Subject to all other terms and conditions hereof, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller for the sum of Two Hundred Ninety Thousand Dollars (\$290,000.00) a restrictive use agreement to be imposed upon all of that certain real property described in Section 4 hereof.

Buyer  and Seller   have read this page.

Other Legal Consideration:
None

- 6. **Duration of Easement.** The parties hereto acknowledge that any easement purchased as a result of this Agreement is intended to be perpetual servitude, continuing and running with the land forever and shall be binding upon the parties and their respective personal representatives, heirs, successors and assigns.
- 7. **Lapse.** This Agreement shall expire or lapse, without penalty to either party, in the event that final approval hereof has not been made by the Board of County Commissioners as provided for by Section 8 hereof.
- 8. **Governmental Approval Required.** This Agreement is subject to, and made conditional upon, final approval of the Board of County Commissioners of Churchill County, Nevada, to be made in a public meeting as provided for by Chapter 241 of the Nevada Revised Statutes (Open Meeting Law).
- 9. **Expiration of Offer.** This offer shall expire, subject to final approval as provided for by Section 8 hereof, the 8th day of September 2022, at the hour of 5:00 a.m., p.m.
- 10. **Evidence of Title.** Evidence of title will be in the form of a policy of Title Insurance, issued by Western Nevada Title and paid by: Buyer. Within seven (7) days of acceptance of this Agreement by Seller, Buyer will order a preliminary title report and copies of CC&Rs and other documents of record if applicable. Within five (5) days after receipt, Buyer will report to Seller, in writing, any valid objections to the title. Seller will use due diligence to remove such exceptions at his or her own expense before close of escrow. If such exceptions cannot be removed before close of escrow, this Agreement will terminate, unless Buyer elects to purchase easement subject to such exceptions. If Seller concludes he or she is, in good faith, unable to remove such objections, Seller will notify Buyer within ten (10) days after receipt of said objections. In that event Buyer may terminate Agreement.
- 11. **Legal and Tax Consequences.** The creation of a restrictive use easement or conservation easement upon the property described in Section 4 hereof may have significant legal and tax consequences for the Seller. No promises or warranties have been made by Buyer as to any tax related benefits or liabilities that may or will rise by virtue of this Agreement. The Seller agrees to obtain independent advice from his/her legal or tax counsel regarding the subject matter of this Agreement.

Buyer [] and Seller [] [] have read this page.

12. **Escrow.** Buyer and Seller agree that they will deposit with an escrow holder, to be selected by the Buyer, all funds and instruments necessary to complete the terms of this Agreement. This Agreement, together with any addenda and other written escrow agreement will constitute joint escrow instructions to the escrow holder.
13. **Default.** In the event that the Buyer defaults in the performance of this Agreement, Seller is entitled to payment for actual damages incurred by Seller. In the event that Seller defaults in the performance of this Agreement, Buyer is entitled to payment for actual damages incurred by Buyer.
14. **Bonds and Assessments.** Except as otherwise provided for by law or other agreement, all taxes, bonds and assessments imposed upon the property shall continue to be paid by Seller relating to that certain real property described in Section 4 hereof.
15. **Attorney's Fees.** In any action, arbitration, or other proceeding involving a dispute between the Buyer and Seller, arising out of the execution of this Agreement, or the sale of the interest in real property described herein, whether for tort or breach of contract, and whether or not brought to trial or final judgement, the prevailing party will be entitled to receive a reasonable attorney fee, expert witness fees, and costs to be determined by the court or arbitrator(s).
16. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which is deemed to be an original.
17. **Time.** Time is of the essence in this Agreement.
18. **Modification.** This Agreement may be modified only in a writing executed and dated by the parties hereto.
19. **Entire Agreement.** This Agreement contains the entire agreement of the parties and supercedes all prior agreements or representations with respect to the property which are expressly set forth.
20. **Assignment.** Except as otherwise provided for by Section 21 hereof, Buyer may not assign any right under this Agreement without the prior written consent of the Seller. Any such assignment will be void and unenforceable.
21. **Rights of Third Parties.** The parties expressly agree that for the purposes enumerated in Section 3 hereof, the servitude to be imposed upon that real property described in Section 4 shall be made for the benefit of the Buyer and for the benefit any third party contributing in the provision of legal consideration to the Seller under this Agreement, including, without limitation, the United States Navy.

Buyer  and Seller  [KE] have read this page.

22. **Payment of Liens.** The seller(s) herein acknowledge and agree that any and all liens on the real property over which the conservation easement is to be placed shall be paid in full or subordinated to said easement at the close of escrow.

23. **Pay-off of Liens.** The seller(s) agree to provide escrow agent with loan numbers and contact information for obtaining a pay-off demand of any liens together with a signed authorization for lender to deliver pay-off demands to escrow agent.

24. **Subordination of Liens.** The seller(s) agree that in the event they want to have any liens subordinated to said agreement, they will contact lender to obtain the subordination agreement. Said Subordination Agreement must be approved by buyer and title company prior to close of escrow.

25. **Additional Terms and Conditions.**
None

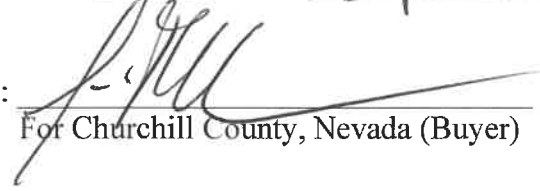
26. **Addenda.**

- The following addenda are attached and made a part of this Agreement by reference.
- No addenda are attached hereto.

Dated this 8 day of September 2021.

	
Seller <i>CO-Trustee</i>	Seller <i>CO-Trustee</i>

Dated this 8th day of September 2021.

BY: 
For Churchill County, Nevada (Buyer)



CHURCHILL COUNTY AGENDA REPORT

Item 5.

Date Submitted: September 02, 2021

Meeting Date Requested: September 15, 2021

To: Board of County Commissioners

From: Shannon Ernst, Social Services Director and Public Guardian

Subject Title: Consideration and possible action re: Approval of an Interlocal Contract between the State of Nevada, Department of Health and Human Services, Division of Child and Family Services, and Churchill County Social Services for mandated child protective investigative services.

Type of Action Requested: Approval

Does this action require a Business Impact Statement? No

Recommend Board Action: Motion to approve the Contract not to exceed \$811,302 for FY22 and FY23.

Churchill County is required, per NRS. 432B.190, to provide investigation of reported youth that are suspected to be neglected or abused. Churchill County has agreed to enter into a Contract with the State of Nevada to fulfill this obligation.

Discussion: The Contract continues to increase based on the increase of reports received and the cost for the intake center to process said reports. Churchill County, in coordination with other counties under the population of 100,000 and NACO, are working with the State of Nevada, Department of Health and Human Services, Child Protective Services to continually monitor costs and caseloads. This is a percentage based contract for the number of youth residing within Churchill County projections, not actual cases investigated.

Alternatives: Not to fund and provide services directly by approval of the Governor's Office .

Fiscal Impact: Not to Exceed: FY22 \$408,045, FY23 \$403,257, for a total of \$811,302

Explanation of Impact: Costs based on projected number of youth residing within Churchill County.

Funding Source: Social Services Fund/Indigent Fund.

Prepared By: Shannon Ernst, Social Services Director and Public Guardian

Reviewed By: Jim R. Barbee, County Manager

Benjamin Shawcroft, Chief Deputy DA

Sherry Wideman, Comptroller

The submission of this agenda report by county officials is not intended, necessarily, to reflect agreement as to a particular course of action to be taken by the board; rather, the submission hereof is intended, merely, to signify completion of all appropriate review processes in readiness of the matter for consideration and action by the board.

CETS #:	24755
Agency Reference #:	CPS Assessments

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

Public Entity #1:	Department of Health and Human Services Division of Child and Family Services
Address:	4126 Technology Way, 3rd Floor
City, State, Zip Code:	Carson City, NV 89706
Contact:	Sharon Knigge
Phone:	775-684-7952
Fax:	775-684-4455
Email:	contracts@dcfs.nv.gov

Public Entity #2:	Churchill County
Address:	155 Taylor Street
City, State, Zip Code:	Fallon, NV 89406
Contact:	Shannon Ernst
Phone:	775-423-4092
Fax:	775-423-7069
Email:	ssdirector@churchillcountv.org

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

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

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

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

2. **DEFINITIONS**

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

CETS #:	24755
Agency Reference #:	CPS Assessments

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

Effective Retroactively From:	July 1, 2021	To:	June 30, 2023
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4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in *Section 3, Contract Term*, provided that a termination shall not be effective until **30** days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.
6. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following Attachments, specifically describes the Scope of Work. This Contract incorporates the following Attachments in descending order of constructive precedence:

ATTACHMENT A:	SCOPE OF WORK
---------------	---------------

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

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

\$408,045	for	State Fiscal Year 2022
\$403,257	for	State Fiscal Year 2023

Total Contract or installments payable at:	To be paid on a quarterly basis as specified in Attachment A
--	--

Total Contract Not to Exceed:	\$811,302
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Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

8. **ASSENT.** The parties agree that the terms and conditions listed in the incorporated Attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.
9. **INSPECTION & AUDIT**

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

CETS #:	24755
Agency Reference #:	CPS Assessments

- B. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.
- C. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.
- 10. **BREACH - REMEDIES.** Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall not exceed \$150.00 per hour.
- 11. **LIMITED LIABILITY.** The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.
- 12. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, acts of public enemy, acts of terrorism, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
- 13. **INDEMNIFICATION.** Neither party waives any right or defense to indemnification that may exist in law or equity.
- 14. **INDEPENDENT PUBLIC AGENCIES.** The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or constructed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.
- 15. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
- 16. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
- 17. **ASSIGNMENT.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.
- 18. **OWNERSHIP OF PROPRIETARY INFORMATION.** Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

CETS #:	24755
Agency Reference #:	CPS Assessments

19. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
20. **CONFIDENTIALITY.** Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.
21. **FEDERAL FUNDING.** In the event, federal funds are used for payment of all or part of this Contract, the parties agree to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
- A. The parties certify, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation Subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - B. The parties and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
 - C. The parties and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
 - D. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
22. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in *Section 6, Incorporated Documents*.
23. **GOVERNING LAW – JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.
24. **ENTIRE AGREEMENT AND MODIFICATION.** This Contract and its integrated Attachment(s) constitute the entire agreement of the parties and as such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated Attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such Attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.

CETS #:	24755
Agency Reference #:	CPS Assessments

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

Churchill County


 Churchill County Commissioner _____ 9/15/21 _____
 Date Title
 Chairman, Churchill County

State of Nevada


 for Ross Armstrong _____ 9/22/21 _____
 Date Title
 Administrator, Division of Child and Family Services


 for Richard Whitley _____ 9/22/2021 _____
 Date Title
 Director, Department of Health and Human Services


 Signature - Board of Examiners _____

APPROVED BY BOARD OF EXAMINERS

NOV - 9 2021

On: _____
Date

Approved as to form by:


 Deputy Attorney General for Attorney General _____

On: 08-03-2021 _____
Date

**INTERLOCAL CONTRACT BETWEEN:
NEVADA DIVISION OF CHILD AND FAMILY SERVICES
CHILD WELFARE – CHILD PROTECTIVE SERVICES
AND
CHURCHILL COUNTY**

ATTACHMENT A: SERVICE AGREEMENT

Pursuant to NRS 432B.326; Subsection 1, each county whose population is less than 100,000 shall pay an assessment each fiscal year to the Division of Child and Family Services in an amount which does not exceed the amount authorized by the Legislature for the provision of child protective services by the Division in the county during that year. 2. The county shall pay the assessment: (a) In full within 30 days after the amount of the assessment becomes final; or (b) in equal quarterly installments on or before the first day of July, October, January and April respectively.

The assessment is based on the percentage of the population for persons under the age of 18. Child protective services means services for the protection of children, including without limitation, investigations of abuse or neglect and assessments. The term does not include foster care services or services related to adoption.

The State of Nevada Division of Child and Family Services (DCFS), recognizes the benefit of collaborating partnerships with rural counties to ensure the safety and well-being of children. As a collaborating partner with **CHURCHILL COUNTY**, hereinafter referred to as the **COUNTY**, the Division hereinafter referred to as the **STATE**, supports the provision of Child Protective Services to meet the needs of the children in the community.

1. The **COUNTY** agrees to provide the following according to the identified timeframes:
 - 1.1. The **COUNTY** whose population is less than 100,000 shall pay the assessment provided to them by the **STATE** in full within 30 days after the amount of the assessment becomes final or in equal quarterly installments on or before the first day of July, October, January and April respectively.
2. The **STATE** agrees to:
 - 2.1. The **STATE** shall provide child protective services in accordance with the standards adopted pursuant to NRS 432B.190.
 - 2.2. The **STATE** shall notify the **COUNTY** the amount of the assessment on or before May 1 of each year for the ensuing fiscal year. The assessment is to be based upon the population of the **COUNTY** and percentage of the population that are persons under the age 18 in that **COUNTY**.
 - 2.3. The **STATE** shall provide a quarterly invoice to the **COUNTY** to be paid in full within 30 days after the amount of the assessment become final or in equal quarterly installments on or before the first day of July, October, January and April respectively.
 - 2.4. The **STATE** shall submit a report to the **COUNTY**, on or before December 1 of each year that contains a statement of:
 - 2.4.1. The total number of children who received child protective services in each the county in the immediately preceding fiscal year; and
 - 2.4.2. The amount and categories of the expenditures made by the Division on child protective services in each county in the immediately preceding fiscal year.
 - 2.5. The **STATE** shall provide to the **COUNTY**, on or before December 1 of each even-numbered year, the total proposed budget of the Division for the county for the next succeeding biennium, including the projected number of children who will receive child protective services and the projected costs of child protective services attributed to the county.



CHURCHILL COUNTY AGENDA REPORT

Item 6.

Date Submitted: September 02, 2021

Meeting Date Requested: September 15, 2021

To: Board of County Commissioners

From: Shannon Ernst, Social Services Director and Public Guardian

Subject Title: Consideration and possible action re: Ratification of an Agreement between Churchill County Social Services and Clean All Around for the provision of Homemaker Services at Churchill County's William N. Pennington Life Center for the period of August 1, 2021 through July 31, 2022.

Type of Action Requested: Approval

Does this action require a Business Impact Statement? No

Recommend Board Action: Motion to ratify the Agreement between Churchill County Social Services and Clean All Around as presented for homemaker services to be offered to Churchill County 60 plus and / or disabled residents

Churchill County provides homemaker services to those that are 60 and older and/or that are disabled under the new guideline. The State of Nevada ADSD provides funding to support such services. Churchill County has received the necessary funding to maintain the program for those that are at or below 50% of poverty and have been assessed for in need and eligible for services.

Discussion: Previously, the services were provided by employed staffing of the Coalition for Senior Citizens. The program underwent a full evaluation and it was determined to be more effective for cost and service structure through a contract and to allow for additional clients to be on-boarded as funds allow.

The contract rate is \$25 to \$28 per hour based on the number of clients referred, with a sliding scale fee for services from 0% - 100% to be paid by the client. The program will maintain a waitlist should there be a lack of grant funding or matching funds available.

Alternatives: Not to fund and return grant funds to ADSD and evaluate alternatives.

Fiscal Impact: Projected \$103,886; projected final grant from ADSD \$185,675, an increase from \$81,789, Churchill County match \$27,851.25, an increase from \$12,268.

Explanation of Impact: Costs at \$25/per service hour, with a total of 7,427 service hours.

Funding Source: Senior Services and Indigent Fund.

Prepared By: Shannon Ernst, Social Services Director and Public Guardian

Reviewed By: Jim R. Barbee, County Manager

The submission of this agenda report by county officials is not intended, necessarily, to reflect agreement as to a particular course of action to be taken by the board; rather, the submission hereof is intended, merely, to signify completion of all appropriate review processes in readiness of the matter for consideration and action by the board.

Benjamin Shawcroft, Chief Deputy DA

Sherry Wideman, Comptroller

The submission of this agenda report by county officials is not intended, necessarily, to reflect agreement as to a particular course of action to be taken by the board; rather, the submission hereof is intended, merely, to signify completion of all appropriate review processes in readiness of the matter for consideration and action by the board.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services (hereinafter "Agreement") is entered into between Churchill County (hereinafter "County") and Clean All Around (hereinafter "Contractor") for the provision of professional services to the County.

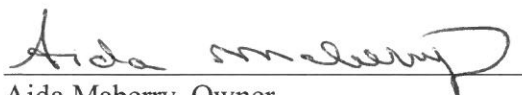
1. **County's Obligation.** For the services rendered by Contractor, County shall pay \$ 25.00 - \$28.00 per unit of service (one hour = one unit) for the period starting August 1, 2021 until services are terminated. Such rate of pay shall vary between the maximum rate of \$28.00 per unit of service and the minimum rate of \$25.00 per unit of service based upon the number of clients receiving Homemaker services as agreed by Churchill County Social Services.
2. **Contractor Obligation.** Contractor agrees to provide the services of grant and services transition for operations at the Churchill County William N. Pennington Life Center. Such services shall be as set forth in the attached scope of work as Exhibit A.
3. **Effective Date.** This Agreement shall become effective on the date of the last signature affixed hereto but shall encompass services already rendered by Contractor starting August 1, 2021.
4. **Term.** This Agreement shall remain in effect until either Party provides written or verbal notice of the conclusion of services, with at least one week notice prior to termination.
5. **Modification.** This Agreement may be modified only by written agreement of the parties and signed by all of the parties.
6. **Entire Agreement.** This Agreement embodies the entire Agreement of the parties and constitutes the entire understanding of the parties hereto with respect to the transaction contemplated herein, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this agreement.
7. **Applicable Law.** The validity, construction and enforceability of this Agreement shall be governed in all respects by the laws of Nevada applicable to agreements negotiated, executed and performed in Nevada, and venue for any action brought to enforce the terms of this Agreement shall be in Churchill County, Nevada.
8. **Invalid Provision.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never composed a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be effected by such illegal, invalid or unenforceable provision or by its severance from this Agreement.
9. **Construction and Interpretation.** The rule requiring construction or interpretation against the drafter of this Agreement is waived. This document shall be deemed as if it were drafted by both parties in mutual effort.
10. **Indemnification.** To the fullest extent permissible by law, County agrees to indemnify, protect, defend, save and hold harmless Contractor from and against any and all debts, duties obligations, suits, claims, demands, causes of action, damages, losses, costs and expenses, including without limitation attorney's fees and court costs in any way connected with or arising out of the performance of this Agreement as a result of the acts or omissions of County, its agents, employees or representatives.

To the fullest extent permissible by law, Contractor agrees to indemnify, protect, defend, save and hold harmless County from and against any and all debts, duties obligations, suits, claims, demands, causes of action, damages, losses, costs and expenses, including without limitation attorney's fees and court costs in any way connected with or arising out of the performance of this Agreement as a result of the acts or omissions of Contractor, its agents, employees or representatives

- 11. **Immunities.** As more specifically expressed in the attached appointment, it is intended by this Agreement that CONTRACTOR be afforded all protections and immunities which are granted to the County under Nevada State law for preparing and responding to emergencies.
- 12. **Independent Contractor.** In the performance of all services in executing the purposes of the Agreement, Contractor shall be, and acknowledges that Contractor is, in fact and law, an independent contractor and not an agent or employee of the County. Contractor has and retains the right to exercise full supervision and control over the manner and methods of providing the services described herein.
- 13. **Insurance.** Contractor agrees to maintain required workers' compensation coverage throughout the entire term of the Agreement at his sole expense.
- 14. **Dispute Resolution.** In the event of a dispute rising from the performance of this Agreement, the parties agree first to submit the dispute to a mediator for resolution. In the event that the parties cannot resolve the dispute by mediation, either party may file a claim against the other. The parties agree that venue for such claim will be Churchill County, Nevada.



Pete Olsen, Chairman
Board of Churchill County Commissioners
COUNTY



Aida Maberry, Owner
Clean All Around
CONTRACTOR

EXHIBIT A

ATTACHMENT A

SCOPE OF WORK

1. Purpose

To provide homemaker service to individuals, age 60 and older, who are unable to perform some, or all, of the necessary homemaker activities based on an assessment of their functional abilities. Homemaker services are designed to, in a dignified manner, sustain older individuals in their communities and homes.

2. Understandings

Churchill County Social Services (CCSS) does not promise or guarantee the number of homemaker clients referred or the number of homemaker service units authorized.

3. Churchill County Social Services (CCSS) Will:

- 3.1 Be responsible for scheduling assessments, reassessments and eligibility determinations with a **Contractor** case manager.
- 3.2 Approve homemaker service plans. Service plans function as prior authorization for homemaker services.
- 3.3 Conduct quality reviews with clients at the 1 month, 3 months, and 9 months of service marks. Provide **Contractor** written summaries of reviews, to include any findings relevant to the homemaker service. Work with **Contractor** to address and resolve discrepancies through the predetermined communications process outlined below.
- 3.4 Reimburse **Contractor** for services provided in accordance with service plans. Holiday pay, over-time pay, or other instances of time and a half pay will not be reimbursed by **CCSS**.
- 3.5 Provide **Contractor** a copy of **CCSS'** homemaker services policy and procedures, and a copy of Aging and Disability services Division (ADSD) Service Specifications that contain guidelines for the program.

4. Contractor Will:

- 4.1 Coordinate assessments and reassessments with a **CCSS** employee assigned to the Homemaker program.

- 4.2 Provide homemaker services in accordance with **CCSS'** service plan.
- 4.3 Based on **CCSS'** service plans, create individualized and person-centered homemaker care plans.
- 4.4 Schedule directly with clients based on service plans, clients' need and conversations with **CCSS'** homemaker staff.
- 4.5 Provide the additional documentation required by the ASD Homemaker Service Specifications.
- 4.5.1 Homemaker Activity Record – a homemaker activity record and timecard are required to be completed after each service visit and must contain the following documentation:
- 4.5.1.1 Name of client and date of service;
 - 4.5.1.2 Housekeeping and chore tasks provided to the client, including any services provided in addition to those specified in the service plan;
 - 4.5.1.3 Homemaker's time of arrival and departure;
 - 4.5.1.4 Signature of client (or client's representative) and signature of homemaker;
 - 4.5.1.5 A list of authorized services from the service plan not provided to the client and a brief explanation why the services were not provided.
- 4.6 Client signatures are to be obtained only after services have been provided.
- 4.7 Complete the six (6) month quality assurance visit and provide written summaries to **CCSS** to include findings.
- 4.8 Within 30 days of notice, create corrective action plans to address and resolve program discrepancies identified by **CCSS**.
- 4.9 Maintain supervisory coverage during the hours of which homemaker services are provided.
- 4.10 Conduct and document background checks from a valid fingerprint-based entity for all employees who provide homemaker services to **CCSS** clients.
- 4.10.1 If the background check returns a record of criminal history and the employee indicates that record is incorrect, 30 days are allowed to correct the record, however, these individuals must be directly supervised during the 30-day period of review.
 - 4.10.2 Conviction of the crimes found in NRS 449.174, 1(a) (1-15), will disqualify persons from working for programs funded by the Aging and Disability Services Division (ADSD) and therefore will not be permitted to work with **CCSS** clients.
 - 4.10.3 Individuals for whom the background check results are pending may not have unsupervised access to clients until satisfactory results are received.

- 4.11 Take full responsibility and liability for property and/or physical injury involving **CCSS** homemaker clients while receiving service under this contract.
- 4.12 Abuse, Neglect, Exploitation, isolation, or abandonment of Older Persons and Vulnerable Persons: Comply with mandatory reporting requirements set forth in NRS Chapters 200 (Crimes against the Person) and 427A (Services to Aging Persons and persons with Disabilities).
- 4.13 Older Americans Act (OAA): Comply with applicable OAA laws and regulations.
- 4.14 HIPAA: Comply with health Insurance Portability and Accountability Act (HIPAA) laws and regulations regarding Protected Health Information.

5 Specifications

5.1 Unit of Measure = One unit equals one hour.

5.2 Required Services

- 5.2.1 General Cleaning: General cleaning to include vacuuming, mopping, sweeping, cleaning bathroom(s), cleaning kitchen, emptying trash, dusting, changing linens and/or washing laundry based on the client's desires determined through person centered planning.
- 5.2.2 Mail: May pick up on-site mail from Postal Service

6 Complaint and Communication Process

For all consumer complaints reported to either party, an incident report will be completed and subsequent actions will be followed in accordance with **Contractor's** policies and procedures.

- 6.1 **CCSS** will be responsible for resolving "no shows" that occur with three consecutive appointments and will provide a written summary of the solution to **Contractor**.
 - 6.1.1 Early dismissals that occur with three consecutive appointments will be reported to **Contractor**.
- 6.2 **Contractor** will:
 - 6.2.1 Notify **CCSS** of any **Contractor** or client requested schedule change that will impact services.
 - 6.2.2 **Contractor** will identify hours based on client need and submit to **CCSS** recommendations for updated service plan. **CCSS** approval must be received in writing.

- 6.2.3 Notify **CCSS** of any elder protective service reports made regarding **CCSS** clients in accordance with **Contractor's** policy and procedures.
- 6.2.4 Notify **CCSS** of any environmental or life changes that have been noted or disclosed to **Contractor**. **CCSS** will provide additional services, information, and referrals to address the needs of the client, whenever possible.
- 6.2.5 Resolve any complaints regarding contract staff and services, and provide subsequent actions in accordance with **Contractor's** policies and procedures.

6.3 Appeal Process

- 6.3.1 In the event a solution is not acceptable by the **Contractor** or **CCSS**, a written request to appeal will be submitted to the **CCSS** Director.
- 6.3.2 Within 30 days of the receipt of the appeal, the **CCSS** Director will schedule a conference with the **Contractor's** Director to determine a final outcome.



CERTIFICATE OF LIABILITY INSURANCE

DATE (M/12/17)	Item 6.
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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No. Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Aida Maberry DBA Clean All Around 1674 Vista Moon Circle Fernley NV 89408	INSURER A: Hiscox Insurance Company Inc NAIC # 10200	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			UDC-4613521-CGL-20	09/25/2020	09/25/2021	EACH OCCURRENCE \$ 300,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 300,000 GENERAL AGGREGATE \$ 300,000 PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg. \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

TECHNOLOGY INSURANCE COMPANY, INC.

20 Trafalgar Square, Suite 459
Nashua, NH 03063

WORKERS' COMPENSATION
and
EMPLOYERS' LIABILITY INSURANCE POLICY

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.



Stephen Ungar, Secretary



Christopher H. Foy, President

To obtain information, please contact your agent or Technology Insurance Company, Inc. at **877-528-7878**. You may also write Technology Insurance Company, Inc. Consumer Relations at:

800 Superior Avenue East, 21st Floor
Cleveland, OH 44114



AmTrust North America

An AmTrust Financial Company

Timely reporting of workers' compensation claims is essential so a complete and thorough investigation can be completed and determination of benefits made. Additionally, timely claim reporting supports our efforts to provide you and your employees the best possible medical and disability management. We urge you to please report the claim immediately upon notification.

Claim Reporting Information

To Report a Claim by Phone, Fax or Email

For ALL States

Phone: (866) 272-9267

Fax: (877) 669-9140

Email: Amtrustclaims@qrm-inc.com

Have a specific claim question? Contact the following service offices:

States	Office	Mailing Address	Physical Address	Phone / Fax
AL, AR, VA, NC, SC, GA, MS, TN, WV	Atlanta, GA	AmTrust North America P.O. Box 94405 Cleveland, OH 44101	AmTrust North America 8995 Westside Parkway Alpharetta, GA 30009	888-239-3909 678-258-8000 Fax 678-258-8399
AZ, CO, LA, MT, NE, NM, OK, OR, SD, TX, UT	Dallas, TX	AmTrust North America P.O. Box 89453 Cleveland, OH 44101	AmTrust North America 4455 LBJ Freeway Suite 700 Dallas, TX 75244	214-360-8000 866-249-4298 Fax 678-258-8395
DC, DE, MD, NJ, NY, PA	Princeton, NJ	AmTrust North America P.O. Box 94405 Cleveland, OH 44101	AmTrust North America 3 Independence Way Suite 401 Princeton, NJ 08540	888-239-3909 Fax 678-258-8399
IL, IN, MI, KS, KY, MO, IA, MN, WI	Chicago, IL	AmTrust North America P.O. Box 89453 Cleveland, OH 44101	AmTrust North America 233 North Michigan Ave Suite 1200 Chicago, IL 60601	888-239-3909 312-781-0401 Fax 678-258-8395
FL	Boca Raton, FL	AmTrust North America of FL P.O. Box 94574 Cleveland, OH 44101	AmTrust North America of FL 903 NW 65th Street Boca Raton, FL 33487	800-866-8600 561-962-9300 Fax 561-962-0620
FL	Sarasota, FL	AmTrust North America of FL P.O. Box 94574 Cleveland, OH 44101	AmTrust North America of FL 1605 Main St, 8th Floor Sarasota, FL 34236	800-866-8600 561-962-9300 Fax 561-962-0620
FL	Maitland, FL	AmTrust North America of FL P.O. Box 94574 Cleveland, OH 44101	AmTrust North America of FL 495 N Keller Road, Suite 400 Maitland, FL 32751	866-450-8608 Fax 561-962-0620
FL	Jacksonville, FL	AmTrust North America of FL P.O. Box 94574 Cleveland, OH 44101	AmTrust North America of FL 5011 Gate Parkway, Bldg 100, Ste 100 Jacksonville, FL 32256	Fax 561-962-0620
NE Assigned Risk	Rocky Hill, CT	AmTrust North America P.O. Box 94405 Cleveland, OH 44101	AmTrust North America 400 Executive Blvd, 4th Floor Southington, CT 06489	800-215-7256 Fax 860-701-1361
AK, CA, FD, HI	Concord, CA	AmTrust North America P.O. Box 89404 Cleveland, OH 44101-6404	AmTrust North America 1655 Grant Street Concord, CA 94524	844-601-7760 925-288-6600 Fax 216-643-5500

States	Office	Mailing Address	Physical Address	Phone / Fax
CA	San Diego, CA	AmTrust North America P.O. Box 89404 Cleveland, OH 44101-6404	AmTrust North America 16875 W. Bernardo Dr Suite 200 San Diego, CA 92127	877-829-6305 858-385-4040 Fax 216-643-5500
CA	Irvine, CA	AmTrust North America P.O. Box 89404 Cleveland, OH 44101-6404	AmTrust North America 17771 Cowan Irvine, CA 92614	844-601-7760 Fax 216-643-5500
CA	Covina, CA	AmTrust North America P.O. Box 89404 Cleveland, OH 44101-6404	AmTrust North America 874 South Village Oaks Dr Covina, CA 91724	626-915-1951 Fax 216-643-5500
NV	Las Vegas, NV	AmTrust North America P.O. Box 89404 Cleveland, OH 44101-6404	AmTrust North America 4730 S Fort Apache Rd, #250 Las Vegas, NV 89147	844-601-7760 702-688-5020 Fax 216-643-5500
MA, ME, NH, NJ NY, VT	Albany, NY	AmTrust North America P.O. Box 6935 Cleveland, OH 44101-6935	AmTrust North America 10 British American Blvd Latham, NY 12110	888-239-3909 Fax 518-213-1908
	Melville, NY	AmTrust North America P.O. Box 6935 Cleveland, OH 44101-6935	AmTrust North America 3 Huntington Quadangle, Suite 2015 Melville, NY 11747	Fax 518-213-1908
MA, ME, CT, NH RI, VT	Nashua, NH	AmTrust North America P.O. Box 6935 Cleveland, OH 44101-6935	AmTrust North America 98 Spitbrook Road Nashua, NH 03062	888-239-3909 Fax 678-258-8399
	Mt. Laurel, NJ	AmTrust North America P.O. Box 94405 Cleveland, OH 44101	AmTrust North America 8000 Midlantic Dr, Suite 410N Mt Laurel, NJ 08054	888-239-3909 Fax 678-258-8399
	Philadelphia, PA	AmTrust North America P.O. Box 94405 Cleveland, OH 44101	AmTrust North America 1700 Market Street 7th Floor Philadelphia, PA 19103	888-239-3909 Fax 678-258-8399

ACORD™ WORKERS COMPENSATION – FIRST REPORT OF INJURY OR ILLNESS

EMPLOYER (NAME & ADDRESS INCL ZIP) Clean All Around 1674 Vista Moon Ct Fernley, NV 89408		CARRIER/ADMINISTRATOR CLAIM NUMBER		REPORT PURPOSE CODE
		JURISDICTION	JURISDICTION CLAIM NUMBER	
		INSURED REPORT NUMBER		
SIC CODE	EMPLOYER FEIN 842299523	EMPLOYER'S LOCATION ADDRESS (IF DIFFERENT)		LOCATION #
				PHONE #
				COUNTY

CARRIER/CLAIMS ADMINISTRATOR

CARRIER (NAME, ADDRESS & PHONE NO) Technology Insurance Company, Inc. 800 Superior Avenue East, 21st Floor Cleveland, OH 44114		POLICY PERIOD 8/28/2020 TO 8/28/2021 CHECK IF APPROPRIATE <input type="checkbox"/> SELF INSURANCE	CLAIMS ADMINISTRATOR (NAME, ADDRESS & PHONE NO) To Report a Claim By Phone: 1-866-272-9267 To Report a Claim By Fax: 1-877-669-9140 To Report a Claim My Email: amtrustclaims@qrm-inc.com
CARRIER FEIN 02-0449082	POLICY / SELF INSURED NUMBER TWC3909713	ADMINISTRATOR FEIN	
AGENT NAME & CODE NUMBER CoverHound Inc.dba CoverHound Insurance Solutions -# 152038			

EMPLOYEE / WAGE

NAME (LAST, FIRST, MIDDLE)		DATE OF BIRTH	SOCIAL SECURITY NUMBER	DATE HIRED	STATE OF HIRE
ADDRESS (INCL ZIP)		SEX <input type="checkbox"/> MALE <input type="checkbox"/> FEMALE <input type="checkbox"/> UNKNOWN	MARITAL STATUS <input type="checkbox"/> UNMARRIED (SNGL/DIV) <input type="checkbox"/> MARRIED <input type="checkbox"/> SEPARATED <input type="checkbox"/> UNKNOWN	OCCUPATION / JOB TITLE	
PHONE HOME WORK		# OF DEPENDENTS	EMPLOYMENT STATUS		NCCI CLASS CODE
RATE PER:	<input type="checkbox"/> DAY <input type="checkbox"/> WEEK	<input type="checkbox"/> MONTH <input type="checkbox"/> OTHER:	# DAYS WORKED/WEEK	FULL PAY FOR DAY OF INJURY? DID SALARY CONTINUE	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> NO

OCCURRENCE / TREATMENT

TIME EMPLOYEE BEGAN WORK	DATE OF INJURY / ILLNESS	TIME OF OCCURRENCE	LAST WORK DATE	DATE EMPLOYER NOTIFIED	DATE DISABILITY BEGAN
CONTACT NAME / PHONE NUMBER		TYPE OF INJURY / ILLNESS		PART OF BODY AFFECTED	
DID INJURY / ILLNESS EXPOSURE OCCUR ON EMPLOYER'S PREMISES? <input type="checkbox"/> YES <input type="checkbox"/> NO		TYPE OF INJURY / ILLNESS CODE		PART OF BODY AFFECTED	
DEPARTMENT OR LOCATION WHERE ACCIDENT OR ILLNESS EXPOSURE OCCURRED			ALL EQUIPMENT, MATERIALS, OR CHEMICALS EMPLOYEE WAS USING WHEN ACCIDENT OR ILLNESS EXPOSURE OCCURRED		
SPECIFIC ACTIVITY THE EMPLOYEE WAS ENGAGED IN WHEN THE ACCIDENT OR ILLNESS EXPOSURE OCCURRED			WORK PROCESS THE EMPLOYEE WAS ENGAGED IN WHEN ACCIDENT OR ILLNESS EXPOSURE OCCURRED		
HOW INJURY OR ILLNESS/ABNORMAL HEALTH CONDITION OCCURRED. DESCRIBE THE SEQUENCE OF EVENTS AND INCLUDE ANY OBJECT OR SUBSTANCES THAT DIRECTLY INJURED THE EMPLOYEE OR MADE THE EMPLOYEE ILL					CAUSE OF INJURY CODE
DATE RETURN(ED) TO WORK	IF FATAL, GIVE DATE OF DEATH	WERE SAFEGUARDS OR SAFETY EQUIPMENT PROVIDED? WERE THEY USED?		<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> NO	
WITNESS (NAME & PHONE)		HOSPITAL (NAME & ADDRESS)		INITIAL TREATMENT <input type="checkbox"/> NO MEDICAL TREATMENT <input type="checkbox"/> MINOR BY EMPLOYER <input type="checkbox"/> MINOR CLINIC/HOSP <input type="checkbox"/> EMERGENCY CARE <input type="checkbox"/> HOSPITALIZED > 24 HRS <input type="checkbox"/> FUTURE MAJOR MED/LOST TIME ANTICIPATED	
DATE ADMINISTRATOR NOTIFIED	DATE PREPARED	PREPARER'S NAME & TITLE	PHONE NUMBER		



Dear Policyholder,

In an effort to provide AmTrust customers with a variety of billing options, the below fee structure will be applied to your new policy.

This fee structure helps customers to meet payment due dates, ensures that valid and properly funded payments are submitted, and provides an incentive for paid-in-full options.

Our fee structure is as follows:

Fee Title	Fee Amount	Description
Returned Payment Fee	\$25	A returned payment fee applied to any returned payment.
Late Fee	\$20	Late fee applied if payment not received on or before payment due date.
Installment Fee	\$15	A "paper" billing fee that is assessed for each mailed installment invoice. Excludes down payment and annual payment plans. Fee is billed at the account level.
Reinstatement Fee	\$50	Fee applied upon reinstatement of a non-payment cancellation.
EFT Fee	\$3	An "electronic" billing fee that is assessed for each ACH Direct Debit transaction. Fee is billed at the account level.

*Fee amount may vary by state and program of business

For policyholders who choose to pay their annual premium on installments, we plan to implement an installment fee, which will be displayed on your renewal invoice.

Thank you for your attention. If you have any questions, feel free to contact our Customer Service Department at 877.528.7878.

We value you as a policyholder and appreciate the opportunity to serve you.

Sincerely,

AmTrust North America
Customer Service Department



AmTrust North America
An AmTrust Financial Company

Provide 24/7 Toll-Free Claim Reporting

For ALL States

Phone: (866) 272-9267

Fax: (775) 908-3724 or (877) 669-9140

Email: Amtrustclaims@qrm-inc.com

Online: www.amtrustfinancial.com (Must Register)

Information Required for All Claims reported.

1. Name of the insured and policy number
2. Date, Time & Place of Accident
3. Description of accident or incident
4. Name, phone and/or e-mail of person making the report

Additional Information Required for Specific Claim Types

A. For Workers' Compensation

1. **MUST have the injured employee's social security number as it is required by law**
2. Description of injury

B. For Property Claims

1. Physical address of the loss
2. If more than one building on property must have specific building(s) involved
3. Type of loss, i.e., Fire, Theft, etc.
4. Description of loss or damage

C. For Motor Vehicle (Auto) Claims

1. Name, address and contact information of **ALL** parties involved.
2. Make, model and VIN of the insured vehicle
3. Make, model of all other vehicles involved
4. Current location of all vehicles
5. Name and contact information **for each driver and all passengers**
6. Name and contact information any known witnesses

D. For General Liability Claims

1. Physical address of where the loss occurred
2. Name, address and contact information for all persons claiming injury or damage
3. Name and contact information any known witnesses



AmTrust North America
An AmTrust Financial Company

Reporte De Reclamo Gratuito 24/7

Para todos los Estados - Demanda Informes Sólo
Teléfono: (866) 272-9267
Fax: (775) 908-3724 o (877) 669-9140
Correo electrónico: Amtrustclaims@qrm-inc.com
En línea: www.amtrustfinancial.com (deben registrarse)

Información necesaria para todos los reclamos registrados.

1. Nombre de la cantidad asegurada y la política
2. Fecha, hora y lugar del accidente
3. Descripción del accidente o incidente
4. Nombre, teléfono y/o correo electrónico de la persona que hace el informe

Información adicional requerida para los tipos de demanda específica

A. Para la compensación

1. **Debe tener número de seguro social del empleado lesionado como es requerido por la ley**
2. Descripción de la lesión

B. Para reclamos de propiedad

1. Dirección física de la pérdida
2. Si más de un edificio en propiedad debe tener edificios específicos involucrados
3. Tipo de pérdida, es decir, incendio, robo, etc.
4. Descripción de la pérdida o daño

C. Para reclamaciones de vehículos de Motor (Auto)

1. Nombre, dirección e información de contacto de **todas** las partes involucradas.
2. Marca, modelo y VIN del vehículo asegurado
3. Marca, modelo de todos los otros vehículos involucrados
4. Ubicación actual de todos los vehículos
5. Nombre y datos de contacto **para cada conductor y todos los pasajeros**
6. Nombre y datos de contacto de cualquier testigo conocido

D. Para las demandas de responsabilidad General

1. Dirección física de donde se produjo la pérdida
2. Nombre, dirección e información de contacto para todas las personas que lesiones o daños
3. Nombre y datos de contacto de cualquier testigo conocido

PARA PREGUNTAS GENERALES DE RECLAMACIÓN, LLAME AL 888-239-3909



Frequently Asked Questions

- **Where's my claims kit?** There are 2 ways to access claims kits online:
 - Direct Link: www.talispoint.com/amtrust/external
 - From our website: www.amtrustfinancial.com
 - Click Claims
 - Click Provider Directory or California MPN
 - Click State Rules/Kits
 - Choose corresponding State
 - Open Claims Kit via .pdf link

- **I have an injured worker, how do I find a doctor?** We will provide completed Panel of Physicians for the required 4 states (CO, GA, PA & TN). All other states can access the physician directory online.
 - Direct Link: www.talispoint.com/amtrust/external
 - From our website: www.amtrustfinancial.com
 - Click Claims
 - Click Provider Directory or California MPN
 - Specific laws for directing medical treatment for each state is listed on the State Rules Tab
 - Search for physicians by Name, Address or Regional Searches.

- **Where's my posting notices?** All states claim kits are available online, including applicable postings. There are 10 states we will mail additional notices, we cannot place online, to the main address on the policy. The 10 states are: CO, CT, FL, GA, MD, ME, NC, NY, PA and TN.

- **I have a question about my claims kit or physician access, who do I contact?** You may contact Client Services, 678-258-8313, lisa.johnson@amtrustgroup.com

- **I have a question about a claim or injured worker, who do I contact?** Please contact our Customer Service to direct you to the appropriate person, 888-239-3909.

Technology Insurance Company, Inc.

A Stock Insurance Company

WORKERS COMPENSATION
AND EMPLOYERS LIABILITY
INSURANCE POLICY

WC 99 00 01 B
1 of 5
INFORMATION PAGE

Ncci Code: 39071

1. Insured:

Clean All Around
1674 Vista Moon Ct

Fernley, NV 89408

Other workplaces not shown above:

None

Producer:

AmTrust North America, Inc.
c/o CoverHound Inc.dba CoverHound Insurance Solutions
5655 Lindero Canyon Rd. Suite 420
Westlake Village, CA 91362

Policy Number: TWC3909713

Individual Partnership

Corporation

Federal Tax ID: 842299523

Risk Id:

Renewal of: New

2. The policy period is from 8/28/2020 to 8/28/2021 12:01 a.m. at the insured's mailing address.

3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: Nevada

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

State	Bodily Injury by Accident	Bodily Injury by Disease	Bodily Injury by Disease
	\$100,000 each accident	\$500,000 policy limit	\$100,000 each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here: All states except ND, OH, WA, WY and State(s) Designated in Item 3A.

D. This policy includes these endorsements and schedules: See Extension of Information Page

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

See Extension of Information Page

TOTAL ESTIMATED ANNUAL PREMIUM	630
STATE ASSESSMENT	0
TOTAL ESTIMATED COST	630
Minimum Premium	500

Issue Date: 8/28/2020

Countersigned by: _____
Authorized Representative

Insured: Clean All Around

Policy Number: TWC3909713

**EXTENSION OF INFORMATION PAGE FOR ITEM #1
ITEM 1: NAMED INSURED and WORKPLACES**

**NAMED INSURED:
WORKPLACES:**

Clean All Around
Location Number 1.
1674 Vista Moon Ct

Fernley, NV 89408

Fein: 842299523

Insured: Clean All Around

Policy Number: TWC3909713

EXTENSION OF INFORMATION PAGE FOR ITEM #3.D
ITEM 3.D: ENDORSEMENT SCHEDULE

State	Form Number	Description
	WC000000C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
	WC990001B	DECLARATIONS PAGE
	WC000115	NOTIFICATION ENDORSEMENT OF PENDING LAW CHANGE TO TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT OF 2015
	WC000404	PENDING RATE CHANGE ENDORSEMENT
	WC000406A	PREMIUM DISCOUNT ENDORSEMENT
	WC000414A	NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT
	WC000419	PREMIUM DUE DATE ENDORSEMENT
	WC000421D	CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT
	WC000422B	TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT
	WC000424	AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT
NV	WC270601C	NEVADA CANCELLATION AND NONRENEWAL ENDORSEMENT

Insured: Clean All Around

Policy Number: TWC3909713

**EXTENSION OF INFORMATION PAGE FOR ITEM #4
ITEM 4: SCHEDULE OF PREMIUMS**

Classifications	# of Emps	Code No.	Premium Basis Total Est. Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
Nevada					
Residential Cleaning Services By Contractor - Inside	2	0917	10,000	4.22	422
Manual Premium					422
Total Manual Premium					422
Total Premium Subject To Experience Modification					422
Experience Modification N/A					422
Terrorism 6%		9740			6
Catastrophe (other than Terrorism) 2%		9741			2
Expense Constant		0900			200
Total NV Premium					630
Total NV Cost					630
TOTAL ESTIMATED ANNUAL PREMIUM					630
STATE ASSESSMENT					0
TOTAL COST					630

Insured: Clean All Around

Policy Number: TWC3909713

PAYMENT SCHEDULE

Statement Closing Date	Payment Due Date	Description	Amount Due
	9/15/2020	Downpayment	\$47.00
	10/28/2020	Installment 1 of 11	\$53.00
	11/28/2020	Installment 2 of 11	\$53.00
	12/28/2020	Installment 3 of 11	\$53.00
	1/28/2021	Installment 4 of 11	\$53.00
	2/28/2021	Installment 5 of 11	\$53.00
	3/28/2021	Installment 6 of 11	\$53.00
	4/28/2021	Installment 7 of 11	\$53.00
	5/28/2021	Installment 8 of 11	\$53.00
	6/28/2021	Installment 9 of 11	\$53.00
	7/28/2021	Installment 10 of 11	\$53.00
	8/28/2021	Installment 11 of 11	\$53.00
			Total Cost \$630.00

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

GENERAL SECTION**A. The Policy**

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

B. Who is Insured

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

C. Workers Compensation Law

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

D. State

State means any state of the United States of America, and the District of Columbia.

E. Locations

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

**PART ONE
WORKERS COMPENSATION INSURANCE****A. How This Insurance Applies**

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay promptly when due the benefits required of you by the workers compensation law.

C. We Will Defend

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

D. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

E. Other Insurance

We will not pay more than our share of benefits and costs covered by this insurance and other

(Ed. 1-15)

insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

F. Payments You Must Make

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

G. Recovery From Others

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

H. Statutory Provisions

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
5. This insurance conforms to the parts of the

workers compensation law that apply to:

- a. benefits payable by this insurance;
 - b. special taxes, payments into security or other special funds, and assessments payable by us under that law.
6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

PART TWO EMPLOYERS LIABILITY INSURANCE

A. How This Insurance Applies

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

B. We Will Pay

We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against

such third party as a result of injury to your employee;

2. For care and loss of services; and
3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. Exclusions

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651-1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901-944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;

9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

E. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. Reasonable expenses incurred at our request, but not loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. Litigation costs taxed against you;
4. Interest on a judgment as required by law until we offer the amount due under this insurance; and
5. Expenses we incur.

(Ed. 1-15)

F. Other Insurance

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. **Bodily Injury by Accident.** The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. **Bodily Injury by Disease.** The limit shown for "bodily injury by disease—policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease—each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. Recovery From Others

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

I. Actions Against Us

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and

2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

PART THREE OTHER STATES INSURANCE

A. How This Insurance Applies

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

B. Notice

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

PART FOUR YOUR DUTIES IF INJURY OCCURS

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal

papers related to the injury, claim, proceeding or suit.

4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE PREMIUM

A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancellation table and procedure. Final premium will not be less than the minimum premium.

F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

PART SIX CONDITIONS

A. Inspection

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. Long Term Policy

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

C. Transfer of Your Rights and Duties

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

E. Sole Representative

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation.

NOTIFICATION ENDORSEMENT OF PENDING LAW CHANGE TO TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT OF 2015

This endorsement is being attached to your workers compensation and employers liability insurance policy. This endorsement does not replace the separate Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 B) that is attached to your current policy and which remains in effect as applicable.

The Terrorism Risk Insurance Act of 2002 (TRIA) as previously amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2015 (TRIPRA 2015), provides for a program under which the federal government will share in the payment of insured losses caused by certain acts of terrorism. In the absence of affirmative US Congressional action to extend, update, or otherwise reauthorize TRIPRA 2015, in whole or in part, TRIPRA 2015 is scheduled to expire On December 31, 2020.

Since the timetable for any further Congressional action respecting TRIPRA 2015 is presently unknown, and exposure to acts of terrorism remains, we are providing policyholders with relevant information concerning their workers compensation policies in the event of TRIPRA 2015's expiration.

Your policy provides coverage for workers compensation losses caused by acts of terrorism, including workers compensation benefit obligations dictated by state law, except in Pennsylvania where injuries or deaths resulting from certain war-related activities are excluded from workers compensation coverage. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy.

The premium charge for the coverage that your policy provides for terrorism losses is shown in Item 4 of the policy Information Page or the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 B) Schedule that is attached to your policy. This amount may continue or change for new, renewal, and in-force policies in effect on or after December 31, 2020, in the event of TRIPRA 2015's expiration, subject to regulatory review in accordance with applicable state law.

You need not do anything further at this time.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. **(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective	8/28/2020	Policy No.	TWC3909713	Endorsement No.	0
Insured	Clean All Around			Premium \$	630
Insurance Company	Technology Insurance Company, Inc.				

Countersigned by _____

PENDING RATE CHANGE ENDORSEMENT

A rate change filing is being considered by the proper regulatory authority. The filing may result in rates different from the rates shown on the policy. If it does, we will issue an endorsement to show the new rates and their effective date.

If only one state is shown in Item 3.A. of the Information Page, this endorsement applies to that state. If more than one state is shown there, this endorsement applies only in the state shown in the Schedule.

Schedule

State

NV

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	8/28/2020	Policy No.	TWC3909713	Endorsement No.	0
Insured	Clean All Around			Premium \$	630
Insurance Company	Technology Insurance Company, Inc.				

Countersigned by _____

PREMIUM DISCOUNT ENDORSEMENT

The premium for this policy and the policies, if any, listed in Item 3 of the Schedule may be eligible for a discount. This endorsement shows your estimated discount in Items 1 or 2 of the Schedule. The final calculation of premium discount will be determined by our manuals and your premium basis as determined by audit. Premium subject to retrospective rating is not subject to premium discount.

Schedule

1. State	Estimated Eligible Premium			
	First	Next	Next	Balance
Nevada	\$5,000 0%	\$95,000 10.9%	\$400,000 12.6%	14.4%

- 2. Average percentage discount: 0 %
- 3. Other policies:
- 4. If there are no entries in Items 1, 2 and 3 of the Schedule, see the Premium Discount Endorsement attached to your policy number:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. **(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective	8/28/2020	Policy No.	TWC3909713	Endorsement No.	0
Insured	Clean All Around			Premium \$	630
Insurance Company	Technology Insurance Company, Inc.				

Countersigned by _____

90-DAY REPORTING REQUIREMENT—NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

You must report any change in ownership to us in writing within 90 days of the date of the change. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity, and other changes provided for in the applicable experience rating plan. Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes.

Failure to report any change in ownership, regardless of whether the change is reported within 90 days of such change, may result in revision of the experience rating modification factor used to determine your premium.

This reporting requirement applies regardless of whether an experience rating modification is currently applicable to this policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. **(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective	8/28/2020	Policy No.	TWC3909713	Endorsement No.	0
Insured	Clean All Around			Premium \$	630
Insurance Company	Technology Insurance Company, Inc.				

Countersigned by _____

PREMIUM DUE DATE ENDORSEMENT

This endorsement is used to amend:

Section D. of Part Five of the policy is replaced by this provision.

**PART FIVE
PREMIUM**

D. **Premium** is amended to read:

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. **The due date for audit and retrospective premiums is the date of the billing.**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 8/28/2020
Insured Clean All Around

Policy No. TWC3909713

Endorsement No.
Premium \$630

Insurance Company Technology Insurance
Company, Inc.

Countersigned by _____

WC 00 04 19
(Ed. 1-01)

CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT

This endorsement is notification that your insurance carrier is charging premium to cover the losses that may occur in the event of a Catastrophe (other than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism). This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 B), attached to this policy.

For purposes of this endorsement, the following definitions apply:

- Catastrophe (other than Certified Acts of Terrorism): Any single event, resulting from an Earthquake, Noncertified Act of Terrorism, or Catastrophic Industrial Accident, which results in aggregate workers compensation losses in excess of \$50 million.
- Earthquake: The shaking and vibration at the surface of the earth resulting from underground movement along a fault plane or from volcanic activity.
- Noncertified Act of Terrorism: An event that is not certified as an Act of Terrorism by the Secretary of Treasury pursuant to the Terrorism Risk Insurance Act of 2002 (as amended) but that meets all of the following criteria:
 - a. It is an act that is violent or dangerous to human life, property, or infrastructure;
 - b. The act results in damage within the United States, or outside of the United States in the case of the premises of United States missions or air carriers or vessels as those terms are defined in the Terrorism Risk Insurance Act of 2002 (as amended); and
 - c. It is an act that has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- Catastrophic Industrial Accident: A chemical release, large explosion, or small blast that is localized in nature and affects workers in a small perimeter the size of a building.

The premium charge for the coverage your policy provides for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism) is shown in Item 4 of the Information Page or in the Schedule below.

State	Schedule Rate	Premium
NV	0.02	\$2.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. **(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective	8/28/2020	Policy No.	TWC3909713	Endorsement No.	0
Insured	Clean All Around			Premium \$	630
Insurance Company	Technology Insurance Company, Inc.				

Countersigned by _____

TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2015. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

“Act” means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2015.

“Act of Terrorism” means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States as meeting all of the following requirements:

- a. The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property or infrastructure.
- c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
- d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

“Insured Loss” means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

“Insurer Deductible” means, for the period beginning on January 1, 2015, and ending on December 31, 2020, an amount equal to 20% of our direct earned premiums, during the immediately preceding calendar year.

Limitation of Liability

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceed:
 - a. \$100,000,000, with respect to such Insured Losses occurring in calendar year 2015, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
 - b. \$120,000,000, with respect to such Insured Losses occurring in calendar year 2016, the United States Government would pay 84% of our Insured Losses that exceed our Insurer Deductible.
 - c. \$140,000,000, with respect to such Insured Losses occurring in calendar year 2017, the United States Government would pay 83% of our Insured Losses that exceed our Insurer Deductible.
 - d. \$160,000,000, with respect to such Insured Losses occurring in calendar year 2018, the United States Government would pay 82% of our Insured Losses that exceed our Insurer Deductible.
 - e. \$180,000,000, with respect to such Insured Losses occurring in calendar year 2019, the United States Government would pay 81% of our Insured Losses that exceed our Insurer Deductible.
 - f. \$200,000,000, with respect to such Insured Losses occurring in calendar year 2020, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.

(Ed. 1-15)

- 2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
- 3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

State	Schedule Rate	Premium
NV	0.06	\$6.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	8/28/2020	Policy No.	TWC3909713	Endorsement No.	0
Insured	Clean All Around			Premium \$	630
Insurance Company	Technology Insurance Company, Inc.				

Countersigned by _____

AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT

Part Five—Premium, Section G. (Audit) of the Workers Compensation and Employers Liability Insurance Policy is revised by adding the following:

If you do not allow us to examine and audit all of your records that relate to this policy, and/or do not provide audit information as requested, we may apply an Audit Noncompliance Charge. The method for determining the Audit Noncompliance Charge by state, where applicable, is shown in the Schedule below.

If you allow us to examine and audit all of your records after we have applied an Audit Noncompliance Charge, we will revise your premium in accordance with our manuals and Part 5—Premium, E. (Final Premium) of this policy.

Failure to cooperate with this policy provision may result in the cancellation of your insurance coverage, as specified under the policy.

Note:

For coverage under state-approved workers compensation assigned risk plans, failure to cooperate with this policy provision may affect your eligibility for coverage.

Schedule		
States(s)	Estimated Annual Premium Amount	Maximum Audit Noncompliance Charge Multiplier
NV	\$422	1X

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. **(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective	8/28/2020	Policy No.	TWC3909713	Endorsement No.	0
Insured	Clean All Around			Premium \$	630
Insurance Company	Technology Insurance Company, Inc.				

Countersigned by _____

NEVADA CANCELLATION AND NONRENEWAL ENDORSEMENT

This endorsement applies to the insurance provided by this policy, because Nevada is shown in Item 3.A. of the Information Page.

Part Six—Conditions, D. Cancellation of the policy is replaced by the following:

A. Midterm Cancellation

1. You may cancel this policy by mailing or delivering advance written notice to us stating when the cancellation is to take effect.
2. We will provide you not less than 10 days notice if this policy is cancelled because you failed to pay a premium or remit an amount due because of an endorsement for a deductible when due.
3. We will provide you not less than 30 days notice for any other cancellation reason permitted under Nevada law, including failure to pay additional premium charged due to an audit of any payroll under the terms of the current or previous policy.
4. No policy of industrial insurance that has been in effect for at least 70 days or that has been renewed may be cancelled, except on any one of the following grounds:
 - a. A failure by the policyholder to pay a premium for the policy of industrial insurance when due, including the failure of the policyholder to remit an amount due because of an endorsement for a deductible;
 - b. A failure by the policyholder to:
 - (1) Report any payroll;
 - (2) Allow the insurer to audit any payroll in accordance with the terms of the policy or any previous policy issued by the insurer; or
 - (3) Pay any additional premium charged because of an audit of any payroll as required by the terms of the policy or any previous policy issued by the insurer;
 - c. A material failure by the policyholder to comply with any federal or state order concerning safety or any written recommendation of the insurer's designated representative for loss prevention;
 - d. A material change in ownership of the policyholder or any change in the policyholder's business or operations that:
 - (1) Materially increases the hazard for frequency or severity of loss;
 - (2) Requires additional or different classifications for the calculation of premiums; or
 - (3) Contemplates an activity that is excluded by any reinsurance treaty of the insurer;
 - e. A material misrepresentation made by the policyholder; or
 - f. A failure by the policyholder to cooperate with the insurer in conducting an investigation of a claim.
5. We cannot cancel the policy when the referenced reasons are corrected by you within the time specified in the written notice of cancellation.

B. Nonrenewal

1. We may elect not to renew the policy. We will provide to you a written notice of our intention not to renew at least 60 days before the expiration date.
2. We need not provide notice of our intention not to renew if you have accepted replacement coverage, if you have requested or agreed to nonrenewal, or if the policy is expressly designated as nonrenewable.

C. Information About Claims Paid

1. If you request information for the renewal of the policy, we will provide you with information regarding claims paid on your behalf.
2. We will provide the information within 30 working days after we receive your written request. We may charge a reasonable fee for providing the information.

D. Notices

1. We will provide advance written notice of cancellation or nonrenewal as provided in A and B above. This notice must be served personally on or sent by first-class mail or electronic transmission to the employer.
2. Notices will state the effective date of the cancellation or nonrenewal and will be accompanied by a written explanation of the specific reasons for the cancellation or nonrenewal.
3. A written notice of cancellation is not required if we mutually agree with you to cancel the policy and reissue a new policy based upon a material change in the ownership or operation of your business.

(Ed. 10-08)

E. Compliance With Law

- 1. Any of these provisions that conflict with a law that controls the cancellation or renewal or nonrenewal of the insurance in this policy is changed by this statement to comply with the law.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	8/28/2020	Policy No. TWC3909713	Endorsement No.
Insured	Clean All Around		Premium \$ \$630

Insurance Company	Technology Insurance Company, Inc.
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Countersigned by _____

WC 27 06 01 C
(Ed.10-08)



Liberty Mutual Surety: National Bond Center
350 E. 96th Street
Indianapolis, IN 46240
(888) 844-2663 Fax: (866) 547-4883

SURETY BOND PACKAGE

Thank you for choosing Liberty Mutual Surety for your bonding business. The enclosed package is a complete set of bond documents. Please file the documents in this bond package that are required by the Obligee. Some documents may not need to be filed.

Please review the bond to ensure it is accurate - correct form, obligee, principal (contractor) details, etc. It is ultimately the responsibility of the agent and contractor to ensure the bond provided is the correct form and is properly completed. For immediate changes or corrections, please contact your Liberty Mutual Surety office listed above.

Use the following checklist to ensure the documents are properly signed and distributed.



The Ohio Casualty Insurance Company
BUSINESS SERVICES BOND

Bond Number 999069941

KNOW ALL BY THESE PRESENTS:

In consideration of an agreed premium, The Ohio Casualty Insurance Company, organized under the laws of the State of New Hampshire and duly authorized to transact business as Surety ("Surety"), hereby agrees to indemnify (Name) Aida Maberry DBA Clean All Around of (Address) 1674 Vista Moon Circle, Fernley, NV 89408 (hereinafter called "Obligee") against direct loss of money or other property from any and all Subscribers (hereinafter called "Subscribers") to its services and belonging to the Subscriber, or in which the Subscriber has a pecuniary interest or for which the Subscriber is legally liable, which the Subscriber shall sustain as a result of any Employee Dishonesty Act, as hereafter defined, of an Employee or Employees of the Obligee acting alone or in collusion with others, for which the Obligee is liable, if in excess of the deductible amount of \$0.00, in an amount not exceeding Five Thousand Dollars And Zero Cents (\$5,000.00), the limit of the bond.

WHEREAS, the term of this bond begins 12:01 A.M. standard time on September 25, 2020 at the address of the Obligee as indicated above and remains in full force and effect until canceled by the Surety in its entirety.

NOW, THEREFORE, THE CONDITIONS AND LIMITATIONS OF THIS OBLIGATION ARE SUCH:

- 1. Loss is covered under this bond only (a) if sustained through any act or acts committed by an Employee of the Obligee while this bond is in force as to such Employee, and (b) if discovered within no more than 180 days after the expiration or sooner cancellation of this bond in its entirety as provided in Section 14 or from its cancellation or termination in its entirety in any other manner whichever shall happen first.
2. The most the Surety will pay for loss for any one Occurrence is the applicable limit of the bond shown above.
3. The term Employee or Employees, as used in this bond, shall be deemed to mean, respectively, one or more of the natural persons (except directors or trustees, if a corporation, who are not also officers or employees thereof in some other capacity) while in the full time or part time permanent service of the Obligee in the ordinary course of the Obligee's business during the effective period of this bond, and who is/are compensated solely by the Obligee by salary or wages and over whom the Obligee has the right to govern and direct in the performance of such service within any of the states of the United States of America or within the District of Columbia, Puerto Rico, the Virgin Islands, or elsewhere for a limited period, but does not mean brokers, factors, commission merchants, co-signees, contractors or any other agents or representatives of the same general character.
4. A Subscriber is any person, firm, or corporation for whom the Obligee provides services in his, her or its business.
5. Employee Dishonesty Act shall mean a fraudulent or dishonest Occurrence causing loss during the time the Employee is engaged in services on behalf of the Subscriber or Subscribers and that is punishable under the Criminal Code in the jurisdiction within which the Occurrence took place, for which said Employee(s) is tried and convicted by a court of proper jurisdiction and only in an amount not to exceed the amount stated in the conviction.
6. Occurrence means all loss(es) caused by or involving one or more Employees, whether the result of a single act or a series of acts, without regard to the number of Subscribers involved.
7. If any natural person shall be taken into the regular service of the Obligee through merger or consolidation with some other concern, the Obligee shall give the Surety written notice thereof and shall pay an additional premium on any increase in the number of Employees under this bond as a result of such merger or consolidation computed pro rata from the date of such merger or consolidation to the end of the current premium period.

8. Regardless of the number of years this bond shall continue in force and the number of premiums that shall be payable or paid, the liability of the Surety under this bond shall not be cumulative in amount from year to year from period to period. In no event shall the Surety's aggregate liability for all Employee Dishonesty Acts of all Employees exceed the amount stated above, whether by reason of Employee Dishonesty Acts of the Obligee's Employee(s), interest, attorney's fees or any other reason whatsoever.
9. With respect to loss or losses caused by an Employee or that are chargeable to such Employee as provided in Section 5 and that occur partly under this bond and partly under other bonds or policies issued by the Surety to the Obligee or to any predecessor in interest of the Obligee and terminated or canceled or allowed to expire and in which the period for discovery has not expired at the time any such loss or losses thereunder are discovered, the total liability of the Surety under this bond and under such other bonds or policies shall not exceed, in the aggregate, the amount carried under this bond on such loss or losses or the amount available to the Obligee under such other bonds or policies, as limited by the terms and conditions thereof, for any such loss or losses, if the latter amount be larger.
10. The Obligee, as a condition to coverage under this bond, must transfer to the Surety all rights of recovery, to the extent that a loss is paid by the Surety against any person or organization for any loss the Obligee sustains and for which the Surety has paid or settled the claim. The Obligee must also do everything necessary to secure those rights and do nothing after loss to impair them.
11. If the Obligee shall sustain any loss or losses covered by this bond that exceed the amount of coverage provided by this bond, the Obligee shall be entitled to all recoveries (except from suretyship, insurance, reinsurance, security or indemnity taken by or for the benefit of the Surety by whomsoever made) on account of such loss or losses until the Obligee has been fully reimbursed for such excess, plus the actual cost of effecting the same, and less the amount of the deductible carried on the Employee causing such loss or losses; and any remainder and all other amounts shall be applied to the reimbursement of the Surety. The Surety's right of subrogation to the Subscriber, rights against any Employee(s) or any other person shall not be inferior to the Subscriber's remaining rights, if any, against such person.
12. This bond shall be deemed canceled as to any future acts of any Employee of the Obligee immediately upon discovery by the Obligee, or by any partner or officer thereof not in collusion with such Employee(s), of any possible Employee Dishonesty Act on the part of the Employee or at 12:01 A.M. standard time at the Obligee's address upon the effective date specified in a written notice mailed by the Surety to the Obligee. Such date shall not be less than fifteen (15) days after the date of mailing. The mailing by Surety of notice, as aforesaid, to the Obligee at its principle office shall be sufficient proof of notice. For purposes of this Section, discovery shall include that time at which the Obligee in the exercise of reasonable care, should have discovered such possible Employee Dishonesty Act. For purposes of this section, Obligee shall include officers or partners of the Obligee or Employees of the Obligee who have supervisory authority over other Employee(s).
13. This bond shall be deemed canceled in its entirety at 12:01 A.M. Standard Time upon the effective date specified in a written notice by the Obligee upon the Surety or by the Surety upon the Obligee or sent by mail. Such date, if the notice is served by the Surety, shall not be less than ten (10) days after such service, or if sent by the Surety by mail, not less than fifteen (15) days from the date of mailing. The mailing by the Surety of notice, as aforesaid, to the Obligee at its principle office shall be sufficient proof of receipt of notice. The Surety shall refund to the Obligee the unearned premium computed pro rata if this bond is canceled at the insistence of the Surety or at a short rate if canceled or reduced at the insistence of the Obligee.
14. The Obligee hereby warrants that neither the Obligee nor any Employee has committed any fraudulent or dishonest act in the service of any Subscriber, or otherwise. In the absence of any prior written agreement by the Surety, the Surety shall have no liability whatsoever if the Obligee or any Employee(s), prior to the issuance of this bond, committed any fraudulent or dishonest act which the Obligee (or any partner or officer of Obligee not in collusion with such Employee(s)) had, or in the exercise of reasonable care should have had, knowledge. If prior to the issuance of this bond, any bond or insurance issued in favor of any predecessor in interest of Obligee covering Obligee or any Employee(s) shall have been canceled as to the Obligee or said Employee(s) by reason of: (a) the discovery of any fraudulent or dishonest act on the part of Obligee or said Employee or (b) the giving of written notice of cancellation as to Obligee or said Employee by any such surety or insurer whether Surety or not, and if Obligee or said Employee shall not have been reinstated under this coverage or any such bond or insurance, the Surety shall not be liable under this bond. For purposes of this Section only, a fraudulent or dishonest act is defined as any such act punishable as a crime under the law of the jurisdiction in which the act occurred, whether or not a conviction was obtained therefore.

- 15. At the earliest practical moment after discovery of any potential Employee Dishonesty Act on the part of any Employee by the Obligee or by any partner or officer thereof not in collusion with such Employee, the Obligee shall give the Surety written notice thereof and within 90 days after the criminal conviction of any Employee covered under this bond, shall file with the Surety affirmative proof of loss, including a certified copy of the final disposition of the criminal action, and shall upon request of the Surety render every assistance, not pecuniary, to facilitate the investigation and adjustment of any loss. No suit to recover on account of loss under this bond shall be brought before the expiration of two months from the filing of proof as aforesaid on account of such loss, nor after the expiration of fifteen months from the discovery as aforesaid of the Employee Dishonesty Act causing such loss. If any limitation in this bond for cancellation, termination, giving notice, filing claim or bringing suit is prohibited or made void by any law controlling the construction of this bond, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- 16. This bond does not apply:
 - (a) To the defense of any legal proceeding brought against the Obligee or Subscriber, or to fees, costs or expenses incurred or paid by the Obligee or Subscriber in prosecuting or defending any legal proceeding whether or not such proceedings result or would result in a loss to the Obligee or Subscriber covered by this bond;
 - (b) To potential income, including but not limited to interest and dividends, not realized by Obligee or Subscriber because of a loss covered under this bond;
 - (c) To damages of any type for which the Obligee or Subscriber is legally liable, except direct compensatory damages arising from a loss covered under this bond; and
 - (d) To costs, fees and other expenses incurred by the Obligee or Subscriber in establishing the existence of or the amount of loss covered under this bond.
- 17. This bond shall inure to the benefit of the named Obligee only and no other person shall have any rights under this bond. The rights of the Obligee under this bond may **NOT** be transferred to any other person without the Surety's prior written consent.

Dated September 25, 2020 .

The Ohio Casualty Insurance Company

By: Timothy A. Mikolajewski
Timothy A. Mikolajewski, Assistant Secretary



THIS BOND HAS AN EMPLOYEE CONVICTION REQUIREMENT TO ESTABLISH ANY LOSS OR CLAIM.



Liberty Mutual Surety: National Bond Center
350 E. 96th Street
Indianapolis, IN 46240
(888) 844-2663 Fax: (866) 547-4883

TRANSACTION REPORT

Transaction Date: September 25, 2020
Preparer Name: Ann Belanger
Preparer Email: ann.belanger@cyberpolicy.com
Agency Name: Cyberpolicy, Inc
Agency Code: 986454

Principal:
Aida Maberry DBA Clean All Around
1674 Vista Moon Circle
Fernley, NV 89408
Obligee:

Underwriting Information:
Bond is freely written

Bond Information:
Bond Number: 999069941
Bond Amount: \$5,000.00
Renewal Type: Continuous (until cancelled)
Renewal Billing Method: Direct Bill
Number of Employees: 2
Renewal Term (Months): 12
Renew Automatically: Yes
Description of Bond: Maid Service/Housekeeper
Effective Date: September 25, 2020
Expiration Date: September 25, 2021
Cancel Days: 30 Days
Class Code: F635
Deductible Amount: \$0.00
Bond Rating State: Nevada
Underwriting Paper: The Ohio Casualty Insurance Company

Renewal Billing Information:
Aida Maberry DBA Clean All Around
1674 Vista Moon Circle
Fernley, NV 89408

Remarks:

Premium Information:
Bond Premium: \$100.00
Total Premium Due: \$100.00

Credit Card Information
Card Type: Visa
Transaction Date: 09/25/2020
Confirmation Number: 0925C2524758
Credit Card Number: XXXXXXXXXXXXX7870
Amount: \$100.00

The credit card provided has been charged for this transaction and no additional fees are owed. Bond(s) changes are available for your agency through <https://agents.libertymutualsurety.com>



July 17, 2021

Notice of Renewal

Aida Madberry
1674 Vista Moon Circle
Fernley, NV 89408

Named Insured: Aida Maberry DBA Clean All Around
Policy: Commercial General Liability Insurance
Policy Number: UDC-4613521-CGL-20

Dear Aida Madberry,

It's been our pleasure to serve you this past year. As your next period of coverage approaches, we look forward to continuing our relationship for another year.

Your new period of policy coverage is scheduled to begin on September 25, 2021 at which time your current policy will expire.

Your new policy documents are attached. Please review them carefully, as the following change(s) apply to your policy:

- **New endorsement: Contractors Conditions and Exclusions - Nevada, CGL E1951 CW (05/20)**
New endorsement: Exclusion – Designated Work, CG 21 34 (01/87)
Revised endorsement: Exclusion - Designated Ongoing Operations, CG 21 53 (01/96)
For more information regarding the above endorsement(s) and the potential impact to your policy coverage, please read our Frequently Asked Questions here [<FAQ>](#)

Your payment(s) will be collected in the amount(s) and on the date(s) outlined in the attached billing summary, and they will be charged to the same account you provided to us.

Each new policy year is a good opportunity to review your coverage against any changes in your business to make sure your policy still fits your needs. Have any of the following happened in the last year?

- Your business grew or reduced gross sales or payroll by more than 25%.
- You have merged with or acquired another organization.
- Someone else bought your business.
- You or your business had a claim made against you or experienced a loss.

If any of these took place, please call us and have your policy number ready so we can discuss the relevant details with you. If we do not hear from you, your policy will renew based on the information we already have on file, at our current rates. Your next period of coverage will then start on the date referenced above.



If you have any questions or need to make a change to your coverage, please contact one of our friendly licensed advisors at 800-867-4001.

Thank you for choosing Hiscox. We look forward to working with you in the upcoming year.

Sincerely,

Ben Walter, President, Hiscox Insurance Company Inc.



CHURCHILL COUNTY AGENDA REPORT

Item 7.

Date Submitted: September 02, 2021

Meeting Date Requested: September 15, 2021

To: Board of County Commissioners

From: Shannon Ernst, Social Services Director and Public Guardian

Subject Title: Consideration and possible action re: Ratification of the Notice of Sub-award between Churchill County Social Services and the State of Nevada, Aging and Disability Services Division, for the provision of the Congregate Meal Program, for the period of July 1, 2021 through September 30, 2021 in the amount of \$54,588.50.

Type of Action Requested: Approval

Does this action require a Business Impact Statement? No

Recommend Board Action: Motion to ratify the agreement between Churchill County Social Services and ADSD for C-1 Congregate Meal Program in the amount of \$54,588.50 July 1, 2021 – September 30, 2021.

Discussion: Churchill County has completed grant submittal and received award from the State of Nevada, Aging and Disability Services Division (ADSD), for the Congregate Meal Program (in dining room service) for the time period of 7/1/2021-9/30/2021 in the amount of \$54,588.50. These funds were relocated from the Coalition for Senior Citizens to Churchill County to maintain the dining room meal program. Funding supports personnel and purchase of meal items: \$18,677.50 personnel with \$8,188 senior services match, \$35,911.00 food purchases, with no cash match obligation. Currently, each \$3.20 per eligible meal (qualified nutritious meal for those that are 60 and older) is reimbursed up to the award amount. There is a suggested donation of \$3.00 per meal, but that is not required.

Alternatives: Not to fund and return grant funds to ADSD and evaluate alternatives.

Fiscal Impact: \$18,677.50 personnel with \$8,188 senior services match; \$35,911.00 food purchases, no cash match obligation.

Estimated donations \$18,000

Explanation of Impact: Reimbursement \$3.20 / approved meal served in the dining room to those 60 and older.

Funding Source: Senior Services

Prepared By: Shannon Ernst, Social Services Director and Public Guardian

Reviewed By: Jim R. Barbee, County Manager

Benjamin Shawcroft, Chief Deputy DA

The submission of this agenda report by county officials is not intended, necessarily, to reflect agreement as to a particular course of action to be taken by the board; rather, the submission hereof is intended, merely, to signify completion of all appropriate review processes in readiness of the matter for consideration and action by the board.

Sherry Wideman, Comptroller

The submission of this agenda report by county officials is not intended, necessarily, to reflect agreement as to a particular course of action to be taken by the board; rather, the submission hereof is intended, merely, to signify completion of all appropriate review processes in readiness of the matter for consideration and action by the board.



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

Agency Ref. #: 02-001-0 Item 7.
 Budget Account: _____
 Category: _____ 13
 GL: _____ 8581
 Job Number: _____ 9304521M

NOTICE OF SUBAWARD

Program Name: ADSD Planning, Advocacy and Community Services (PAC) Unit Grants Management Contact Name: Lisa Torres / LTorres@adsd.nv.gov	Subrecipient's Name: Churchill County Social Services Contact Name: Pete Olsen / Chairman, Board of Commissions, POlsen@Churchillcounty.org
Address: 3416 Goni Road, #D-132 Carson City, NV 89706	Address: 485 West B Street, Suite 105 Fallon, NV 89406
Subaward Period: 07/01/2021 – 09/30/2021 Subaward Type: Fixed Fee (\$3.20 per Eligible Meal)	Subrecipient's: EIN: <u>88-6000025</u> Vendor #: <u>T81032440 A</u> Dun & Bradstreet: <u>094376993</u>

Purpose of Award: Fiscal Year 2021 funding to provide Congregate Meal Services to individuals deemed eligible per the ADSD Service Specifications.

Region(s) to be served: Statewide Specific county or counties: Churchill

Approved Budget Categories:	
1. Personnel	\$18,677.50
2. Travel	\$0.00
3. Operating	\$35,911.00
4. Equipment	\$0.00
5. Contractual/Consultant	\$0.00
6. Training	\$0.00
7. Other	\$0.00
TOTAL DIRECT COSTS	\$54,588.50
8. Indirect Costs	\$0.00
TOTAL APPROVED BUDGET	\$54,588.50

AWARD COMPUTATION:	
Total Obligated by this Action:	\$ 54,588.50
Cumulative Prior Awards this Budget Period:	\$ 0.00
Total Federal Funds Awarded to Date:	\$ 54,588.50
Total State Funds Awarded to Date:	\$ 0.00
Total Funds Awarded:	\$ 54,588.50
Match Required <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
Amount Required this Action:	\$ 8,188.00
Amount Required Prior Awards:	\$ 0.00
Total Match Amount Required:	\$ 8,188.00
Research and Development (R&D) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
Federal Budget Period:	10/01/2019 – 9/30/2022
Federal Project Period:	10/01/2019 – 9/30/2022

Source of Funds:	% Funds:	CFDA:	FAIN:	Federal Grant #:	Federal Grant Award Date by Federal Agency:
Administration for Community Living (ACL); Older Americans Act, Title III-C1	100%	93.045	2001NVOACM	2001NVOACM-06	06/03/2021

Agency Approved Indirect Rate: N/A **Subrecipient Approved Indirect Rate:** N/A

Terms and Conditions:
 In accepting these grant funds, it is understood that:

- This award is subject to the availability of appropriated funds.
- Expenditures must comply with any statutory guidelines, the DHHS Grant Instructions and Requirements, ADSD Requirements and Procedures for Grant Programs (RPGPs), and the State Administrative Manual.
- Expenditures must be consistent with the narrative, goals and objectives, and budget as approved and documented.
- Subrecipient must comply with all applicable Federal and State regulations.
- 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.
- Financial Status Reports and Requests for Reimbursements must be submitted monthly or quarterly, unless specific exceptions are provided in writing by the grant administrator.

Incorporated Documents: Section A: Grant Conditions and Assurances; Section B: Description of Services, Scope of Work and Deliverables; Section C: Budget and Financial Reporting Requirements; Section D: Request for Reimbursement;	Section E: Audit Information Request; Section F: Current/Former State Employee Disclaimer; Section G: DHHS Confidentiality Addendum; and Section H: Matching Funds Agreement
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Authorized Subrecipient Official's Name, Title: Pete Olsen, Chairman, Board of Commissions	Signature 	Date 8-4-21
Jeffrey S. Duncan, Chief II For Dena Schmidt, ADSD Administrator		07/23/2021

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

Item 7.

SECTION A

GRANT CONDITIONS AND ASSURANCES

General Conditions

1. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Department of Health and Human Services (hereafter referred to as "Department") shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Recipient is an independent entity.
2. The Recipient shall hold harmless, defend and indemnify the Department from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.
3. The Department or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the Department or Recipient from its obligations under this Agreement.
 - The Department may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the Department and Recipient.
4. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Work in Section B may only be undertaken with the prior approval of the Department. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, reports, or other materials prepared by the Recipient under this Agreement shall, at the option of the Department, become the property of the Department, and the Recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.
 - The Department may also suspend or terminate this Agreement, in whole or in part, if the Recipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Department may declare the Recipient ineligible for any further participation in the Department's grant agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Recipient is in noncompliance with any applicable rules or regulations, the Department may withhold funding.

Grant Assurances

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

1. Adopt and maintain a system of internal controls which results in the fiscal integrity and stability of the organization, including the use of Generally Accepted Accounting Principles (GAAP).
2. Compliance with state insurance requirements for general, professional, and automobile liability; workers' compensation and employer's liability; and, if advance funds are required, commercial crime insurance.
3. These grant funds will not be used to supplant existing financial support for current programs.
4. No portion of these grant funds will be subcontracted without prior written approval unless expressly identified in the grant agreement.
5. Compliance with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
6. Compliance with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
7. Compliance with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. Compliance with Title 2 of the Code of Federal Regulations (CFR) and any guidance in effect from the Office of Management and Budget (OMB) related (but not limited to) audit requirements for grantees that expend \$750,000 or more in Federal awards during the grantee's fiscal year must have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. **To acknowledge this requirement, Section E of this notice of subaward must be completed.**
9. Certification that neither the Recipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211).

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

Item 7.

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 Nevada Department of Health and Human Services shall not use grant funds for any activity related to the following:
 - Any attempt to influence the outcome of any federal, state or local election, referendum, initiative or similar procedure, through in-kind or cash contributions, endorsements, publicity or a similar activity.
 - Establishing, administering, contributing to or paying the expenses of a political party, campaign, political action committee or other organization established for the purpose of influencing the outcome of an election, referendum, initiative or similar procedure.
 - Any attempt to influence:
 - The introduction or formulation of federal, state or local legislation; or
 - The enactment or modification of any pending federal, state or local legislation, through communication with any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation, including, without limitation, efforts to influence State or local officials to engage in a similar lobbying activity, or through communication with any governmental official or employee in connection with a decision to sign or veto enrolled legislation.
 - Any attempt to influence the introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity through communication with any officer or employee of the United States Government, the State of Nevada or a local governmental entity, including, without limitation, efforts to influence state or local officials to engage in a similar lobbying activity.
 - Any attempt to influence:
 - The introduction or formulation of federal, state or local legislation;
 - The enactment or modification of any pending federal, state or local legislation; or
 - The introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity, **by preparing, distributing or using** publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.
 - Legislative liaison activities, including, without limitation, attendance at legislative sessions or committee hearings, gathering information regarding legislation and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
 - Executive branch liaison activities, including, without limitation, attendance at hearings, gathering information regarding a rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity and analyzing the effect of the rule, regulation, executive order, program, policy or position, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
14. An organization receiving grant funds through the Nevada Department of Health and Human Services may, to the extent and in the manner authorized in its grant, use grant funds for any activity directly related to educating persons in a nonpartisan manner by providing factual information in a manner that is:
 - Made in a speech, article, publication, or other material that is distributed and made available to the public, or through radio, television, cable television or other medium of mass communication; and
 - Not specifically directed at:
 - Any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation;
 - Any governmental official or employee who is or could be involved in a decision to sign or veto enrolled legislation; or
 - Any officer or employee of the United States Government, the State of Nevada or a local governmental entity who is involved in introducing, formulating, modifying or enacting a Federal, State or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity.

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

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

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

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

Item 7.

SECTION B

Description of Services, Scope of Work and Deliverables

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

Scope of Work for Churchill County Social Services

Indicate the staff responsible for each of the following:

Compliance Item	Due Date	Indicate Subrecipient Staff Responsible (Name and Title)
Reporting Schedule	Each report applicable to funded service, as outlined at https://adsd.nv.gov/Programs/Grant/Reporting/Instructions/	
SAMS and/or Service-Specific Report	10 th calendar day following the month of service	
Request for Reimbursement	15 th calendar day following the month or quarter of service	
Request for Reimbursement – Advance	15 th calendar day before the month of service	
Quarterly Report	15 th calendar day following the quarter of service	
General Service Specifications	Ongoing throughout subaward period – General guidelines for service provision	
Nutrition Service Specifications	Ongoing throughout subaward period – Service-specific guidelines for service provision	
Requirements and Procedures for Grant Programs (RPGPs)	Ongoing throughout subaward period – General guidelines for management of the subaward	
Quality Improvement and Efficiency	Ongoing throughout subaward period	
Provision of service as described in the approved subaward application	Ongoing throughout subaward period	

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

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

Item 7.

SECTION C

Budget and Financial Reporting Requirements

Identify the source of funding on all printed documents purchased or produced within the scope of this subaward, using a statement similar to: "This publication (journal, article, etc.) was supported by the Nevada State Department of Health and Human Services through Grant Number 02-001-07-1X-21 from the Aging and Disability Services Division (ADSD). Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department nor ADSD.

Any activities performed under this subaward shall acknowledge the funding was provided through the Department by Grant Number 02-001-07-1X-21 from Aging and Disability Services Division (ADSD).

Subrecipient agrees to adhere to the following budget:

Applicant Name: Churchill County	Subaward & Service Type: Fixed-Fee; Congregate Meals
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PROPOSED BUDGET NARRATIVE - FY22
Title III-C Nutrition Services

Personnel Costs	Fringe Only: \$7,337.32	Total: \$18,677.50
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List staff, positions, salaries/rate of pay, fringe rate, percent of direct-service time to be spent on the project and the number of months to calculate the amount requested.

A. Position: Staff Name (if known, otherwise state new position), Title, Position Control Number (PCN) B. Provide a breakdown of the type of fringe benefits provided, such as health insurance, Medicare, FICA, worker's compensation, retirement, etc. -AND- Describe position duties as they relate to the funding and program objectives. Expand rows as needed	Annual Salary	Fringe Rate	% of Time	Months	Amount Requested
A. Life Center Manager, Vacant - PCN 2022-01 (40 hours/week) (\$96,849.77) B. PERS 29.75%, Worker's Comp 5% (\$1,800 cap limit), Health Insurance \$11,400 annually, Medicare 1.45%, Other 3.25%. Responsible for supervising operations, activities, volunteers, and staff of the Life Center; ensures provision of home-delivered and congregate meals and transportation for seniors in the community.	\$63,275.17	53.00%	17.00%	3.00	\$4,116.12
A. Kitchen Lead, Vacant - PCN 2022-02 (40 hours/week) (\$ 57,245.50) B. PERS 29.75%, Worker's Comp 5% (\$1,800 cap limit), Health Insurance \$11,400 annually, Medicare 1.45%, Other 3.25%. Ensures ADSD Service Specifications are in compliance within the congregate and home-delivered meal programs, oversees the daily operation of the food	\$33,326.40	67.24%	24.00%	3.00	\$3,497.03
A. Kitchen Assistant, Vacant - PCN 2022-03 (40 hours/week) (\$ 53,090.54) B. PERS 29.75%, Worker's Comp 5% (\$1,800 cap limit), Health Insurance \$11,400 annually, Medicare 1.45%, Other 3.25%. Assists in the daily operation of the kitchen and food service program.	\$30,174.38	75.95%	24.00%	3.00	\$3,185.51
A. Kitchen Assistant, Unknown - PCN 2022-04 (30 hours/week) (\$ 42,449.44) B. PERS 29.75%, Worker's Comp 5%, Health Insurance \$11,400 annually, Medicare 1.45%, Other 3.25%. Assists in the daily operation of the kitchen and food service program.	\$22,630.79	87.57%	24.00%	3.00	\$2,546.91
A. Kitchen Assistant, Unknown - PCN 2022-05 (25 hours/week) (\$ 25,874.53) B. PERS 29.75%, Worker's Comp 5%, Medicare 1.45%, Other 3.25%. Assists in the daily operation of the kitchen and food service program.	\$18,858.99	37.20%	24.00%	3.00	\$1,552.47
A. Project Coordinator, Vacant - PCN 2022-06 (40 hours/week) (\$ 62,990.91) B. PERS 29.75%, Worker's Comp 5% (\$1,800 cap limit), Health Insurance \$11,400 annually, Medicare 1.45%, Other 3.25%. Ensures ADSD Service Specifications are in compliance, maintains food and supplies budget, and oversees general operation of nutrition services.	\$37,672.40	67.21%	25.00%	3.00	\$3,779.46

Operating	Total: \$35,911.00
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Include specific facility and vehicle costs associated with the proposed program (not the agency as a whole), such as rent, maintenance expenses, insurance, fuel, as well as utilities such as power, water and communications (phone/Internet). Also list tangible and expendable personal property such as office supplies, program supplies, necessary software, postage, etc. Provide a calculation for each line.

Enter Description(s) Below:	Amount:
Food purchase 11,970.33 per month * 3 months	\$35,911.00

TOTAL DIRECT PROJECT COSTS	\$54,588.50
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Administrative Expenses or Federal Indirect Cost Rate (FICR)	Total:
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Administrative expenses and FICR are to be used to help cover expenses that are not easily assignable to a specific program or unit within an organization. These costs are associated with depreciation and use allowances, facility operation and maintenance, general administrative expenses such as accounting, payroll, legal and data processing, and any personnel not providing direct services to the project. If requested, the expenses are limited to the maximum rate listed below, depending on the funding source and existence of an FICR percentage of the direct project costs requested from ADSD. Administrative expenses do not apply to equipment or fixed-fee subawards. Reference the Requirements and Procedures for Grant Programs (RPGPs) GR - 20*

Choose ONE type of rate according to funding source and provide calculation or explanations:

1. 10% of Modified Direct Costs (maximum allowable rate)	RATE:
2. Federal Indirect Cost Rate (FICR): Identify approved FICR & attach letter to application. In cell below, describe how the total indirect amount was calculated based on letter guidance and exceptions. Expand row as needed.	
FICR Calculation:	

TOTAL BUDGET REQUEST	\$54,588.50
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**STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
AGING AND DISABILITY SERVICES DIVISION
NOTICE OF SUBAWARD**

Item 7.

Applicant Name: Churchill County	Type of Service: Fixed-Fee: Congregate Meals
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PROPOSED BUDGET SUMMARY - FY22

Title III-C Nutrition Services

SHADED BOXES ARE FORMULA DRIVEN: Enter info in orange cells.

A. FUNDING SOURCES	ADSD Funds	MATCH *	[Enter name of Other Funding, if applicable]	[Enter name of Other Funding, if applicable]	[Enter name of Other Funding, if applicable]	[Enter name of Other Funding, if applicable]	[Enter name of Other Funding, if applicable]	TOTAL
PENDING OR SECURED	Pending	Secured						
ENTER TOTAL FUNDING	\$54,588.50	\$8,188.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$62,776.50

EXPENSE CATEGORY

Personnel	\$18,877.50	\$8,188.00						\$26,865.50
Travel/Training	\$0.00							\$0.00
Operating	\$35,911.00							\$35,911.00
Equipment	\$0.00							\$0.00
Contractual/Consultant	\$0.00							\$0.00
Other Expenses	\$0.00							\$0.00
Indirect	\$0.00							\$0.00

TOTAL EXPENSE	\$54,588.50	\$8,188.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$62,776.50
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These boxes should equal zero	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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Total Indirect Cost	\$0.00							Total Program Budget	\$62,776.50
Indirect % of Budget	0.00%							ADSD Percent of Program Budget	87%

B. Comments regarding budget summary, if applicable.
Churchill County supports the Life Center with In-kind services such as facility maintenance, vehicle support, administrative and HR services, and other services not funded in the operating budget. Churchill County also contributes more than \$400,000 cash annually to the Life Center programs.

C. Identify specific source(s) of Match, as applicable, and indicate whether each source of match is Secured or Pending.
Churchill County funding for match is secured and will be used for personnel expenses.

D. List potential amounts and sources of program income (required); and describe if the project plans to have a sliding fee scale or voluntary contributions.
The Life Center has a suggested donation of \$3.00 per eligible client. The estimated congregate meal program income based on the actual donation is \$ 34,512.00 (3 months = \$8,628.00)

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

Item 7.

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

The Subrecipient agrees:

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

- Total reimbursement through this subaward will not exceed \$54,588.50;
- Requests for Reimbursement will be accompanied by supporting documentation, including a line-item description of expenses incurred;
- Additional expenditure detail will be provided upon request from the Department.

Additionally, the Subrecipient agrees to provide:

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

The Department agrees:

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

Both parties agree:

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

Financial Reporting Requirements

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

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

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

Item 7.

Agency Ref. #: _____
Budget Account: _____
GL: _____
Draw #: _____

**SECTION D
Request for Reimbursement**

Program Name:	Subrecipient Name:
Address:	Address:
Subaward Period:	Subrecipient's: 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 Chief (as required): _____ Date _____

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

Item 7.

SECTION E

Audit Information Request

1. Non-Federal entities that **expend** \$750,000.00 or more in total federal awards are required to have a single or program-specific audit conducted for that year, in accordance with 2 CFR § 200.501(a).
2. Did your organization expend \$750,000 or more in all federal awards during your organization's most recent fiscal year? YES NO
3. When does your organization's fiscal year end? June 30
4. What is the official name of your organization? Churchill County NV
5. How often is your organization audited? annually
6. When was your last audit performed? 8/2020
7. What time-period did your last audit cover? 7/1/2019 - 6/30/2020
8. Which accounting firm conducted your last audit? Hinton Burdick

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

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

Item 7.

SECTION F

Notification of Utilization of Current or Former State Employee

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

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

- YES If "YES", list the names of any current or former employees of the State and the services that each person will perform.
NO

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

Name	Services
<u>Kathy Manfredi</u>	<u>Bookkeeper</u>
<u>Raylene Stenl</u>	<u>Community Health Nurse</u>
_____	_____
_____	_____
_____	_____

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

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

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

Item 7.

SECTION G

Confidentiality Addendum

BETWEEN

Nevada Department of Health and Human Services

Hereinafter referred to as "Department"

and

Churchill County Social Services

Hereinafter referred to as "Subrecipient"

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

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

NOW, THEREFORE, Department and Subrecipient agree as follows:

I. DEFINITIONS

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

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

II. TERM

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

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

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

IV. PERMITTED USES AND DISCLOSURES OF INFORMATION BY SUBRECIPIENT

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

V. USE OR DISCLOSURE OF INFORMATION

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

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

VI. OBLIGATIONS OF SUBRECIPIENT

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

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

Item 7.

2. **Appropriate Safeguards.** Subrecipient will use appropriate safeguards to prevent use or disclosure of confidential information other than as provided for by Agreement.
3. **Reporting Improper Use or Disclosure.** Subrecipient will immediately report in writing to Department any use or disclosure of confidential information not provided for by Agreement of which it becomes aware.
4. **Return or Destruction of Confidential Information.** Upon termination of Agreement, Subrecipient will return or destroy all confidential information created or received by Subrecipient on behalf of Department. If returning or destroying confidential information at termination of Agreement is not feasible, Subrecipient will extend the protections of Agreement to that confidential information as long as the return or destruction is infeasible. All confidential information of which the Subrecipient maintains will not be used or disclosed.

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

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

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

Item 7.

SECTION H

Matching Funds Agreement

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

Program Name	ADSD / PAC Grants Management	Subrecipient Name	Churchill County Social Services
Federal Grant Number	2001NVOACM-06	Subaward Number	02-001-07-1X-21
Federal Amount	\$54,588.50	Contact Name	Pete Olsen, Chair, Board of Commissioners
State Amount	N/A	Address	485 West B Street, Suite 105 Fallon, NV 89406
Non-Federal (Match) Amount	\$8,188.00		
Total Award	\$54,588.50		
Performance Period	07/01/2021 – 09/30/2021		

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 Amount Awarded	\$54,588.50
Required Match Percentage	15%
Total Required Match	\$8,188.00

Approved Budget Category		Budgeted Match	
1	Personnel	\$	8,188.00
2	Travel	\$	0.00
3	Operating	\$	0.00
4	Contract/Consultant	\$	0.00
5	Training	\$	0.00
6	Other	\$	0.00
7	Indirect Costs	\$	0.00
Total		\$	8,188.00

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



CHURCHILL COUNTY AGENDA REPORT

Item 8.

Date Submitted: September 02, 2021

Meeting Date Requested: September 15, 2021

To: Board of County Commissioners

From: Shannon Ernst, Social Services Director and Public Guardian

Subject Title: Consideration and possible action re: Ratification of a Notice of Sub-award between Churchill County Social Services and the State of Nevada, Aging and Disability Services Division, for the provision of the Meals on Wheels Program, for the period of July 1, 2021 through September 30, 2021 in the amount of \$50,746.86.

Type of Action Requested: Accept

Does this action require a Business Impact Statement? No.

Recommend Board Action: Motion to ratify the agreement between Churchill County Social Services and ADSD for the C-2 Meals on Wheels Program in the amount of \$50,746.86 for the period of July 1, 2021-September 30, 2021.

Discussion: Churchill County has completed grant submittal and received award from the State of Nevada, Aging and Disability Services Division (ADSD) for the Meals on Wheels Program (home delivery) for the time period of 7/1/2021-9/30/2021 in the amount of 50,746.86. These funds were relocated from the Coalition from Senior Citizens to Churchill County to maintain the home delivery meal program. Funding supports personnel and purchase of meal items as follows: \$50,746.86 personnel with \$7,612.00as senior services match. Currently, \$3.65 per eligible meal (qualified nutritious meal for those that are 60 and older) is reimbursed up to the award amount. There is a suggested donation of \$3.00 per meal but that is not required.

Alternatives: Not to fund and return grant funds to ADSD and evaluate alternatives.

Fiscal Impact: \$50,746.86 personnel with \$7,612 senior services match. The estimated donations equals \$16,000.

Explanation of Impact: Reimbursement \$3.65 per approved meals delivered to 60 and older.

Funding Source: Senior Services.

Prepared By: Shannon Ernst, Social Services Director and Public Guardian

Reviewed By: Jim R. Barbee, County Manager

Benjamin Shawcroft, Chief Deputy DA

Sherry Wideman, Comptroller

The submission of this agenda report by county officials is not intended, necessarily, to reflect agreement as to a particular course of action to be taken by the board; rather, the submission hereof is intended, merely, to signify completion of all appropriate review processes in readiness of the matter for consideration and action by the board.

The submission of this agenda report by county officials is not intended, necessarily, to reflect agreement as to a particular course of action to be taken by the board; rather, the submission hereof is intended, merely, to signify completion of all appropriate review processes in readiness of the matter for consideration and action by the board.



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

Agency Ref. #: 02-001- Item 8.
 Budget Account: _____
 Category: 13
 GL: 8582
 Job Number: 9304521C

NOTICE OF SUBAWARD

Program Name: ADSD Planning, Advocacy and Community Services (PAC) Unit Grants Management Contact Name: Lisa Torres / LTorres@adsd.nv.gov	Subrecipient's Name: Churchill County Social Services Contact Name: Pete Olsen / Chairman, Board of Commissions, POlsen@Churchillcounty.org
Address: 3416 Goni Road, #D-132 Carson City, NV 89706	Address: 485 West B Street, Suite 105 Fallon, NV 89406
Subaward Period: 07/01/2021 – 09/30/2021 Subaward Type: Fixed Fee (\$3.65 per Eligible Meal)	Subrecipient's: EIN: <u>88-6000025</u> Vendor #: <u>T81032440 A</u> Dun & Bradstreet: <u>094376993</u>

Purpose of Award: Fiscal Year 2021 funding to provide Home Delivered Meal Services to individuals deemed eligible per the ADSD Service Specifications.

Region(s) to be served: Statewide Specific county or counties: Churchill

Approved Budget Categories:	
1. Personnel	\$50,746.86
2. Travel	\$0.00
3. Operating	\$0.00
4. Equipment	\$0.00
5. Contractual/Consultant	\$0.00
6. Training	\$0.00
7. Other	\$0.00
TOTAL DIRECT COSTS	\$50,746.86
8. Indirect Costs	\$0.00
TOTAL APPROVED BUDGET	\$50,746.86

AWARD COMPUTATION:	
Total Obligated by this Action:	\$ 50,746.86
Cumulative Prior Awards this Budget Period:	\$ 0.00
Total Federal Funds Awarded to Date:	\$ 50,746.86
Total State Funds Awarded to Date:	\$ 0.00
Total Funds Awarded:	\$ 50,746.86
Match Required <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
Amount Required this Action:	\$ 7,612.00
Amount Required Prior Awards:	\$ 0.00
Total Match Amount Required:	\$ 7,612.00
Research and Development (R&D) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
Federal Budget Period:	10/01/2020 – 9/30/2022
Federal Project Period:	10/01/2020 – 9/30/2022

FOR AGENCY USE, ONLY

Source of Funds:	% Funds:	CFDA:	FAIN:	Federal Grant #:	Federal Grant Award Date by Federal Agency:
Administration for Community Living (ACL); Older Americans Act, Title III-C2	100%	93.045	2101NVOAHD	2101NVOAHD-01	02/11/2021

Agency Approved Indirect Rate: N/A

Subrecipient Approved Indirect Rate: N/A

Terms and Conditions:

In accepting these grant funds, it is understood that:

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

Incorporated Documents:

Section A: Grant Conditions and Assurances;
 Section B: Description of Services, Scope of Work and Deliverables;
 Section C: Budget and Financial Reporting Requirements;
 Section D: Request for Reimbursement;

Section E: Audit Information Request;
 Section F: Current/Former State Employee Disclaimer;
 Section G: DHHS Confidentiality Addendum; and
 Section H: Matching Funds Agreement

Authorized Subrecipient Official's Name, Title: Pete Olsen, Chairman, Board of Commissions	Signature 	Date 8.4.21
Jeffrey S. Duncan, Chief II For Dena Schmidt, ADSD Administrator		07/23/2021

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

Item 8.

SECTION A

GRANT CONDITIONS AND ASSURANCES

General Conditions

1. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Department of Health and Human Services (hereafter referred to as "Department") shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Recipient is an independent entity.
2. The Recipient shall hold harmless, defend and indemnify the Department from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.
3. The Department or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the Department or Recipient from its obligations under this Agreement.
 - The Department may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the Department and Recipient.
4. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Work in Section B may only be undertaken with the prior approval of the Department. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, reports, or other materials prepared by the Recipient under this Agreement shall, at the option of the Department, become the property of the Department, and the Recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.
 - The Department may also suspend or terminate this Agreement, in whole or in part, if the Recipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Department may declare the Recipient ineligible for any further participation in the Department's grant agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Recipient is in noncompliance with any applicable rules or regulations, the Department may withhold funding.

Grant Assurances

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

1. Adopt and maintain a system of internal controls which results in the fiscal integrity and stability of the organization, including the use of Generally Accepted Accounting Principles (GAAP).
2. Compliance with state insurance requirements for general, professional, and automobile liability; workers' compensation and employer's liability; and, if advance funds are required, commercial crime insurance.
3. These grant funds will not be used to supplant existing financial support for current programs.
4. No portion of these grant funds will be subcontracted without prior written approval unless expressly identified in the grant agreement.
5. Compliance with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
6. Compliance with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
7. Compliance with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. Compliance with Title 2 of the Code of Federal Regulations (CFR) and any guidance in effect from the Office of Management and Budget (OMB) related (but not limited to) audit requirements for grantees that expend \$750,000 or more in Federal awards during the grantee's fiscal year must have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. **To acknowledge this requirement, Section E of this notice of subaward must be completed.**
9. Certification that neither the Recipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211).

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

Item 8.

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 Nevada Department of Health and Human Services shall not use grant funds for any activity related to the following:
 - Any attempt to influence the outcome of any federal, state or local election, referendum, initiative or similar procedure, through in-kind or cash contributions, endorsements, publicity or a similar activity.
 - Establishing, administering, contributing to or paying the expenses of a political party, campaign, political action committee or other organization established for the purpose of influencing the outcome of an election, referendum, initiative or similar procedure.
 - Any attempt to influence:
 - The introduction or formulation of federal, state or local legislation; or
 - The enactment or modification of any pending federal, state or local legislation, through communication with any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation, including, without limitation, efforts to influence State or local officials to engage in a similar lobbying activity, or through communication with any governmental official or employee in connection with a decision to sign or veto enrolled legislation.
 - Any attempt to influence the introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity through communication with any officer or employee of the United States Government, the State of Nevada or a local governmental entity, including, without limitation, efforts to influence state or local officials to engage in a similar lobbying activity.
 - Any attempt to influence:
 - The introduction or formulation of federal, state or local legislation;
 - The enactment or modification of any pending federal, state or local legislation; or
 - The introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity, **by preparing, distributing or using** publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.
 - Legislative liaison activities, including, without limitation, attendance at legislative sessions or committee hearings, gathering information regarding legislation and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
 - Executive branch liaison activities, including, without limitation, attendance at hearings, gathering information regarding a rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity and analyzing the effect of the rule, regulation, executive order, program, policy or position, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
14. An organization receiving grant funds through the Nevada Department of Health and Human Services may, to the extent and in the manner authorized in its grant, use grant funds for any activity directly related to educating persons in a nonpartisan manner by providing factual information in a manner that is:
 - Made in a speech, article, publication, or other material that is distributed and made available to the public, or through radio, television, cable television or other medium of mass communication; and
 - Not specifically directed at:
 - Any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation;
 - Any governmental official or employee who is or could be involved in a decision to sign or veto enrolled legislation; or
 - Any officer or employee of the United States Government, the State of Nevada or a local governmental entity who is involved in introducing, formulating, modifying or enacting a Federal, State or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity.

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

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

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

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

Item 8.

SECTION B

Description of Services, Scope of Work and Deliverables

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

Scope of Work for Churchill County Social Services

Indicate the staff responsible for each of the following:

Compliance Item	Due Date	Indicate Subrecipient Staff Responsible (Name and Title)
Reporting Schedule	Each report applicable to funded service, as outlined at https://adsd.nv.gov/Programs/Grant/Reporting/Instructions/	
SAMS and/or Service-Specific Report	10 th calendar day following the month of service	
Request for Reimbursement	15 th calendar day following the month or quarter of service	
Request for Reimbursement – Advance	15 th calendar day before the month of service	
Quarterly Report	15 th calendar day following the quarter of service	
General Service Specifications	Ongoing throughout subaward period – General guidelines for service provision	
Nutrition Service Specifications	Ongoing throughout subaward period – Service-specific guidelines for service provision	
Requirements and Procedures for Grant Programs (RPGPs)	Ongoing throughout subaward period – General guidelines for management of the subaward	
Quality Improvement and Efficiency	Ongoing throughout subaward period	
Provision of service as described in the approved subaward application	Ongoing throughout subaward period	

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

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

Item 8.

SECTION C

Budget and Financial Reporting Requirements

Identify the source of funding on all printed documents purchased or produced within the scope of this subaward, using a statement similar to: "This publication (journal, article, etc.) was supported by the Nevada State Department of Health and Human Services through Grant Number 02-001-04-2X-21 from the Aging and Disability Services Division (ADSD). Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department nor ADSD.

Any activities performed under this subaward shall acknowledge the funding was provided through the Department by Grant Number 02-001-04-2X-21 from Aging and Disability Services Division (ADSD).

Subrecipient agrees to adhere to the following budget:

Applicant Name: Churchill County	Subaward & Service Type: Fixed-Fee: Home-Delivered Meals
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PROPOSED BUDGET NARRATIVE - FY22
Title III-C Nutrition Services

Personnel Costs	Fringe Only: \$20,202.68	Total: \$50,746.86
------------------------	---------------------------------	---------------------------

List staff, positions, salaries/rate of pay, fringe rate, percent of direct-service time to be spent on the project and the number of months to calculate the amount requested.					
A. Position: Staff Name (if known, otherwise state new position), Title, Position Control Number (PCN) B. Provide a breakdown of the type of fringe benefits provided, such as health insurance, Medicare, FICA, worker's compensation, retirement, etc. -AND- Describe position duties as they relate to the funding and program objectives. Expand rows as needed.	Annual Salary	Fringe Rate	% of Time	Months	Amount Requested
A. Kitchen Lead, Vacant - PCN 2022-02 (40 hours/week) (\$57,245.50)	\$33,326.40	67.24%	25.00%	3.00	\$3,622.55
B. PERS 29.75%, Worker's Comp 5% (\$1,800 cap limit), Health Insurance \$11,400 annually, Medicare 1.45%, Other 3.25%. Ensures ADSD Service Specifications are in compliance within the congregate and home-delivered meal programs, oversees the daily operation of the food preparation and delivery.					
A. Kitchen Assistant, Vacant - PCN 2022-03 (40 hours/week) (\$53,090.54)	\$30,174.38	75.95%	76.00%	3.00	\$10,087.12
B. PERS 29.75%, Worker's Comp 5% (\$1,800 cap limit), Health Insurance \$11,400 annually, Medicare 1.45%, Other 3.25%. Assists in the daily operation of the kitchen and food service program.					
A. Kitchen Assistant, Vacant - PCN 2022-04 (30 hours/week) (\$42,449.44)	\$30,174.38	75.95%	76.00%	3.00	\$8,065.44
B. PERS 29.75%, Worker's Comp 5% (\$1,800 cap limit), Health Insurance \$11,400 annually, Medicare 1.45%, Other 3.25%. Assists in the daily operation of the kitchen and food service program.					
A. Kitchen Assistant, Vacant - PCN 2022-05 (25 hours/week) (\$25,874.53)	\$22,630.79	87.57%	76.00%	3.00	\$4,916.16
B. PERS 29.75%, Worker's Comp 5% (\$1,800 cap limit), Health Insurance \$11,400 annually, Medicare 1.45%, Other 3.25%. Assists in the daily operation of the kitchen and food service program.					
A. Meals on Wheels Driver, Vacant - PCN 2022-06 (22 hours/week) (\$22,769.59)	\$16,595.91	37.20%	100.00%	3.00	\$5,692.40
B. PERS 29.75%, Worker's Comp 5%, Medicare 1.45%, Other 3.25%. Assists in the daily operation of the food service program and delivers meals to individuals who are homebound.					
A. Meals on Wheels Driver, Vacant - PCN 2022-07 (22 hours/week) (\$22,769.59)	\$16,595.91	37.20%	100.00%	3.00	\$5,692.40
B. PERS 29.75%, Worker's Comp 5%, Medicare 1.45%, Other 3.25%. Assists in the daily operation					
A. Meals on Wheels Driver, Vacant - PCN 2022-08 (22 hours/week) (\$22,769.59)	\$16,595.91	37.20%	100.00%	3.00	\$5,692.40
B. PERS 29.75%, Worker's Comp 5%, Medicare 1.45%, Other 3.25%. Assists in the daily operation					
A. Meals on Wheels Driver, Vacant - PCN 2022-09 (22 hours/week) (\$22,769.59)	\$16,595.91	37.20%	100.00%	3.00	\$5,692.40
B. PERS 29.75%, Worker's Comp 5%, Medicare 1.45%, Other 3.25%. Assists in the daily operation					
A. Meals on Wheels Driver Relief, Vacant - PCN 2022-10 (3 hours/week) (\$2,571.99)	\$2,263.08	13.65%	100.00%	3.00	\$643.00
B. Social Security 6.2%, Worker's Comp 5%, Medicare 1.45%, Other 3.25%. Assists in the daily operation of the food service program and delivers meals to individuals who are homebound.					
A. Meals on Wheels Driver Relief, Vacant - PCN 2022-11 (3 hours/week) (\$2,571.99)	\$2,263.08	13.65%	100.00%	3.00	\$643.00
B. Social Security 6.2%, Worker's Comp 5%, Medicare 1.45%, Other 3.25%. Assists in the daily operation of the food service program and delivers meals to individuals who are homebound.					

TOTAL DIRECT PROJECT COSTS	\$50,746.86
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Administrative Expenses or Federal Indirect Cost Rate (FICR)	Total:
Administrative expenses and FICR are to be used to help cover expenses that are not easily assignable to a specific program or unit within an organization. These costs are associated with depreciation and use allowances, facility operation and maintenance, general administrative expenses such as accounting, payroll, legal and data processing, and any personnel not providing direct services to the project. If requested, the expenses are limited to the maximum rate listed below, depending on the funding source and existence of an FICR percentage of the direct project costs requested from ADSD. Administrative expenses do not apply to equipment or fixed-fee subawards. Reference the Requirements and Procedures for Grant Programs (RPGPs) GR - 20*	
Choose ONE type of rate according to funding source and provide calculation or explanations:	RATE:
1. 10% of Modified Direct Costs (maximum allowable rate)	_____
2. Federal Indirect Cost Rate (FICR): Identify approved FICR & attach letter to application. In cell below, describe how the total indirect amount was calculated based on letter guidance and exceptions. Expand row as needed.	_____
FICR Calculation:	_____

TOTAL BUDGET REQUEST	\$50,746.86
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**STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
AGING AND DISABILITY SERVICES DIVISION
NOTICE OF SUBAWARD**

Item 8.

Applicant Name: Churchill County	Type of Service: Fixed-Fee: Home-Delivered Meals
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PROPOSED BUDGET SUMMARY - FY22

Title III-C Nutrition Services

SHADED BOXES ARE FORMULA DRIVEN: Enter info in orange cells.

A. FUNDING SOURCES	ADSD Funds	MATCH *	[Enter name of Other Funding, if applicable]	[Enter name of Other Funding, if applicable]	[Enter name of Other Funding, if applicable]	[Enter name of Other Funding, if applicable]	[Enter name of Other Funding, if applicable]	TOTAL
PENDING OR SECURED	Pending	Secured						
ENTER TOTAL FUNDING	\$50,746.86	\$7,612.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$58,358.86

EXPENSE CATEGORY

Personnel	\$50,746.86	\$7,612.00						\$58,358.86
Travel/Training	\$0.00							\$0.00
Operating	\$0.00							\$0.00
Equipment	\$0.00							\$0.00
Contractual/Consultant	\$0.00							\$0.00
Other Expenses	\$0.00							\$0.00
Indirect	\$0.00							\$0.00

TOTAL EXPENSE	\$50,746.86	\$7,612.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$58,358.86
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These boxes should equal zero	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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Total Indirect Cost	\$0.00						Total Program Budget	\$58,358.86
Indirect % of Budget	0.00%						ADSD Percent of Program Budget	87%

B. Comments regarding budget summary, if applicable.
Churchill County supports the Life Center with In-kind services such as facility maintenance, vehicle support, administrative and HR services, and other services not funded in the operating budget. Churchill County also contributes more than \$400,000 cash annually to the Life Center programs.

C. Identify specific source(s) of Match, as applicable, and indicate whether each source of match is Secured or Pending.
Churchill County funding for match is secured and will be used for personnel expenses.

D. List potential amounts and sources of program income (required); and describe if the project plans to have a sliding fee scale or voluntary contributions.
The Life Center has a suggested donation of \$3.00 per eligible client. The estimated program income based on the actual donation is \$ 32,315.00 (3 months = \$ 9,128.00).

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

Item 8.

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

The Subrecipient agrees:

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

- Total reimbursement through this subaward will not exceed \$50,746.86;
- Requests for Reimbursement will be accompanied by supporting documentation, including a line-item description of expenses incurred;
- Additional expenditure detail will be provided upon request from the Department.

Additionally, the Subrecipient agrees to provide:

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

The Department agrees:

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

Both parties agree:

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

Financial Reporting Requirements

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

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

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

Item 8.

Agency Ref. #: _____
Budget Account: _____
GL: _____
Draw #: _____

**SECTION D
Request for Reimbursement**

Program Name:	Subrecipient Name:
Address:	Address:
Subaward Period:	Subrecipient's: 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 Chief (as required): _____ Date _____

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

Item 8.

SECTION E

Audit Information Request

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

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

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

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
DEPARTMENT OF HEALTH AND HUMAN SERVICES
AGING AND DISABILITY SERVICES DIVISION
NOTICE OF SUBAWARD**

Item 8.

SECTION F

Notification of Utilization of Current or Former State Employee

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

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

- YES If "YES", list the names of any current or former employees of the State and the services that each person will perform.
NO

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

Name	Services
<u>Kathy Manfredi</u>	<u>Bookkeeper</u>
<u>Raylene Stenl</u>	<u>Community Health Nurse</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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

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

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

SECTION G

Confidentiality Addendum

BETWEEN

Nevada Department of Health and Human Services

Hereinafter referred to as "Department"

and

Churchill County Social Services

Hereinafter referred to as "Subrecipient"

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

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

NOW, THEREFORE, Department and Subrecipient agree as follows:

I. **DEFINITIONS**

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

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

II. **TERM**

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

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

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

IV. **PERMITTED USES AND DISCLOSURES OF INFORMATION BY SUBRECIPIENT**

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

V. **USE OR DISCLOSURE OF INFORMATION**

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

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

VI. **OBLIGATIONS OF SUBRECIPIENT**

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

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

Item 8.

2. **Appropriate Safeguards.** Subrecipient will use appropriate safeguards to prevent use or disclosure of confidential information other than as provided for by Agreement.
3. **Reporting Improper Use or Disclosure.** Subrecipient will immediately report in writing to Department any use or disclosure of confidential information not provided for by Agreement of which it becomes aware.
4. **Return or Destruction of Confidential Information.** Upon termination of Agreement, Subrecipient will return or destroy all confidential information created or received by Subrecipient on behalf of Department. If returning or destroying confidential information at termination of Agreement is not feasible, Subrecipient will extend the protections of Agreement to that confidential information as long as the return or destruction is infeasible. All confidential information of which the Subrecipient maintains will not be used or disclosed.

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

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

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

Item 8.

SECTION H

Matching Funds Agreement

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

Program Name	ADSD / PAC Grants Management	Subrecipient Name	Churchill County Social Services
Federal Grant Number	2101NVOAHD-01	Subaward Number	02-001-04-2X-21
Federal Amount	\$50,746.86	Contact Name	Pete Olsen, Chair, Board of Commissioners
State Amount	N/A	Address	485 West B Street, Suite 105 Fallon, NV 89406
Non-Federal (Match) Amount	\$7,612.00		
Total Award	\$50,746.86		
Performance Period	07/01/2021 – 09/30/2021		

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 Amount Awarded	\$50,746.86
Required Match Percentage	15%
Total Required Match	\$7,612.00

Approved Budget Category		Budgeted Match	
1	Personnel	\$	7,612.00
2	Travel	\$	0.00
3	Operating	\$	0.00
4	Contract/Consultant	\$	0.00
5	Training	\$	0.00
6	Other	\$	0.00
7	Indirect Costs	\$	0.00
Total		\$	7,612.00

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



CHURCHILL COUNTY AGENDA REPORT

Item 9.

Date Submitted: September 02, 2021

Meeting Date Requested: September 15, 2021

To: Board of County Commissioners

From: Shannon Ernst, Social Services Director and Public Guardian

Subject Title: Consideration and possible action re: Approval of a Notice of Sub-award between Churchill County Social Services and State of Nevada, Aging and Disability Services Division, for the provision of the Homemaker Program for the period of July 1, 2021 through June 30, 2022 in the amount of \$81,789.12.

Type of Action Requested: Accept.

Does this action require a Business Impact Statement? No.

Recommend Board Action: Motion to approve the Agreement between Churchill County Social Services and ADSD for the Homemaker Program in the amount of \$81,789.12 for the period of July 1, 2021-June 30, 2022.

Discussion: Churchill County has completed grant submittal and received an award from the State of Nevada, Aging and Disability Services (ADSD), for the Homemaker Program for the time period of 7/1/2021-6/30/2022 in the amount of 81,789.12. These funds were relocated from the Coalition for Senior Citizens to Churchill County to maintain the revised Homemaker Program. Funding supports the contract with Clean All Around to provide services directly in the sum of \$81,789.12 for contracting, with \$12,268.00 dedicated for cash match for operating expenses. Currently, the rate for reimbursement from ADSD has been raised to \$25.00 per service hour from \$15.00 per service hour and the revision is pending.

Alternatives: Not to fund and return grant funds to ADSD and evaluate alternatives.

Fiscal Impact: \$81,789.12 contracted services and \$12,268.00 cash match from operating budget. Income is undetermined at this time, as the rate schedule is being implemented.

Explanation of Impact: Reimbursement \$25.00/approved homemaker service for 60 and older and/or disabled.

Funding Source: Senior Services Budget.

Prepared By: Shannon Ernst, Social Services Director and Public Guardian

Reviewed By: Jim R. Barbee, County Manager

Benjamin Shawcroft, Chief Deputy DA

Sherry Wideman, Comptroller

The submission of this agenda report by county officials is not intended, necessarily, to reflect agreement as to a particular course of action to be taken by the board; rather, the submission hereof is intended, merely, to signify completion of all appropriate review processes in readiness of the matter for consideration and action by the board.

The submission of this agenda report by county officials is not intended, necessarily, to reflect agreement as to a particular course of action to be taken by the board; rather, the submission hereof is intended, merely, to signify completion of all appropriate review processes in readiness of the matter for consideration and action by the board.



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

Agency Ref. #: 02-001- Item 9.
 Budget Account: 3140
 Category: 14
 GL: 8580
 Job Number: N/A

NOTICE OF SUBAWARD

Program Name: ADSD Planning, Advocacy and Community Services (PAC) Unit Grants Management Contact Name: Lisa Torres, LTorres@adsd.nv.gov	Subrecipient's Name: Churchill County Contact Name: Pete Olsen, Chairman, Board of Commissioners / polsen@churchillcounty.org
Address: 3416 Goni Road, #D-132 Carson City, NV 89706	Address: 485 W. B Street, Ste. 105 Fallon, NV 89406
Subaward Period: 07/01/2021 – 06/30/2022 Subaward Type: Categorical	Subrecipient's: EIN: <u>88-6000025</u> Vendor #: <u>T81032440 A</u> Dun & Bradstreet: <u>094376993</u>

Purpose of Award: Fiscal Year 2022 funding to provide In-Home Services: Homemaker Services to individuals deemed eligible per the ADSD Service Specifications.

Region(s) to be served: Statewide Specific county or counties: Churchill County

Approved Budget Categories:	
1. Personnel	\$0.00
2. Travel	\$0.00
3. Operating	\$0.00
4. Equipment	\$0.00
5. Contractual/Consultant	\$81,789.12
6. Training	\$0.00
7. Other	\$0.00
TOTAL DIRECT COSTS	\$81,789.12
8. Indirect Costs	\$0.00
TOTAL APPROVED BUDGET	\$81,789.12

AWARD COMPUTATION:	
Total Obligated by this Action:	\$ 81,789.12
Cumulative Prior Awards this Budget Period:	\$ 0.00
Total Federal Funds Awarded to Date:	\$ 0.00
Total State Funds Awarded to Date:	\$ 81,789.12
Total Funds Awarded:	\$ 81,789.12
Match Required <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
Amount Required this Action:	\$ 12,268.00
Amount Required Prior Awards:	\$ 0.00
Total Match Amount Required:	\$ 12,268.00
Research and Development (R&D) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
Federal Budget Period: N/A	
Federal Project Period: N/A	

FOR AGENCY USE, ONLY

Source of Funds:	% Funds:	CFDA:	FAIN:	Federal Grant #:	Federal Grant Award Date by Federal Agency:
Independent Living Grant (ILG)	100%	N/A	N/A	N/A	N/A

Agency Approved Indirect Rate: N/A

Subrecipient Approved Indirect Rate: 8%

Terms and Conditions:

In accepting these grant funds, it is understood that:

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

Incorporated Documents:

Section A: Grant Conditions and Assurances;
 Section B: Description of Services, Scope of Work and Deliverables;
 Section C: Budget and Financial Reporting Requirements;
 Section D: Request for Reimbursement;

Section E: Audit Information Request;
 Section F: Current/Former State Employee Disclaimer;
 Section G: DHHS Confidentiality Addendum; and
 Section H: Matching Funds Agreement

Authorized Subrecipient Official's Name, Title:	Signature	Date
Pete Olsen, Chairman, Board of Commissioners		
Jeffrey S. Duncan, Chief II For Dena Schmidt, ADSD Administrator		08/30/2021

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

Item 9.

SECTION A

GRANT CONDITIONS AND ASSURANCES

General Conditions

1. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Department of Health and Human Services (hereafter referred to as "Department") shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Recipient is an independent entity.
2. The Recipient shall hold harmless, defend and indemnify the Department from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.
3. The Department or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the Department or Recipient from its obligations under this Agreement.
 - The Department may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the Department and Recipient.
4. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Work in Section B may only be undertaken with the prior approval of the Department. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, reports, or other materials prepared by the Recipient under this Agreement shall, at the option of the Department, become the property of the Department, and the Recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.
 - The Department may also suspend or terminate this Agreement, in whole or in part, if the Recipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Department may declare the Recipient ineligible for any further participation in the Department's grant agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Recipient is in noncompliance with any applicable rules or regulations, the Department may withhold funding.

Grant Assurances

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

1. Adopt and maintain a system of internal controls which results in the fiscal integrity and stability of the organization, including the use of Generally Accepted Accounting Principles (GAAP).
2. Compliance with state insurance requirements for general, professional, and automobile liability; workers' compensation and employer's liability; and, if advance funds are required, commercial crime insurance.
3. These grant funds will not be used to supplant existing financial support for current programs.
4. No portion of these grant funds will be subcontracted without prior written approval unless expressly identified in the grant agreement.
5. Compliance with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
6. Compliance with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
7. Compliance with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. Compliance with Title 2 of the Code of Federal Regulations (CFR) and any guidance in effect from the Office of Management and Budget (OMB) related (but not limited to) audit requirements for grantees that expend \$750,000 or more in Federal awards during the grantee's fiscal year must have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. **To acknowledge this requirement, Section E of this notice of subaward must be completed.**
9. Certification that neither the Recipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211).

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

Item 9.

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 Nevada Department of Health and Human Services shall not use grant funds for any activity related to the following:
 - Any attempt to influence the outcome of any federal, state or local election, referendum, initiative or similar procedure, through in-kind or cash contributions, endorsements, publicity or a similar activity.
 - Establishing, administering, contributing to or paying the expenses of a political party, campaign, political action committee or other organization established for the purpose of influencing the outcome of an election, referendum, initiative or similar procedure.
 - Any attempt to influence:
 - The introduction or formulation of federal, state or local legislation; or
 - The enactment or modification of any pending federal, state or local legislation, through communication with any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation, including, without limitation, efforts to influence State or local officials to engage in a similar lobbying activity, or through communication with any governmental official or employee in connection with a decision to sign or veto enrolled legislation.
 - Any attempt to influence the introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity through communication with any officer or employee of the United States Government, the State of Nevada or a local governmental entity, including, without limitation, efforts to influence state or local officials to engage in a similar lobbying activity.
 - Any attempt to influence:
 - The introduction or formulation of federal, state or local legislation;
 - The enactment or modification of any pending federal, state or local legislation; or
 - The introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity, **by preparing, distributing or using** publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.
 - Legislative liaison activities, including, without limitation, attendance at legislative sessions or committee hearings, gathering information regarding legislation and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
 - Executive branch liaison activities, including, without limitation, attendance at hearings, gathering information regarding a rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity and analyzing the effect of the rule, regulation, executive order, program, policy or position, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
14. An organization receiving grant funds through the Nevada Department of Health and Human Services may, to the extent and in the manner authorized in its grant, use grant funds for any activity directly related to educating persons in a nonpartisan manner by providing factual information in a manner that is:
 - Made in a speech, article, publication, or other material that is distributed and made available to the public, or through radio, television, cable television or other medium of mass communication; and
 - Not specifically directed at:
 - Any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation;
 - Any governmental official or employee who is or could be involved in a decision to sign or veto enrolled legislation; or
 - Any officer or employee of the United States Government, the State of Nevada or a local governmental entity who is involved in introducing, formulating, modifying or enacting a Federal, State or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity.

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

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

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

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

SECTION B

Description of Services, Scope of Work and Deliverables

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

Scope of Work for Churchill County

Indicate the staff responsible for each of the following:

Compliance Item	Due Date	Indicate Subrecipient Staff Responsible (Name and Title)
Reporting Schedule	Each report applicable to funded service, as outlined at https://adsd.nv.gov/Programs/Grant/Reporting/Instructions/	
SAMS and/or Service-Specific Report	10 th calendar day following the month of service	
Request for Reimbursement	15 th calendar day following the month or quarter of service	
Request for Reimbursement – Advance	15 th calendar day before the month of service	
Quarterly Report	15 th calendar day following the quarter of service	
General Service Specifications	Ongoing throughout subaward period – General guidelines for service provision	
In-Home Services: Homemaker Service Specifications	Ongoing throughout subaward period – Service-specific guidelines for service provision	
Requirements and Procedures for Grant Programs (RPGPs)	Ongoing throughout subaward period – General guidelines for management of the subaward	
Quality Improvement and Efficiency	Ongoing throughout subaward period	
Provision of service as described in the approved subaward application	Ongoing throughout subaward period	

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

GOALS AND OBJECTIVES

Goal 1: To provide weekly homemaking services with written specific duties that will assist our Senior population to remain in their home independently with the aid of this homemaking service.

<u>Objective(s)</u>	<u>Activities</u>	<u>Due Date(s)</u>	<u>Staff Responsible (Name and Title)</u>	<u>Documentation to be Retained for ADSD Verification</u>
<p>1. To meet with program recipients quarterly to discuss services being provided; if they need additional or to have their plan reviewed.</p>	<p>Discussion to include any changes in situation that would cause a person to no longer need services, such as health reasons resulting in having to go to a nursing home facility.</p>	<p>7/01/21 to 6/30/22</p>	<p>Buster Pierce, Program Director and Anita Lamb, Lead Homemaker Program Jamie Lee, Manager and staff TBD (LT)</p>	<p>1. Each Homemaker will keep track of their own schedule of duties and times they are expected to report for work at each client's house. Log Books of service will be reviewed once a month at a weekly regular scheduled meeting. 2. State program specifications will be followed and guidance will be given as needed from our assigned Grants Projects Specialist (GPS)</p>
<p>2. Weekly staff meetings for an opportunity to discuss any emerging needs or problems.</p>	<p>Meet on Thursday morning with supervisors to discuss any program Needs</p>	<p>7/01/21 to 6/30/22</p>	<p>Buster Pierce, Program Director and Anita Lamb, Lead Homemaker Program supervisor Jamie Lee, Manager and staff TBD (LT)</p>	<p>weekly sign in log</p>

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

Goal 2: To determine what a program recipient would need for home modifications to keep them independent in their own homes.

<u>Objective(s)</u>	<u>Activities</u>	<u>Due Date(s)</u>	<u>Staff Responsible (Name and Title)</u>	<u>Documentation to be Retained for ADSD Verification</u>
1. Provide ideas and options available for program recipients to do home modifications to keep them in their own home and to have continued independence.	Make referrals of homemaker program recipients to possible sources to complete projects needed.	7/01/21 to 6/30/22	Buster Pierce, Program Director and Anita Lamb, Lead Homemaker Program Jamie Lee, Manager supervisor and staff TBD (LT)	Document materials shared for follow up purposes
2.				
3.				

Goal 3: Quality Improvement and Effectiveness

<u>Objective(s)</u>	<u>Activities</u>	<u>Due Date(s)</u>	<u>Staff Responsible (Name and Title)</u>	<u>Documentation to be Retained for ADSD Verification</u>
1. Meet or exceed Projected Output Measures as submitted in the approved subaward application	Complete data entry and/or submit other required reporting. Conduct outreach to reach target populations. Develop partnerships.	7/01/21 to 6/30/22	Buster Pierce, Program Director and Anita Lamb, Lead Homemaker Program supervisor Jamie Lee, Manager and staff TBD (LT)	The entry of documentation and data collected for the Homemaking Program shall be entered only by the employees who have received adequate training of the SAMS data system and are trained and licensed to do so.

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

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

Item 9.

SECTION C

Budget and Financial Reporting Requirements

Identify the source of funding on all printed documents purchased or produced within the scope of this subaward, using a statement similar to: "This publication (journal, article, etc.) was supported by the Nevada State Department of Health and Human Services through Grant Number 02-001-02-LX-22 from the Aging and Disability Services Division (ADSD). Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department nor ADSD.

Any activities performed under this subaward shall acknowledge the funding was provided through the Department by Grant Number 02-001-02-LX-22 from Aging and Disability Services Division (ADSD).

Subrecipient agrees to adhere to the following budget:

Applicant Name: Churchill County	Subaward & Service Type: Categorical; In-Home Services - Homemaker
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PROPOSED BUDGET NARRATIVE - FY22
Social Services and Supports

Contractual	Total: \$81,789.12
Explain the need and/or purpose for the contractual or consultant service. Identify project workers who are not regular employees of the organization. Include costs of labor, travel.	
Name of Contractor: Clean all Around	
Method of Selection: Interviewed three providers	\$81,789.12
Period of Performance: July 2021 - June 2022 with annual renewal based on performance	
Scope of Work: CCSS has a detailed Scope of Work to cover all areas required by ADSD Service Specifications, with detailed supervision and resolutions	
Sole Source Justification: There is no previous relationship with Contractor.	
Method of Accountability: Reports and invoices for work completed sent monthly for each service. Project Coordinator and Life Center Manager audit invoices	
Other Justification: (Other information that will help justify the use of this contractor.)	
Cost Calculation: (Explain costs included in this contractor request.)	
<i>If more than one Contractor/Consultant, copy section above and insert here.</i>	

TOTAL DIRECT PROJECT COSTS	\$81,789.12
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Administrative Expenses or Federal Indirect Cost Rate (FICR)	Total: \$0.00
Administrative expenses and FICR are to be used to help cover expenses that are not easily assignable to a specific program or unit within an organization. These costs are associated with depreciation and use allowances, facility operation and maintenance, general administrative expenses such as accounting, payroll, legal and data processing, and any personnel not providing direct services to the project. If requested, the expenses are limited to the maximum rate listed below, depending on the funding source and existence of an FICR percentage of the direct project costs requested from ADSD. Once a funding source is assigned to an approved subaward, the allowable rate will apply, and a budget revision may be required if excess expenses are included. Administrative expenses do not apply to equipment or fixed-fee subawards or portions of subawards. Reference the Requirements and Procedures for Grant Programs (RPGPs) GR - 20*.	
Choose ONE type of rate according to funding source and provide calculation or explanations:	
1. State or Federal Funding: 10% of Modified Direct Costs (maximum allowable rate)	RATE: _____
2. Federal Indirect Cost Rate (FICR): Identify approved FICR & attach letter to application. In cell below, describe how the total indirect amount was calculated based on letter guidance and exceptions. Expand row as needed.	_____
FICR Calculation: _____	
Other Explanations: _____	

TOTAL BUDGET REQUEST	\$81,789.12
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STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
AGING AND DISABILITY SERVICES DIVISION
NOTICE OF SUBAWARD

Item 9.

Applicant Name: Churchill County	Type of Service: Categorical; In-Home Services - Homemaker
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PROPOSED BUDGET SUMMARY - FY22
Social Services and Supports

PATTERN BOXES ARE FORMULA DRIVEN: [Enter info in orange cells](#)

A. FUNDING SOURCES	ADSD Funds	MATCH *	[Enter name of Other Funding, if applicable]	[Enter name of Other Funding, if applicable]	[Enter name of Other Funding, if applicable]	[Enter name of Other Funding, if applicable]	[Enter name of Other Funding, if applicable]	TOTAL
PENDING OR SECURED	Pending	Secured						
ENTER TOTAL FUNDING	\$81,789.12	\$12,268.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$94,057.12

EXPENSE CATEGORY

Personnel	\$0.00							\$0.00
Travel/Training	\$0.00							\$0.00
Operating	\$0.00	\$12,268.00						\$12,268.00
Equipment	\$0.00							\$0.00
Contractual/Consultant	\$81,789.12							\$81,789.12
Other Expenses	\$0.00							\$0.00
Indirect	\$0.00							\$0.00
TOTAL EXPENSE	\$81,789.12	\$12,268.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$94,057.12

These boxes should equal zero	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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Total Indirect Cost	\$0.00	Total Program Budget	\$94,057.12
Indirect % of Budget	0.00%	ADSD Percent of Program Budget	87%

B. Comments regarding budget summary, if applicable.

C. Identify specific source(s) of Match, as applicable, and indicate whether each source of match is Secured or Pending.

Match is secured through Churchill County/General Fund and will support the per unit fee for homemaker service.

D. List potential amounts and sources of program income (required); and describe if the project plans to have a sliding fee scale or voluntary contributions.

Program income is provided by recipients through a sliding fee scale. No one is denied service based on inability to pay for service.

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

Item 9.

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

The Subrecipient agrees:

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

- Total reimbursement through this subaward will not exceed \$81,789.12;
- Requests for Reimbursement will be accompanied by supporting documentation, including a line-item description of expenses incurred;
- Additional expenditure detail will be provided upon request from the Department.

Additionally, the Subrecipient agrees to provide:

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

The Department agrees:

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

Both parties agree:

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

Financial Reporting Requirements

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

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

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

Item 9.

Agency Ref. #: _____
Budget Account: _____
GL: _____
Draw #: _____

**SECTION D
Request for Reimbursement**

Program Name:	Subrecipient Name:
Address:	Address:
Subaward Period:	Subrecipient's: 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 Chief (as required): _____ Date _____

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

Item 9.

SECTION E

Audit Information Request

1. Non-Federal entities that **expend** \$750,000.00 or more in total federal awards are required to have a single or program-specific audit conducted for that year, in accordance with 2 CFR § 200.501(a).
2. Did your organization expend \$750,000 or more in all federal awards during your organization's most recent fiscal year? YES NO
3. When does your organization's fiscal year end? June 30
4. What is the official name of your organization? Churchill County, Nevada
5. How often is your organization audited? annually
6. When was your last audit performed? 8/2021
7. What time-period did your last audit cover? 7/1/2020-6/30/2021
8. Which accounting firm conducted your last audit? Hinton Burdick

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

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

SECTION F

Notification of Utilization of Current or Former State Employee

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

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

- YES If "YES", list the names of any current or former employees of the State and the services that each person will perform.
- NO

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

Name

Services

Kathy Manfredi

Bookkeeping

Raylene Stehl

Community Health Nurse

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

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

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

SECTION G

Confidentiality Addendum

BETWEEN

Nevada Department of Health and Human Services

Hereinafter referred to as "Department"

and

Churchill County

Hereinafter referred to as "Subrecipient"

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

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

NOW, THEREFORE, Department and Subrecipient agree as follows:

I. DEFINITIONS

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

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

II. TERM

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

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

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

IV. PERMITTED USES AND DISCLOSURES OF INFORMATION BY SUBRECIPIENT

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

V. USE OR DISCLOSURE OF INFORMATION

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

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

VI. OBLIGATIONS OF SUBRECIPIENT

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

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

Item 9.

2. **Appropriate Safeguards.** Subrecipient will use appropriate safeguards to prevent use or disclosure of confidential information other than as provided for by Agreement.
3. **Reporting Improper Use or Disclosure.** Subrecipient will immediately report in writing to Department any use or disclosure of confidential information not provided for by Agreement of which it becomes aware.
4. **Return or Destruction of Confidential Information.** Upon termination of Agreement, Subrecipient will return or destroy all confidential information created or received by Subrecipient on behalf of Department. If returning or destroying confidential information at termination of Agreement is not feasible, Subrecipient will extend the protections of Agreement to that confidential information as long as the return or destruction is infeasible. All confidential information of which the Subrecipient maintains will not be used or disclosed.

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

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

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

SECTION H

Matching Funds Agreement

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

Program Name	ADSD / PAC Grants Management	Subrecipient Name	Churchill County
Federal Grant Number	N/A	Subaward Number	02-001-02-LX-22
Federal Amount	N/A	Contact Name	Pete Olsen, Chairman, Board of Commissioners
State Amount	\$81,789.12	Address	485 W. B Street, Ste. 105 Fallon, NV 89406
Non-Federal (Match) Amount	\$12,268.00		
Total Award	\$81,789.12		
Performance Period	07/01/2021 - 06/30/2022		

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 Amount Awarded **\$81,789.12**
Required Match Percentage **15%**
Total Required Match **\$12,268.00**

Approved Budget Category		Budgeted Match	
1	Personnel	\$	0.00
2	Travel	\$	0.00
3	Operating	\$	12,268.00
4	Contract/Consultant	\$	0.00
5	Training	\$	0.00
6	Other	\$	0.00
7	Indirect Costs	\$	0.00
	Total	\$	12,268.00

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

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

Agency Ref # 02-001-
 Budget Account: 3 *Item 9.*
 GL: 8580
 Draw #: 1
 CFDA #: N/A

Financial Status Report and Request for Reimbursement

Program Name: ADSD PAC Unit, Grants Management	Subrecipient Name: Churchill County
Program Address: 3416 Goni Road, #D-132, Carson City, NV 89706	Subrecipient Address: 485 W. B Street, Ste. 105, Fallon, NV 89406
Subaward Period: 07/01/2021 - 06/30/2022 Homemaker Categorical	Subrecipient's: EIN: 88-6000025 Vendor #: T81032440 A

FINANCIAL REPORT AND REQUEST FOR REIMBURSEMENT

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

Month(s): _____	<input type="checkbox"/> ORIGINAL REQUEST	<input type="checkbox"/> ADVANCE
Calendar Year: _____	<input type="checkbox"/> REVISED REQUEST	<input checked="" type="checkbox"/> REIMBURSEMENT

	A	B	C	D	E	F
Approved Budget Category	Approved Budget	Total Prior Requests	Current Request	Year to Date Total	Budget Balance	Percent Requested
1 Personnel	\$0.00	\$0.00		\$0.00	\$0.00	-
2 Travel	\$0.00	\$0.00		\$0.00	\$0.00	-
3 Operating	\$0.00	\$0.00		\$0.00	\$0.00	-
4 Equipment	\$0.00	\$0.00		\$0.00	\$0.00	-
5 Contract/Consultant	\$81,789.12	\$0.00		\$0.00	\$81,789.12	0.00%
6 Training	\$0.00	\$0.00		\$0.00	\$0.00	-
7 Other	\$0.00	\$0.00		\$0.00	\$0.00	-
8 Indirect Costs/ Admin Expenses	\$0.00	\$0.00		\$0.00	\$0.00	-
Total	\$81,789.12	\$0.00	\$0.00	\$0.00	\$81,789.12	0.00%

Additional Financial Reporting - All Award Types

Budget Item	Required Amount	Total Prior Months	Current Amount	Year to Date Total	Budget Balance	Percent Provided
1 Match	\$12,268.00	\$0.00		\$0.00	\$12,268.00	0.00%

N/A

Advance Payment Reconciliation

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

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

Authorized Signature _____ Title _____ Date _____

OFFICE USE ONLY - DEPARTMENT OF HEALTH AND HUMAN SERVICES - OFFICE USE ONLY

Program contact necessary? _____ Yes _____ No Contact Person: _____

Reason for contact: _____

Scope of Work/approval date: _____ Signed: _____

Fiscal Review/approval date: _____ Signed: _____



CHURCHILL COUNTY AGENDA REPORT

Item 10.

Date Submitted: September 02, 2021

Meeting Date Requested: September 15, 2021

To: Board of County Commissioners

From: Shannon Ernst, Social Services Director and Public Guardian

Subject Title: Consideration and possible action re: Approval of a Notice of Sub-award between Churchill County Social Services and the State of Nevada, Aging and Disability Services Division, for the provision NSIP to purchase domestically produced food for Title III-C Meal Programs for the period of July 1, 2021 through September 30, 2021 in the amount of \$11,241.32.

Type of Action Requested: Acceptance.

Does this action require a Business Impact Statement? No.

Recommend Board Action: Motion to approve the Agreement between Churchill County Social Services and ADSD for the provision of food purchases to support Life Center qualified programming in the amount of \$11,241.32 for the period of July 1, 2021-September 30, 2021.

Discussion: Churchill County has completed grant submittal and received an award from the State of Nevada, Aging and Disability Services (ADSD), for the purchase of domestically produced food to support Title III-C Meal Programs (Congregate Meals/Meals on Wheels) for the period of 7/1/2021-9/30/2021 in the amount of \$11,241.32. These funds were relocated from the Coalition for Senior Citizens to Churchill County to maintain the programs. Funding supports the purchase of food to assist with Meals and Wheels and Congregate Meals for 60 and older, with \$11,241.32 operating, no cash match required or designated, and all in-kind through facility and administrative support.

Alternatives: Not to fund and return grant funds to ADSD.

Fiscal Impact: \$11,241.32 for food purchases to support 60+ for nutritious meals.

Explanation of Impact: Off-set \$11,241.32 of overall cost for the Congregate Meal and Meals on Wheels Programs.

Funding Source: Senior Services Budget.

Prepared By: Shannon Ernst, Social Services Director and Public Guardian

Reviewed By: Jim R. Barbee, County Manager

Benjamin Shawcroft, Chief Deputy DA

Sherry Wideman, Comptroller

The submission of this agenda report by county officials is not intended, necessarily, to reflect agreement as to a particular course of action to be taken by the board; rather, the submission hereof is intended, merely, to signify completion of all appropriate review processes in readiness of the matter for consideration and action by the board.

The submission of this agenda report by county officials is not intended, necessarily, to reflect agreement as to a particular course of action to be taken by the board; rather, the submission hereof is intended, merely, to signify completion of all appropriate review processes in readiness of the matter for consideration and action by the board.



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

Agency Ref. #: 02-001 Item 10.
 Budget Account: _____
 Category: 17
 GL: 8584
 Job Number: 9305321

NOTICE OF SUBAWARD

Program Name: ADSD Planning, Advocacy and Community Services (PAC) Unit Grants Management Contact Name: Lisa Torres / LTorres@adsd.nv.gov	Subrecipient's Name: Churchill County Contact Name: Pete Olsen, Chairman, Board of Commissioners / polsen@churchillcounty.org
Address: 3416 Goni Road, #D-132 Carson City, NV 89706	Address: 485 West B Street, Suite 105 Fallon, NV 89406
Subaward Period: 07/01/2021 – 09/30/2021 Subaward Type: Categorical	Subrecipient's: EIN: <u>88-6000025</u> Vendor #: <u>T81032440 A</u> Dun & Bradstreet: <u>094376993</u>

Purpose of Award: Fiscal Year 2021 NSIP funding to purchase domestically produced food for the subrecipient's Title III-C meal program(s).

Region(s) to be served: Statewide Specific county or counties: Churchill County

Approved Budget Categories:	
1. Personnel	\$0.00
2. Travel	\$0.00
3. Operating	\$11,241.32
4. Equipment	\$0.00
5. Contractual/Consultant	\$0.00
6. Training	\$0.00
7. Other	\$0.00
TOTAL DIRECT COSTS	\$11,241.32
8. Indirect Costs	\$0.00
TOTAL APPROVED BUDGET	\$11,241.32

AWARD COMPUTATION:	
Total Obligated by this Action:	\$ 11,241.32
Cumulative Prior Awards this Budget Period:	\$ 0.00
Total Federal Funds Awarded to Date:	\$ 11,241.32
Total State Funds Awarded to Date:	\$ 0.00
Total Funds Awarded:	\$ 11,241.32
Match Required <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
Amount Required this Action:	\$ 0.00
Amount Required Prior Awards:	\$ 0.00
Total Match Amount Required:	\$ 0.00
Research and Development (R&D) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
Federal Budget Period:	10/01/2020 – 09/30/2022
Federal Project Period:	10/01/2020 – 09/30/2022

FOR AGENCY USE, ONLY

Source of Funds:	% Funds:	CFDA:	FAIN:	Federal Grant #:	Federal Grant Award Date by Federal Agency:
Administration for Community Living (ACL); Older Americans Act, Nutrition Services Incentive Program (NSIP)	100%	93.053	2101NVOANS	2101NVOANS-01	02/19/2021

Agency Approved Indirect Rate: N/A

Subrecipient Approved Indirect Rate: N/A

Terms and Conditions:
 In accepting these grant funds, it is understood that:

- This award is subject to the availability of appropriated funds.
- Expenditures must comply with any statutory guidelines, the DHHS Grant Instructions and Requirements, ADSD Requirements and Procedures for Grant Programs (RPGPs), and the State Administrative Manual.
- Expenditures must be consistent with the narrative, goals and objectives, and budget as approved and documented.
- Subrecipient must comply with all applicable Federal and State regulations.
- 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.
- Financial Status Reports and Requests for Reimbursements must be submitted monthly or quarterly, unless specific exceptions are provided in writing by the grant administrator.

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

Authorized Subrecipient Official's Name, Title:	Signature	Date
Pete Olsen, Chairman, Board of Commissioners		8-4-21
Jeffrey S. Duncan, Chief II For Dena Schmidt, ADSD Administrator		07/29/2021

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

Item 10.

SECTION A

GRANT CONDITIONS AND ASSURANCES

General Conditions

1. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Department of Health and Human Services (hereafter referred to as "Department") shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Recipient is an independent entity.
2. The Recipient shall hold harmless, defend and indemnify the Department from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.
3. The Department or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the Department or Recipient from its obligations under this Agreement.
 - The Department may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the Department and Recipient.
4. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Work in Section B may only be undertaken with the prior approval of the Department. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, reports, or other materials prepared by the Recipient under this Agreement shall, at the option of the Department, become the property of the Department, and the Recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.
 - The Department may also suspend or terminate this Agreement, in whole or in part, if the Recipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Department may declare the Recipient ineligible for any further participation in the Department's grant agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Recipient is in noncompliance with any applicable rules or regulations, the Department may withhold funding.

Grant Assurances

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

1. Adopt and maintain a system of internal controls which results in the fiscal integrity and stability of the organization, including the use of Generally Accepted Accounting Principles (GAAP).
2. Compliance with state insurance requirements for general, professional, and automobile liability; workers' compensation and employer's liability; and, if advance funds are required, commercial crime insurance.
3. These grant funds will not be used to supplant existing financial support for current programs.
4. No portion of these grant funds will be subcontracted without prior written approval unless expressly identified in the grant agreement.
5. Compliance with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
6. Compliance with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
7. Compliance with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. Compliance with Title 2 of the Code of Federal Regulations (CFR) and any guidance in effect from the Office of Management and Budget (OMB) related (but not limited to) audit requirements for grantees that expend \$750,000 or more in Federal awards during the grantee's fiscal year must have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. **To acknowledge this requirement, Section E of this notice of subaward must be completed.**
9. Certification that neither the Recipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211).

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

Item 10.

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 Nevada Department of Health and Human Services shall not use grant funds for any activity related to the following:
 - Any attempt to influence the outcome of any federal, state or local election, referendum, initiative or similar procedure, through in-kind or cash contributions, endorsements, publicity or a similar activity.
 - Establishing, administering, contributing to or paying the expenses of a political party, campaign, political action committee or other organization established for the purpose of influencing the outcome of an election, referendum, initiative or similar procedure.
 - Any attempt to influence:
 - The introduction or formulation of federal, state or local legislation; or
 - The enactment or modification of any pending federal, state or local legislation, through communication with any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation, including, without limitation, efforts to influence State or local officials to engage in a similar lobbying activity, or through communication with any governmental official or employee in connection with a decision to sign or veto enrolled legislation.
 - Any attempt to influence the introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity through communication with any officer or employee of the United States Government, the State of Nevada or a local governmental entity, including, without limitation, efforts to influence state or local officials to engage in a similar lobbying activity.
 - Any attempt to influence:
 - The introduction or formulation of federal, state or local legislation;
 - The enactment or modification of any pending federal, state or local legislation; or
 - The introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity, **by preparing, distributing or using** publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.
 - Legislative liaison activities, including, without limitation, attendance at legislative sessions or committee hearings, gathering information regarding legislation and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
 - Executive branch liaison activities, including, without limitation, attendance at hearings, gathering information regarding a rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity and analyzing the effect of the rule, regulation, executive order, program, policy or position, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
14. An organization receiving grant funds through the Nevada Department of Health and Human Services may, to the extent and in the manner authorized in its grant, use grant funds for any activity directly related to educating persons in a nonpartisan manner by providing factual information in a manner that is:
 - Made in a speech, article, publication, or other material that is distributed and made available to the public, or through radio, television, cable television or other medium of mass communication; and
 - Not specifically directed at:
 - Any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation;
 - Any governmental official or employee who is or could be involved in a decision to sign or veto enrolled legislation; or
 - Any officer or employee of the United States Government, the State of Nevada or a local governmental entity who is involved in introducing, formulating, modifying or enacting a Federal, State or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity.

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

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

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

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

Item 10.

SECTION B

Description of Services, Scope of Work and Deliverables

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

Scope of Work for Churchill County

Indicate the staff responsible for each of the following:

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

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

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

Item 10.

SECTION C

Budget and Financial Reporting Requirements

Identify the source of funding on all printed documents purchased or produced within the scope of this subaward, using a statement similar to: "This publication (journal, article, etc.) was supported by the Nevada State Department of Health and Human Services through Grant Number 02-001-57-NX-21 from the Aging and Disability Services Division (ADSD). Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department nor ADSD.

Any activities performed under this subaward shall acknowledge the funding was provided through the Department by Grant Number 02-001-57-NX-21 from Aging and Disability Services Division (ADSD).

Subrecipient agrees to adhere to the following budget:

Subrecipient Name: Churchill County	Subaward & Service Type: NSIP; Categorical
--	---

PROPOSED BUDGET NARRATIVE
Nutrition Services Incentive Program (NSIP)

Operating	Total: \$11,241.32
Domestically produced food for Title III-C meal program(s)	\$11,241.32

Administrative Expenses or Federal Indirect Cost Rate (FICR)	Total: N/A
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TOTAL BUDGET REQUEST	\$11,241.32
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PROPOSED BUDGET SUMMARY
Nutrition Services Incentive Program (NSIP)

A. FUNDING SOURCES	<i>ADSD Funds</i>	MATCH *	N/A	N/A	N/A	TOTAL
PENDING OR SECURED	Pending	N/A	N/A	N/A	N/A	
ENTER TOTAL FUNDING	\$11,241.32	\$0.00	\$0.00	\$0.00	\$0.00	\$11,241.32

EXPENSE CATEGORY

Personnel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Travel/Training	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Operating	\$11,241.32	\$0.00	\$0.00	\$0.00	\$0.00	\$11,241.32
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contractual/Consultant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Expenses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Indirect	N/A	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL EXPENSE	\$11,241.32	\$0.00	\$0.00	\$0.00	\$0.00	\$11,241.32

Total Indirect Cost	N/A
Indirect % of Budget	N/A

Total Agency Budget	\$11,241.32
ADSD Percent of Agency Budget	100%

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

Item 10.

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

The Subrecipient agrees:

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

- Total reimbursement through this subaward will not exceed \$11,241.32;
- Requests for Reimbursement will be accompanied by supporting documentation, including a line-item description of expenses incurred;
- Additional expenditure detail will be provided upon request from the Department.

Additionally, the Subrecipient agrees to provide:

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

The Department agrees:

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

Both parties agree:

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

Financial Reporting Requirements

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

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

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

Item 10.

Agency Ref. #: _____
Budget Account: _____
GL: _____
Draw #: _____

**SECTION D
Request for Reimbursement**

Program Name: _____	Subrecipient Name: _____
Address: _____	Address: _____
Subaward Period: _____	Subrecipient's: 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 Chief (as required): _____ Date _____

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

Item 10.

SECTION E

Audit Information Request

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

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

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

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
DEPARTMENT OF HEALTH AND HUMAN SERVICES
AGING AND DISABILITY SERVICES DIVISION
NOTICE OF SUBAWARD**

Item 10.

SECTION F

Notification of Utilization of Current or Former State Employee

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

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

- YES If "YES", list the names of any current or former employees of the State and the services that each person will perform.
NO

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

Name	Services
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

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

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

Item 10.

SECTION G

Confidentiality Addendum

BETWEEN

Nevada Department of Health and Human Services

Hereinafter referred to as "Department"

and

Churchill County

Hereinafter referred to as "Subrecipient"

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

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

NOW, THEREFORE, Department and Subrecipient agree as follows:

I. **DEFINITIONS**

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

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

II. **TERM**

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

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

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

IV. **PERMITTED USES AND DISCLOSURES OF INFORMATION BY SUBRECIPIENT**

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

V. **USE OR DISCLOSURE OF INFORMATION**

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

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

VI. **OBLIGATIONS OF SUBRECIPIENT**

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

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

Item 10.

2. **Appropriate Safeguards.** Subrecipient will use appropriate safeguards to prevent use or disclosure of confidential information other than as provided for by Agreement.
3. **Reporting Improper Use or Disclosure.** Subrecipient will immediately report in writing to Department any use or disclosure of confidential information not provided for by Agreement of which it becomes aware.
4. **Return or Destruction of Confidential Information.** Upon termination of Agreement, Subrecipient will return or destroy all confidential information created or received by Subrecipient on behalf of Department. If returning or destroying confidential information at termination of Agreement is not feasible, Subrecipient will extend the protections of Agreement to that confidential information as long as the return or destruction is infeasible. All confidential information of which the Subrecipient maintains will not be used or disclosed.

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

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



CHURCHILL COUNTY AGENDA REPORT

Item 11.

Date Submitted: September 10, 2021

Meeting Date Requested: September 15, 2021

To: Board of County Commissioners

From: Shannon Ernst, Social Services Director

Subject Title: Consideration and possible action re: Approval of a Sub-award Agreement between Churchill County Social Services and The Board of Regents of the Nevada System of Higher Education, University of Nevada, Reno for the provision of the evaluation of the development of a Health District, the mapping process, and the strategies for implementation of the Health District prior to November 2023, in the amount of \$100,000.

Type of Action Requested: Approval

Does this action require a Business Impact Statement? No.

Recommend Board Action: Motion to approve the Sub-award Agreement with UNR as submitted.

Discussion: Churchill County Social Services submits this Sub-award Agreement for the University of Nevada Reno (UNR) to provide assistance in the evaluation of the development of a Health District, the mapping process, and the strategies for implementation of the Health District prior to November 2023, in the amount of \$100,000.

Alternatives: Not approve the Agreement.

Fiscal Impact: \$100,000.

Explanation of Impact: The costs will provide for the services as outlined.

Funding Source: State of Nevada, ELC COVID Funds for Phase I Contracted Services \$100,000.

Prepared By: Pamela D. Moore, Deputy Clerk to the Board

Reviewed By: Jim R. Barbee, County Manager

Benjamin Shawcroft, Chief Deputy DA

Sherry Wideman, Comptroller

The submission of this agenda report by county officials is not intended, necessarily, to reflect agreement as to a particular course of action to be taken by the board; rather, the submission hereof is intended, merely, to signify completion of all appropriate review processes in readiness of the matter for consideration and action by the board.

SUBAWARD AGREEMENT

No. 2200066

**BY AND BETWEEN
CHURCHILL COUNTY SOCIAL SERVICES**

AND

**The Board of Regents of the Nevada System of Higher Education obo
University of Nevada, Reno**

This Subaward Agreement (“Agreement”) is entered into and is effective as of 9/15/2021, 2021, by and between Churchill County Social Services, a division of Churchill County Nevada government (type of entity), having its principal place of business at 485 West B Street, Suite 105, Fallon, Nevada 89406-2765, (“Sponsor”) and the Board of Regents of the Nevada System of Higher Education (NSHE), obo the University of Nevada, Reno, an institution of higher education of the State of Nevada, (“University”) having its principal place of business at 1664 North Virginia Street, Reno, NV 89557 (Sponsor and University each to be referred to as “Party” or together as “Parties”).

RECITALS

WHEREAS, the Nevada Department of Health and Human Services Division of Public and Behavioral Health was awarded a contract by the US government;

WHEREAS, Sponsor has been awarded a subcontract by the State of Nevada Division of Public and Behavioral Health;

WHEREAS, Sponsor wishes to have technical assistance and development performed in accordance with the scope of work outlined in this Agreement;

WHEREAS, the performance of such project is consistent, compatible and beneficial to the academic role and mission of University as an institution of higher education; and

WHEREAS, University is qualified to conduct the project.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and undertakings herein set forth, the parties agree as follows:

1. Scope of Work. University agrees to perform for Sponsor certain technical assistance and development (“Technical Assistance and Development”) described in the Scope of Work set forth

in Appendix A, which is attached hereto and incorporated herein by this reference. Principal Investigator may select other University employees to participate in the Technical Assistance and Development (including but not limited to, University technicians, undergraduate and graduate students, post-doctoral fellows, or faculty members).

2. Period of Performance. The project period under this Agreement is intended to commence on 12/30/2020 and continue until 07/31/2023. This Agreement may be extended for additional periods of performance beyond the Initial Term, upon written approval by Sponsor and University.

3. Sponsor has been awarded a subcontract by the State of Nevada Department of Health and Human Services Division of Public and Behavioral Health. University agrees to comply with said subcontract's additional terms and conditions as found in Appendix C herein.

4. Compensation and Payment.

4.1. Compensation. Sponsor shall pay to University a total of One Hundred Thousand Dollars (\$100,000.00) ("Compensation") for performance of the Technical Assistance and Development under this Agreement.

A budget itemizing the costs for providing the Technical Assistance and Development is set forth in Appendix B, which is attached hereto and incorporated herein by this reference.

4.2. Payment. Monthly cost reimbursable payments shall be made by Sponsor to University based upon monthly invoices submitted by University. Invoices submitted to Sponsor shall be paid by Sponsor within thirty (30) days of receipt. The monthly invoices for services performed shall identify the direct and facility and administrative costs. Final payment shall be made upon completion of the Technical Assistance and Development.

4.3. Invoicing.

Invoices shall be delivered to:

Churchill County Social Services
485 West B street, Suite 105
Fallon, Nevada 89406

Compensation checks shall reference the appropriate UNR account number and be payable to "Board of Regents, NSHE obo the University of Nevada, Reno" and shall be delivered to:

University of Nevada, Reno
Controller's Office
Mail Stop 124
Reno, NV 89557-0025

5. Technical Supervision

5.1. Supervision by Sponsor. The person with primary responsibility for supervision of the performance of the Technical Assistance and Development on behalf of Sponsor shall be Shannon Ernst, or such other person as may be designated by Sponsor, who shall have primary responsibility for technical supervision of the Project.

5.2. Supervision by University. The person with primary responsibility for supervision of the performance of the Technical Assistance and Development on behalf of University shall be Dr. John Packham. No other person shall replace or substitute for him/her in the supervisory responsibilities hereunder without the prior written approval of University, which may be granted or withheld at University's sole discretion.

6. Reporting Requirements. University shall provide written reports to Sponsor on the progress of the performance of Technical Assistance and Development as outlined or required in the Scope of Work. A final written report shall be furnished to Sponsor upon completion of the Technical Assistance and Development within 60 days of the last day of the project period and after the final payment has been received.

7. Equipment. All equipment, instruments and materials purchased or used by University in connection with performance of the Technical Assistance and Development shall at all times remain under the sole control and ownership of University.

8. Confidentiality.

8.1. Confidential Information. All reports, data, other information of a proprietary, technical or business nature provided by one Party to the other Party in connection with the Technical Assistance and Development, whether in oral, written, graphic or electronic form and which is clearly marked or otherwise communicated to the recipient Party as Confidential Information. Confidential Information shall not include information which:

- a) is presently or becomes generally known or available to the public through no act or failure to act by the recipient party;
- b) is known by the recipient party at the time the information is received or, in the case of Intellectual Property, at the time of recipient Party's generation of such Intellectual Property;
- c) is hereafter furnished to the recipient Party by a third party, as matter of right and without restriction on disclosure;
- d) has been developed independently by recipient Party, as evidenced by contemporaneous written documentation.
- e) is required by law or court order to be disclosed. In the event of a request for such a disclosure, recipient Party will, to the extent permitted by law, provide the disclosing

Party with prompt written notice thereof so that disclosing Party may seek a protective order or other appropriate remedy.

8.2. Confidentiality Obligation. During the term of this Agreement and for a period of three (3) years thereafter, each Party will maintain all Confidential Information of the other Party as confidential and will not disclose any such Confidential Information or use any such Confidential Information for any purpose except as expressly authorized in the Agreement or to perform necessary tasks for the subject matter of this Agreement. A recipient Party will promptly notify a disclosing Party upon discovery of any unauthorized use or disclosure of the disclosing Party's Confidential Information.

8.3. Open Records Act. Notwithstanding the foregoing, Sponsor acknowledges that University is a governmental entity and thus subject to the Nevada Open Records Act, NRS Code 239.005 to 239.011. Pursuant to the Act, this Agreement, any confidential information provided pursuant hereto, may be subject to public disclosure. Any person who provides University with records that such person believes should be protected from disclosure for business reasons must indicate the confidentiality of such records upon disclosure.

9. Data Ownership. University shall retain ownership of all data and information generated as a result of conducting the Technical Assistance and Development. University grants Sponsor a royalty free non-exclusive license, with right to sublicense, to use the data for internal and commercial purposes.

10. Publication. Sponsor recognizes that the results of University's involvement in the Technical Assistance and Development must be publishable or otherwise available for public dissemination, and agrees that University has the right to present at international, national or regional professional meetings or symposia, and to publish in journals, theses, or dissertations, or otherwise of their own choosing, methods, information and data resulting from or gained in pursuing the Technical Assistance and Development in connection with this Agreement.

11. Intellectual Property.

11.1. University Intellectual Property. Intellectual property independently conceived or reduced to practice or writing by University prior to entering into this Agreement with no facilities, contribution, involvement or support by Sponsor, as to its conception or reduction to practice, shall remain the sole and exclusive property of University, and Sponsor shall have no title or claim to such intellectual property.

11.2. Sponsor Intellectual Property. Intellectual property independently conceived or reduced to practice or writing by Sponsor prior to entering into this Agreement with no facilities, contribution, involvement or support by University, as to its conception or reduction to practice, shall remain the sole and exclusive property of Sponsor, and the University shall have no title or claim to such intellectual property. Sponsor shall allow University access to Sponsor Intellectual Property only as far as is necessary to allow University to successfully conduct the

Scope of Work of this Agreement.

12. Compliance With Laws. In performance of the Technical Assistance and Development, Sponsor and University shall comply with all applicable federal, state and local laws, codes, regulations, rules and orders.

13. Relationship of Parties. In assuming and performing the obligations of this Agreement, University and Sponsor are each acting as independent parties and neither shall be considered or represent itself as a joint venturer, partner, agent or employee of the other. Neither party shall use the name or any trademark of the other party in any advertising, sales promotion or other publicity matter without the prior written approval of the other party.

14. Termination and Survival.

14.1. Termination. This Agreement may be terminated by either party at any time, by giving written notice thereof to the other party. Such termination shall be effective thirty (30) days after receipt of such notice. Termination shall not relieve either party of any obligation or liability accrued hereunder prior to such termination, or rescind or give rise to any right to rescind any payments made prior to the time of such termination.

14.2. Survival. Termination of this Agreement by either party, for any reason, shall not affect the rights and obligations of the parties accrued prior to the effective date of termination of this Agreement. No termination of this Agreement, however effectuated, shall affect the parties' rights and obligations under Paragraphs 7, 8, 9, 10 [and 11] of this Agreement.

15. Uncontrollable Forces. Neither Sponsor nor University shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "uncontrollable forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either Sponsor or University under this Agreement, strikes, work slowdowns or other labor disturbances, and judicial restraint.

16. Miscellaneous.

16.1. Assignment. Neither party shall assign or transfer any interest in this Agreement, nor assign any claims for money due or to become due under this Agreement, without the prior written consent of the other party.

16.2. Entire Agreement. This Agreement, with its attachments, constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any other written or oral understanding of the parties. This Agreement may not be modified except by

written instrument executed by both parties.

16.3. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns.

16.4. Notices. Except as provided in Section 3 hereof regarding payment of invoices, any notice or other communication required or permitted to be given to either party hereto shall be in writing and shall be deemed to have been properly given and effective: (a) on the date of delivery if delivered in person during recipient’s normal business hours; or (b) on the date of delivery if delivered by courier, express mail service or first-class mail, registered or certified, return receipt requested. Such notice shall be sent or delivered to the respective addresses given below, or to such other address as either party shall designate by written notice given to the other party as follows:

To University

Attn: Tom Landis

Office of Sponsored Projects

University of Nevada, Reno

204 Ross Hall MS 325

Reno, NV 89557

To Sponsor:

ATTN: Shannon Ernst

Churchill County Social Services

485 West B Street, Suite 105

Fallon, NV 89406-2765

16.5. Order of Precedence. In the event of any conflict, inconsistency or discrepancy amount, the Agreement and any other documents listed below shall be resolved by giving precedence in the following order.

- (a) This Agreement including the Exhibits hereto
- (b) Purchase Order issued by Sponsor. In the event a purchase order is issued under this Agreement and such purchase order contains standardized terms and conditions, the terms and conditions of this Agreement shall supercede and replace all such purchase order standardized terms and conditions.

16.6. Governing Law and Disputes. This Agreement shall be interpreted and construed in accordance with the laws of the State of Nevada, without application of any principles of choice of laws. Disputes that cannot be resolved by Sponsor and University shall be determined by a court of competent jurisdiction in the County of Curchill, State of Nevada.

16.7. Nonwaiver. A waiver by either party of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

16.8. Use of Name. Sponsor may not use the name of University in any news release or advertising or any publications directed to the general public without written approval of University.

16.9. Attorney Fees. The prevailing Party in any action or suit to enforce the terms or conditions of this Agreement shall be entitled to recover its costs of court and reasonable attorneys' fees incurred in enforcing the terms or conditions of this Agreement.

16.10. Counterparts and Facsimile Signatures. This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile, and any such signature shall have the same legal effect as an original.

16.11. Severability. If any provision of this Agreement is held void or unenforceable, the remaining provisions shall nevertheless be effective, the intent being to effectuate this Agreement to the fullest extent possible.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year first written above.

[INSERT NAME OF SPONSOR]

**BOARD OF REGENTS, NSHE OBO
UNIVERSITY OF NEVADA, RENO**

"Sponsor"

"University"

By: 
Signature

By: Thomas A. Landis
Signature

Name: H. Peter Olsen
(Please print)

Name: Thomas Landis

Title: Chairman

Title: Associate Director,
Office of Sponsored Projects

Date: 9-15-21

Date: 10/11/2021

APPENDIX A

Scope of Work Churchill County

The University of Nevada, Reno School of Medicine's Office of Statewide Initiatives, under the direction of the Associate Dean for Statewide Initiatives and the Assistant Dean for Rural Health, will direct, manage, supervise and coordinate programs and activities related to CDC grant to provide technical expertise to Churchill County, Board of County Commissioner(s) and Board of Health in the Development, Administration and Creation of a Health District and/or Department and other activities related to rural public health infrastructure.

Technical Assistance and Development will include but is not limited to the following:

- Develops, articulates, and implements the strategic direction for rural Nevada Health Departments and Districts; assists local boards of health in the engagement and marketing of the department to potential funding sources and the impact of departments on regional, state, and federal discussions which determine future funding possibilities.
- Assist in the development of strategies to communicate essential and important public health information to the Rural Boards of Health, Health Officers and County Commissioners and general public as well as to health professionals region-wide, and provides technical assistance to multi-sector partnerships and counties and to improve health status and protect against threats to public health in the region.
- Assists in the development of procedures for counties to assess and monitor the health of the County or Multi-county population(s).
- Assists in establishing policy and procedures in the relationship between the Board of Health and the County.
- Assists the county in establish procedures for Enforcement of all state and federal public health statutes and requirements and has the authority to take actions as necessary to maintain health and prevent the spread of disease including broad emergency powers.
- Assists the County in the Development short and long-term strategies to address public health issues throughout the City and directs the activities of the department in implementing these strategies.
- Assists the County in the Management and participate in the development and implementation of goals, objectives, policies, priorities, the department's business plan and performance measurements for all assigned programs; recommend and administer policies and procedures.
- Assists the County in the establishment of appropriate service and staffing levels and monitors and evaluates the efficiency and effectiveness of the department's service delivery.
- Assists the County in the development of policies, procedures and customer service and operational standards; monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; recommend, within departmental policy, appropriate service and staffing levels.

- Provides technical assistance in the development and administration of the department annual budget; forecasting of funds needed for staffing, equipment, materials and supplies; monitor and approve expenditures; implement adjustments.
- Provides technical assistance in the planning of a work plan for department staff and volunteers.
- Other activities as identified through project implementation and provision of technical assistance.

APPENDIX B

BUDGET

Churchill County Health District

Award - \$100,000/year - 2 years

Personnel	Base Salary	FTE	Request
Marena Works - LOA	124,800.00\$	60%	74,880.00\$
John Packham - Assoc Dean	129,594.00\$	5%	6,479.70\$
Sub-Total		81,360\$	
Fringe			
Marena Works - LOA	11.50%		8,611.20\$
John Packham - Assoc Dean	32.30%		2,092.94\$
Sub-Total		10,704.14\$	
Travel			
In-State		528.75\$	
Out-of-State			
Sub-Total		528.75\$	
Supplies			
Consumable Supplies		-\$	
Sub-Total		-\$	
Other			
Membership Dues		-\$	
Copy/Printing		-\$	
Sub-total		-\$	
Sub-Total Direct Costs		92,592.59\$	
Indirect Costs			
8% of allowable direct costs federal		7,407.41\$	
Sub-Total		7,407.41\$	
Grand Total		100,000.00\$	

APPENDIX C

Additional Terms and Conditions



CHURCHILL COUNTY AGENDA REPORT

Item 12.

Date Submitted: August 26, 2021

Meeting Date Requested: September 15, 2021

To: Board of County Commissioners

From: Perry B. Wickham, Field Manager, Tonopah Field Office, Bureau of Land Management

Subject Title: Bureau of Land Management's notification of its decision for an emergency Wild Horse and Burro Gather in the Stone Cabin Management Area.

Type of Action Requested: None; informational only

Does this action require a Business Impact Statement? No.

Recommend Board Action: None; informational only.

Discussion: The Bureau of Land Management (BLM) Battle Mountain District, Tonopah Field Office (TFO), is proposing to conduct an emergency bait and water gather to permanently remove 450 wild horses from the northern half of the Stone Cabin Herd Management Area (HMA). This gather is in response to ongoing exceptional drought conditions which have resulted in a lack of forage and vegetative resources throughout the HMA with consequential deteriorated body condition and health of the wild horses.

Within 30 days of receipt of this wild horse decision, any person who is adversely affected by a decision may file an appeal. Appeal instructions are included in the letter.

Alternatives: N/A

Fiscal Impact: N/A

Explanation of Impact: N/A

Funding Source: N/A

Prepared By: Renae Paholke, Deputy Clerk

Reviewed By: Jim R. Barbee, County Manager

Benjamin Shawcroft, Chief Deputy DA

Sherry Wideman, Comptroller

The submission of this agenda report by county officials is not intended, necessarily, to reflect agreement as to a particular course of action to be taken by the board; rather, the submission hereof is intended, merely, to signify completion of all appropriate review processes in readiness of the matter for consideration and action by the board.



United States Department of the Interior

BUREAU OF LAND MANAGEMENT
Tonopah Field Office
P.O. Box 911 (1553 South Main Street)
Tonopah, Nevada 89049
Phone: 775-482-7800 Fax: 775-482-7810
<https://www.blm.gov/nevada>



Item 12.

RECEIVED

AUG 19 2021

CHURCHILL COUNTY
COMMISSIONERS

In Reply Refer To:
4700 (NVB0200)

AUG 19 2021

DECISION

Wild Horse and Burro Program

Stone Cabin Herd Management Area Emergency Wild Horse and Burro Gather

INTRODUCTION

The Bureau of Land Management (BLM) Battle Mountain District, Tonopah Field Office (TFO), is proposing to conduct an emergency bait and water gather to permanently remove 450 wild horses from northern half of the Stone Cabin Herd Management Area (HMA). This gather is in response to ongoing exceptional drought conditions which have resulted in a lack of forage and vegetative resources throughout the HMA with consequential deteriorated body condition and health of the wild horses. The BLM analyzed the impacts of gathering and removing animals from the HMA in the Stone Cabin Complex Wild Horse and Gather Plan and Final Environmental Assessment (EA) DOI-BLM-NV-B020-2011-0106-EA. For this action, the BLM has completed a Determination of NEPA Adequacy (DNA) DOI-BLM-NV-B020-2021-0052-DNA which confirms that this emergency gather has already been adequately analyzed in the previous EA and is in conformance with the relevant land use plan.

BACKGROUND

The Stone Cabin HMA is located 28 miles east of Tonopah, Nevada in Nye County. The HMA encompasses an area approximately 48 miles long and 23 miles wide at its widest point and is approximately 407,851 acres in size. The HMA is divided into two portions, north and south, by US Highway 6 and right-of-way fences. This decision is only for the north portion of the HMA (Stone Cabin North), which is approximately 203,926 acres in size.

The elevation of the valley floor ranges from a low of 5,300 feet to a high of 6,300 feet. The surrounding mountain ranges vary between 8,400 feet to 9,400 feet. Mean annual precipitation averages between 4 and 8 inches per year in the valley and 8 to 16 inches in the mountains. Most of the precipitation occurs during the winter months. This HMA is part of the Great Basin, which is a cold desert biome often dominated by shrubby vegetation. Dominant vegetation communities are composed of sagebrush, white sage, shadscale, fourwing saltbush, indian ricegrass, galleta grass, and rabbitbrush. Some pinyon-juniper woodlands are found at the upper elevations. As of June 24, 2021, the entire Stone Cabin HMA is in the Exceptional Drought category according to the National Drought Monitor. As more fully described

below, the drought is causing the area to experience a severe lack of forage and reduced water availability.

The Appropriate Management Level (AML) for the Stone Cabin HMA is 364 wild horses. The AML for the northern portion of the HMA is 182. A helicopter inventory flight was completed July 24-25, 2021. At that time, 552 wild horses were identified in the northern portion of the Stone Cabin gather area which included 75 foals. The most recent gather was completed in 2016.

PUBLIC INVOLVEMENT

Prior to completion of the EA, a scoping letter dated June 29, 2011, was mailed to 22 individuals, agencies, and organizations on the interested public list for the Stone Cabin and Saulsbury HMAs. Among these was the Nevada State Clearinghouse, which made the scoping letter available for review by Nevada state agencies.

On October 29, 2011, the Tonopah Field Office issued the preliminary Stone Cabin Complex Gather EA along with a notification of its availability for a 30-day review and comment period to the interested public mailing list for the Stone Cabin Complex. The BLM reviewed and considered all comments as it completed the final Stone Cabin Complex Gather EA, including letters both supporting and opposing the gather, as well as numerous form letters.

STONE CABIN HMA EMERGENCY GATHER

The Tonopah Field Office plans to gather and remove 450 wild horses through bait and water trapping. Gather operations will begin on or around August 19, 2021, depending on conditions. Bait and water traps will be placed in an estimated four locations throughout the northern half of the HMA: Gather operations will last until objectives are met, or until conditions change (such as weather patterns) which preclude continued successful trapping. Gather operations will be conducted in accordance with the Wild Horse and Burro Program's Comprehensive Animal Welfare Policy Instruction Memorandum (PIM 2021-002). Due to the nature of bait and water trap gathers, the public is not allowed to be on-site for gather activities.

DECISION

It is my decision to implement the Stone Cabin HMA Emergency Gather under 43 CFR § 4720.1, in accordance with Stone Cabin Complex Wild Horse and Gather Plan and Final Environmental Assessment (EA) DOI-BLM-NV-B020-2011-0106-EA

RATIONALE

During Spring and Summer 2021, TFO staff conducted multiple monitoring visits at the Stone Cabin HMA and observed that the wild horses are experiencing a severe lack of forage and reduced water availability. Due to Exceptional Drought conditions, forage throughout Stone Cabin Valley either did not grow or exhibited extremely minimal growth in 2021. Through continued monitoring through the spring and summer, and during an inventory flight July 25-26, 2021, TFO staff observed declining Body Condition Scores (BCS) in the northern half of the HMA. Trail camera documentation also confirmed a decline in the average BCS throughout the HMA over time. When monitoring began, the average BCS in the HMA was in the 3 (thin) to 4 (moderately thin) range according to the Henneke Body Condition score system. By early July 2021, the average BCS had declined to a score range of 2 (very thin) to 3. Mares with suckling foals and yearlings were found to be especially thin (BCS 2-3). Monitoring also showed that horses were congregating around water sources and remaining at water sites, rather than traveling to

find forage or other productive water resources. Wild horses congregating and remaining at water sources is often an indicator of an inability to access sufficient water to meet minimal needs, or the need to travel longer and longer distances away from water to find forage, therefore needing a longer period of time to replenish at water locations.

According to the National Drought Monitor, the Stone Cabin Allotment has been in the Exceptional Drought Category since late February 2021. By mid-April, the Stone Cabin HMA was in the Severe to Extreme Drought category according to the Vegetation Drought Response Index (VegDRI). These drought conditions have resulted in little to no vegetation growth this growing season.

In response to these drought conditions, the livestock permittee has removed all of its cattle, but there is still insufficient forage for the wild horses in the northern half of the Stone Cabin HMA, which is evidenced by the decline of body condition of the horses, and the thin and very thin condition of the horses. As of August 1, 2021, it is estimated that 50-60% of all of the horses fall into a body conditions score of 3.0 (thin) or lower and are continuing to decline. Body conditions were further documented during an inventory flight conducted July 24-25, 2021.

In accordance with 43 CFR § 4720.1 and upon current monitoring information, the BLM has determined that the exceptional drought conditions that exist in within the northern half of the Stone Cabin HMA have reduced the available forage and water resources for wild horses. Body conditions of wild horses in the HMA have declined and continued to decline as drought conditions worsen, resulting in emergency conditions. Emergencies generally are unexpected events that threaten the health or welfare of a wild horse and burro population or its habitat and require immediate action, such as an unanticipated lack of water or forage, fire, or outbreak of disease. The TFO staff believes that the lack of resources observed in the northern half of the Stone Cabin HMA has developed past the point of an escalating problem, as defined in BLM Handbook H-4700-1, to an emergency situation. Immediate action is necessary to protect the welfare of wild horses and reduce further rangeland degradation.

For these reasons, the TFO is issuing this decision effective upon issuance in accordance with 43 CFR § 4770.3.

AUTHORITY

The authority for this decision is contained in Section 3(b)(1) and 3(b)(2) of the 1971 Free-Roaming Wild Horses and Burros Act (16 U.S.C. § 1333), Section 302(b) of the Federal Land Policy and Management Act (FLPMA) of 1976 (43 U.S.C. § 1732), and 43 CFR Part 4700.

43 CFR § 4700.0-6 Policy

- (a) Wild horses and burros shall be managed as self-sustaining populations of healthy animals in balance with other uses and the productive capacity of their habitat;
- (b) Wild horses and burros shall be considered comparably with other resource values in the formulation of land use plans;
- (c) Management activities affecting wild horses and burros shall be undertaken with the goal of maintaining free-roaming behavior;
- (d) In administering these regulations, the authorized officer shall consult with Federal and State wildlife agencies and all other affected interests, to involve them in planning for and management of wild horses and burros on the public lands.

43 CFR § 4710.4 Constraints on Management

Management of wild horses and burros shall be undertaken with the objective of limiting the animals' distribution to herd areas. Management shall be at the minimum level necessary to attain the objectives identified in approved land use plans and herd management area plans.

43 CFR § 4720.1 Removal of excess animals from public lands

Upon examination of current information and a determination by the authorized officer that an excess of wild horses or burros exists, the authorized officer shall remove the excess animal immediately in the following order.

- (a) Old, sick, or lame animals shall be destroyed in accordance with subpart 4730 of this title;
- (b) Additional excess animals for which an adoption demand by qualified individuals exists shall be humanely captured and made available for private maintenance in accordance with subpart 4750 of this title; and
- (c) Remaining excess animals for which no adoption demand by qualified individuals exists shall be destroyed in accordance with subpart 4730 of this part.¹

43 CFR § 4740.1 Use of motor vehicles or aircraft

(a) Motor vehicles and aircraft may be used by the authorized officer in all phases of the administration of the Act, except that no motor vehicle or aircraft, other than helicopters, shall be used for the purpose of herding or chasing wild horses for capture or destruction. All such use shall be conducted in a humane manner.

(b) Before using helicopters or motor vehicles in the management of wild horses, the authorized officer shall conduct a public hearing in the area where such use is to be made.

43 CFR § 4770.3 Administrative Remedies

(a) Any person who is adversely affected by a decision of the authorized officer in the administration of these regulations may file an appeal. Appeals and petitions for stay of a decision of the authorized officer must be filed within 30 days of receipt of the decision in accordance with 43 CFR, part 4.

(c) Notwithstanding the provisions of paragraph (a) of §4.21 of this title, the authorized officer may provide that decisions to remove wild horses or burros from public or private lands in situations where removal is required by applicable law or is necessary to preserve or maintain a thriving natural ecological balance and multiple use relationship shall be effective upon issuance or on a date established in the decision.

APPEAL PROVISIONS

Within 30 days of receipt of this wild horse decision, you have the right to appeal to the Board of Land Appeals, Office of the Secretary, in accordance with regulations at 43 CFR Part 4. If an appeal is taken, you must follow the procedures outlined in the enclosed, "Information on Taking Appeals to the Board of Land Appeals." Please also provide this office with a copy of your Statement of Reasons. An appeal should be in writing and specify the reasons, clearly and concisely, as to why you think the decision is in error.

In addition, within 30 days of receipt of this decision you have a right to file a petition for a stay (suspension) of the decision together with your appeal in accordance with the regulations at 43 CFR § 4.21. The petition must be served upon the same parties identified in items 2, 3, and 4 of the enclosed form titled "Information on Taking Appeals to the Board of Land Appeals." The appellant has the burden of proof to demonstrate that a stay should be granted.

¹ The Bureau of Land Management is currently not implementing this portion of the CFRs consistent with Congressional appropriations language. Healthy wild horses that are not adopted are transported to off-range pastures or are sold to private individuals but are not sold to slaughter or euthanized.

A petition for a stay of decision pending appeal must show sufficient justification based on the following standards:

- 1) The relative harm to the parties if the stay is granted or denied;
- 2) The likelihood of the appellant's success of the merits;
- 3) The likelihood of immediate and irreparable harm if the stay is not granted; and
- 4) Whether the public interest favors granting the stay.

An appellant must certify that service has been or will be made in accordance with the applicable rules and specifying the date and manner of such service (43 CFR § 4.401(c)(2)).

APPROVAL

The Stone Cabin HMA Emergency Gather is approved for implementation immediately and is approved to begin on or around August 19, 2021. This Decision is effective upon issuance in accordance with 43 CFR § 4770.3(c) because removal of excess wild horses is necessary to protect animal health, prevent widespread starvation and death of wild horses, and prevent further deterioration of rangeland resources

Perry B. Wickham



Field Manager

Attachments: Appeal Instructions

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

INFORMATION ON TAKING APPEALS TO THE INTERIOR BOARD OF LAND APPEALS

DO NOT APPEAL UNLESS

1. This decision is adverse to you.

AND

2. You believe it is incorrect

IF YOU APPEAL, THE FOLLOWING PROCEDURES MUST BE FOLLOWED

1. NOTICE OF APPEAL	A person who wishes to appeal to the Interior Board of Land Appeals must file in the office of the officer who made the decision (not the Interior Board of Land Appeals) a notice that they wish to appeal. A person served with the decision being appealed must transmit the <i>Notice of Appeal</i> in time for it to be filed in the office where it is required to be filed within 30 days after the date of service. If a decision is published in the FEDERAL REGISTER, a person not served with the decision must transmit a <i>Notice of Appeal</i> in time for it to be filed within 30 days after the date of publication (43 CFR 4.411 and 4.413).
2. WHERE TO FILE NOTICE OF APPEAL	Tonopah Field Office 1553 South Main Street, P.O. Box 911 Tonopah, NV 89049
WITH COPY TO SOLICITOR	Office of the Solicitor, Regional Solicitor Pacific Southwest Region U.S. Department of the Interior 2800 Cottage Way, Room E 1712 Sacramento, California 95825-1890
3. STATEMENT OF REASONS	Within 30 days after filing the <i>Notice of Appeal</i> , file a complete statement of the reasons why you are appealing. This must be filed with the United States Department of the Interior, Office of Hearings and Appeals, Interior Board of Land Appeals, 801 N. Quincy Street, MS 300-QC, Arlington, Virginia 22203. If you fully stated your reasons for appealing when filing the <i>Notice of Appeal</i> , no additional statement is necessary (43 CFR 4.412 and 4.413).
WITH COPY TO SOLICITOR	Office of the Solicitor, Regional Solicitor Pacific Southwest Region U.S. Department of the Interior 2800 Cottage Way, Room E 1712 Sacramento, California 95825-1890
4. SERVICE OF DOCUMENTS	A party that files any document under 43 CFR Subpart 4, must serve a copy of it concurrently on the appropriate official of the Office of the Solicitor under 43 CFR 4.413(c) and 4.413(d). For a notice of appeal and statement of reasons, a copy must be served on each person named in the decision under appeal and for all other documents, a copy must be served on each party to the appeal (including intervenors). Service on a person or party known to be represented by counsel or other designated representative must be made on the representative. Service must be made at the last address of record of the person or party (if unrepresented) or the representative, unless the person, party or representative has notified the serving party of a subsequent change of address.
5. METHOD OF SERVICE	If the document being served is a notice of appeal, service may be made by (a) Personal delivery; (b) Registered or certified mail, return receipt requested; (c) Delivery service, delivery receipt requested, if the last address of record is not a post office box; or (d) Electronic means such as electronic mail or facsimile, if the person to be served has previously consented to that means in writing. All other documents may be served by (a) Personal delivery; (b) Mail; (c) Delivery service, if the last address of record is not a post office box; or (d) Electronic means, such as electronic mail or facsimile, if the person to be served has previously consented to that means in writing.
6. REQUEST FOR STAY	Except where program-specific regulations place this decision in full force and effect or provide for an automatic stay, the decision becomes effective upon the expiration of the time allowed for filing an appeal unless a petition for a stay is timely filed together with a Notice of Appeal (43 CFR 4.21). If you wish to file a petition for a stay of the effectiveness of this decision during the time that your appeal is being reviewed by the Interior Board of Land Appeals, the petition for a stay must accompany your Notice of Appeal (43 CFR 4.21 or 43 CFR 2801.10 or 43 CFR 2881.10). A petition for a stay is required to show sufficient justification based on the standards listed below. Copies of the Notice of Appeal and Petition for a Stay must also be submitted to each party named in this decision and to the Interior Board of Land Appeals and to the appropriate Office of the Solicitor (43 CFR 4.413) at the same time the original documents are filed with this office. If you request a stay, you have the burden of proof to demonstrate that a stay should be granted. Standards for Obtaining a Stay: Except as otherwise provided by law or other pertinent regulations, a petition for a stay of a decision pending appeal shall show sufficient justification based on the following standards: (1) the relative harm to the parties if the stay is granted or denied, (2) the likelihood of the appellant's success on the merits, (3) the likelihood of immediate and irreparable harm if the stay is not granted, and (4) whether the public interest favors granting the stay.

Unless these procedures are followed, your appeal will be subject to dismissal (43 CFR 4.402). Be certain that **all** communications are identified by serial number of the case being appealed.

NOTE: A document is not filed until it is actually received in the proper office (43 CFR 4.401(a)). See 43 CFR Part 4, Subpart B for general rules relating to procedures and practice involving appeals.

43 CFR SUBPART 1821-GENERAL INFORMATION

Sec. 1821.10 Where are BLM offices located? (a) In addition to the Headquarters Office in Grand Junction, CO and seven national level support and service centers, BLM operates 12 State Offices each having several subsidiary offices called Field Offices. The addresses of the State Offices can be found in the most recent edition of 43 CFR 1821.10. The State Office geographical areas of jurisdiction are as follows:

STATE OFFICES AND AREAS OF JURISDICTION:

- Alaska State Office ----- Alaska
- Arizona State Office ----- Arizona
- California State Office ----- California
- Colorado State Office ----- Colorado
- Eastern States Office ----- Arkansas, Iowa, Louisiana, Minnesota, Missouri
and, all States east of the Mississippi River
- Idaho State Office ----- Idaho
- Montana State Office ----- Montana, North Dakota, and South Dakota
- Nevada State Office ----- Nevada
- New Mexico State Office ----- New Mexico, Kansas, Oklahoma, and Texas
- Oregon State Office ----- Oregon and Washington
- Utah State Office ----- Utah
- Wyoming State Office ----- Wyoming and Nebraska

(b) A list of the names, addresses, and geographical areas of jurisdiction of all Field Offices of the Bureau of Land Management can be obtained at the above addresses or any office of the Bureau of Land Management, including the Headquarters Office, Bureau of Land Management, 7601 Horizon Drive, Grand Junction, CO 81506.

(Form 1842-1, September 2020)



CHURCHILL COUNTY AGENDA REPORT

Item 13.

Date Submitted: August 26, 2021

Meeting Date Requested: September 15, 2021

To: Board of County Commissioners

From: Alison Oakley, Case Officer, Bureau of Corrective Actions, The Nevada Division of Environmental Protection

Subject Title: Nevada Division of Environmental Protection's review of the Groundwater Monitoring Report, Second Quarter 2021, for the Former Smedley's Chevron, and Golden Gate Petroleum Facility, 1755 W. Williams Ave, Fallon, Nevada.

Type of Action Requested: None; informational only.

Does this action require a Business Impact Statement? No

Recommend Board Action: None; informational only.

Discussion: The Nevada Division of Environmental Protection has reviewed the Groundwater Monitoring Report for the Second Quarter 2021, for the Former Smedley's Chevron, and Golden Gate Petroleum Facility, 1755 W. Williams Ave, Fallon, Nevada.

Eleven monitoring wells, MW-3 through MW-13, were gauged and monitored on April 15, 2021. Monitoring well MW-1 was removed during impacted soil removal and upgradient well MW-2 was destroyed during site activities on the neighboring property. Groundwater levels ranged from 3960.84 feet above mean sea level to 3961.30 feet above mean sea level and have decreased between 0.15 and 0.19 feet since the previous sampling event. Groundwater levels have fluctuated approximately 1.5 overall feet since the start of site groundwater monitoring. Groundwater flow direction is to the south-southeast with a hydraulic gradient between 0.0024 and 0.0030 feet per foot. This is generally consistent with previous monitoring events.

Groundwater samples were collected from 11 monitoring wells (MW-3 through MW-13). Chemicals of concern (COCs) include benzene, toluene, ethylbenzene, and xylene. The state and federal maximum contaminant level (MCL) for these COC are 5 micrograms per liter (ug/L), 1,000 ug/L, 700 ug/L, and 10,000 ug/L respectively.

- Benzene exceeded the MCL in four samples and ranged from 15 ug/L (MW-9) to 56 ug/L (MW-4). The reporting limit at MW-3 was increased due to high concentrations of target analytes.
- Toluene did not exceed the MCL during this sampling event.
- Ethylbenzene exceeded the MCL in one sample at 2,900 ug/L (MW-3).
- Total Xylenes did not exceed the MCL during this sampling event.

The recommendation in this Report includes continuing quarterly groundwater monitoring for four quarters following soil removal. The second quarter sampling event represents the first event following remediation. Following the fourth quarter of post-remediation

The submission of this agenda report by county officials is not intended, necessarily, to reflect agreement as to a particular course of action to be taken by the board; rather, the submission hereof is intended, merely, to signify completion of all appropriate review processes in readiness of the matter for consideration and action by the board.

sampling, groundwater closure options will be evaluated. The NDEP concurs with the recommendations presented. Third Quarter 2021 Report should be submitted no later than Friday, October 29, 2021. If you have any questions, please feel free to contact Alison Oakley, Case Officer, at 775-687-9396 or aoakley@ndep.nv.gov.

Alternatives: N/A

Fiscal Impact: N/A

Explanation of Impact: N/A

Funding Source: N/A

Prepared By: Renae Paholke, Deputy Clerk

Reviewed By: Jim R. Barbee, County Manager

Benjamin Shawcroft, Chief Deputy DA

Sherry Wideman, Comptroller

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Does this action require a Business Impact Statement? No

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represents the first event following remediation. Following the fourth quarter of post-remediation sampling, groundwater closure options will be evaluated. The NDEP concurs with the recommendations presented. Third Quarter 2021 Report should be submitted no later than Friday, October 29, 2021. If you have any questions, please feel free to contact Alison Oakley, Case Officer, at 775-687-9396 or aoakley@ndep.nv.gov.

Alternatives: N/A

Fiscal Impact: N/A

Explanation of Impact: N/A

Funding Source: N/A

Prepared By: Renae Paholke, Deputy Clerk

Reviewed By: Jim R. Barbee, County Manager

Benjamin Shawcroft, Chief Deputy DA

Sherry Wideman, Comptroller

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CHURCHILL COUNTY AGENDA REPORT

Item 14.

Date Submitted: September 7, 2021

Meeting Date Requested: September 15, 2021

To: Board of County Commissioners

From: Sherry Wideman, Comptroller

Subject Title: Nevada Department of Taxation's letter stating that the budget augmentations done for the Fiscal Year 2020-2021 Budget pursuant to Resolution 13-2021 meet the requirements of NRS 354.598005.

Type of Action Requested: None; informational only.

Does this action require a Business Impact Statement? No.

Recommend Board Action: None; informational only.

Discussion: The Nevada Department of Taxation provides its letter stating that the budget augmentations done for the Fiscal Year 2020-2021 Budget pursuant to Resolution 13-2021 meet the requirements of NRS 354.598005. The augmentations were made to the General Fund, Library Fund, Technology Fee Fund, Building Reserve Fund, Social Services Fund, Cemetery Beautification Fund, and District Court Security Fund.

Alternatives: N/A

Fiscal Impact: N/A

Explanation of Impact: N/A

Funding Source: N/A

Prepared By: Pamela D. Moore, Deputy Clerk to the Board

Reviewed By: Jim R. Barbee, County Manager

Benjamin Shawcroft, Chief Deputy DA

Sherry Wideman, Comptroller

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STATE OF NEVADA
DEPARTMENT OF TAXATION

Web Site: <http://tax.nv.us>

1550 College Parkway, Suite 115
Carson City, Nevada 89706-7937
Phone: (775) 684-2000 Fax: (775) 684-2020

Item 14.

RENO OFFICE
4600 Kietzke Lane
Building L, Suite 235
Reno, Nevada 89502
Phone: (775) 687-9999
Fax: (775) 688-1303

STEVE SISOLAK
Governor
JAMES DEVOLLD
Chair, Nevada Tax Commission
MELANIE YOUNG
Executive Director

LAS VEGAS OFFICE
Grant Sawyer Office Building, Suite 1300
555 E. Washington Avenue
Las Vegas, Nevada 89101
Phone: (702) 486-2300 Fax: (702) 486-2373

HENDERSON OFFICE
2550 Paseo Verde Parkway, Suite 180
Henderson, Nevada 89074
Phone: (702) 486-2300
Fax: (702) 486-3377

August 25, 2021

Sherry Wideman, CPA
Churchill County
155 N. Taylor Street Suite 182
Fallon, NV 89406

Re: Budget Augmentation for the Fiscal year 2020-21

Dear Ms. Wideman,

The Department of Taxation has received the following board's Resolution Number 13-2021 dated June 16, 2021 augmenting the following funds:

General Fund
Library Fund
Technology Fee Fund
Building Reserve

Social Services Fund
Cemetery Beautification
District Court Security Fund

The above resolution was adopted on the above date by the Board of Churchill County, authorizing augmentation of the funds for the FY 20-21 budget. Please be advised the related documents to have been received and meet the requirements of NRS 354.598005.

If you should have any questions, please do not hesitate to contact me at (775) 864-2065 or email me at kgrahmann@tax.state.nv.us

Sincerely,

Kellie Grahmann
Budget Analyst
Department of Taxation
Local Government Finance



CHURCHILL COUNTY AGENDA REPORT

Item 15.

Date Submitted: September 3, 2021

Meeting Date Requested: September 15, 2021

To: Board of County Commissioners

From: Geof Stark, Human Resources Director

Subject Title: Consideration and possible action re: Approval of a revised pay grade for the Fairgrounds Operations Deputy

Type of Action Requested: Action

Does this action require a Business Impact Statement? No

Recommend Board Action: Motion to approve the change in pay grade for the Fairgrounds Operations Deputy position to Grade 74

Discussion: In the budget for Fiscal Year 21-22, the board approved a new position of Fairgrounds Operations Deputy to oversee and market the new civic center. The position was created to act as a “chief deputy” for the Parks and Recreation Department. Staff has been recruiting for the position since June of 2021, but the candidates have not shown the education and experience the county was hoping to see. After discussing the challenges in recruitment for the position, County Manager Jim Barbee and Human Resources Director agree that one of the challenges may be the pay range.

The position was originally approved at pay grade 63 (\$66,872 to \$89,960). In reviewing similar positions elsewhere and in discussions Mr. Barbee has had with prospective candidates who appear to be qualified, the pay range may a bit low for the duties the county expects this person to perform. Staff is requesting the position be changed to pay grade 74 (\$87,750 to \$118,060) – this would put the position two pay grades below the department head.

Alternatives:

- Do not change the pay grade
- Choose another pay grade

Fiscal Impact: Approximately \$27,700

Explanation of Impact: The fiscal impact reflects the difference in hiring at the first step of Grade 74 instead of the first step of Grade 63. It covers a full year of salary and benefits.

Funding Source: N/A

Prepared By: Geof Stark, Human Resources Director

Reviewed By: Jim R. Barbee, County Manager

Benjamin Shawcroft, Chief Deputy DA

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Sherry Wideman, Comptroller

The submission of this agenda report by county officials is not intended, necessarily, to reflect agreement as to a particular course of action to be taken by the board; rather, the submission hereof is intended, merely, to signify completion of all appropriate review processes in readiness of the matter for consideration and action by the board.



JOB DESCRIPTION

JOB TITLE:	Fairgrounds Operations Deputy	FLSA:	Exempt
DEPARTMENT:	Parks & Recreation	JOB CODE:	1253
REPORTS TO:	Facilities, Parks & Recreation Director	DATE:	6/16/2021

POSITION SUMMARY:

Under direction of the Facilities, Parks & Recreation Director, supervises and participates in the daily operation of the civic center and fairgrounds facilities; markets the county's facilities to attract users; assists clients in the use of the civic center, fairgrounds, and other community facilities; supervises staff; and performs other work as required.

DISTINGUISHING CHARACTERISTICS:

This is a management-level position responsible for providing services to clients utilizing the county's civic center and fairgrounds facilities. This class is distinguished from the Facilities, Parks & Recreation Director in that the latter is the department head with management responsibility over all department operations. This is an unclassified position which serves at the pleasure of the Facilities, Parks & Recreation Director.

ESSENTIAL FUNCTIONS:

- Demonstrates regular, reliable, and punctual attendance.
- Promotes and markets the use of county facilities for a broad range of convention, rodeo, and other events; develops and implements advertising materials; maintains contacts with organizations that may assist in promotion of facilities and those who may conduct events in the community; travels outside the county and the state to promote and market facilities and community.
- Assists those who may wish to conduct events in planning the facilities' usage and in acquiring information about community resources; directs and participates in sales activities and event development.
- Manages the activities and programs of the civic center and fairgrounds; manages the scheduling of events; monitors conditions of facilities and other assets of the county; develops goals and objectives for facility operation and usage consistent with policies of the department; coordinates division activities with county departments and other related agencies; develops standards and evaluates performance and levels of service.
- Estimates budget needs for assigned programs, operations, and facilities; writes justifications for funding requests; monitors expenditures to assure compliance with budgets; accounts for variances between projected and actual expenditures; prepares and presents information in written and oral form to Boards, the County Manager, officials of other agencies, and members of the public.
- Plans, organizes, assigns, supervises, reviews, and evaluates the work of assigned staff.
- Selects, directs, evaluates, and disciplines assigned staff; instructs staff in the requirements of jobs; trains staff in work procedures; advises staff on resolution of problems; hears and responds to employee problems, concerns, and complaints.

This job description indicates, in general, the nature and levels of work, knowledge, skills, abilities and other essential functions (as covered under the Americans with Disabilities Act) expected of the incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities required of the incumbent. Incumbent may be asked to perform other duties as required.



JOB DESCRIPTION

CIVIC CENTER ADMINISTRATOR

- Prepares and directs the preparation of a variety of marketing materials, written correspondence, reports, procedures and other written materials.
- Operates equipment and performs maintenance and repair work to assist staff and to respond to emergencies.

ESSENTIAL FUNCTIONS: (continued)

- Represents the county with dignity, integrity, and a spirit of cooperation in all relationships with staff and the public.

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Education and Experience:

Bachelor's degree from four-year college or university in marketing, hospitality, agriculture, business or public administration, or a related field; AND three (3) years of related experience in marketing, sales, or event management; OR an equivalent combination of education, training, and experience.

Required Knowledge and Skills

Knowledge of:

- Promotional and marketing channels and techniques.
- Livestock and agriculture, including related industries.
- Principles and practices of employee supervision, including selection, work planning, organization, performance review and evaluation, and employee training and discipline.
- Administrative principles and practices, including goal setting, program development, implementation, and evaluation.
- Principles and practices of budget development and administration.
- Computer applications related to the work.
- Correct business English, including spelling, grammar and punctuation. Techniques for dealing with the public, in person and over the telephone.

Skill in:

- Sales and marketing.
- Planning, coordinating, and managing events.
- Planning, organizing, supervising, reviewing, and evaluating the work of others.
- Training others in policies and procedures related to the work.
- Preparing clear and concise reports, correspondence, and other written materials.
- Making effective oral presentations to large and small groups.
- Using initiative and independent judgment within general policy guidelines.

This job description indicates, in general, the nature and levels of work, knowledge, skills, abilities and other essential functions (as covered under the Americans with Disabilities Act) expected of the incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities required of the incumbent. Incumbent may be asked to perform other duties as required.



JOB DESCRIPTION

CIVIC CENTER ADMINISTRATOR

- Dealing successfully with a variety of individuals from various socioeconomic, ethnic and cultural backgrounds, in person and over the telephone.

REQUIRED CERTIFICATES, LICENSES, AND REGISTRATIONS:

- Nevada Driver's License.

PHYSICAL DEMANDS & WORKING ENVIRONMENT:

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Mobility to work in a typical office setting and use standard office equipment; mobility to walk to various locations within the office, civic center, and fairgrounds; stamina to stand and sit for extended periods of time; strength and agility to lift and carry up to 20 pounds; vision to read printed materials and a computer screen, and hearing and speech to communicate in over the telephone and in person.

Works inside; outside work occurs on an occasional basis and requires exposure to dust, fumes, or high noise levels. Frequently travels to destinations outside of the county and the state. Work schedule is varied, and work hours generally exceed 40 hours per week.

CONDITIONS OF EMPLOYMENT:

1. *Continued employment is contingent upon all required licenses and certificates being maintained in active status without suspension or revocation.*
2. *New employees are required to submit to a background investigation and if hired for a safety-sensitive position, a drug/alcohol screen. Employment is contingent upon passing the background and the drug/alcohol screen (if applicable).*
3. *Churchill County participates in E-Verify and will provide the Social Security Administration (SSA) and, if necessary, the Department of Homeland Security (DHS, with information from each applicant's Form I-9 to confirm work authorization. All candidates who are offered employment must complete Section 1 of the Form I-9 along with the required proof of their right to work in the United States and proof of their identity prior to starting employment. Please be prepared to provide required documentation as soon as possible after the job offer is made.*

This job description indicates, in general, the nature and levels of work, knowledge, skills, abilities and other essential functions (as covered under the Americans with Disabilities Act) expected of the incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities required of the incumbent. Incumbent may be asked to perform other duties as required.



JOB DESCRIPTION

CIVIC CENTER ADMINISTRATOR

I have read and understand the contents of this Job Description, and I have received a copy of this Job Description for my records.

PRINT NAME: _____

SIGNATURE: _____ DATE: _____

This job description indicates, in general, the nature and levels of work, knowledge, skills, abilities and other essential functions (as covered under the Americans with Disabilities Act) expected of the incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities required of the incumbent. Incumbent may be asked to perform other duties as required.

**Churchill County
Wage & Benefit Data
Fiscal Year 2021-2022**

DEPARTMENT NAME: Parks & Recreation

Table of Variables	
PERS	29.75%
Social Security	6.20%
Worker's Comp	5.00%
Medicare	1.45%
Health Insurance	\$ 11,400.00
Compensated Absence	1.00%
General Adjustment	

FTE Report	BUDGET ACCOUNT CODES		
	DESCRIPTION	ACCT #	AMOUNT
Prior Year FTE's	DEPT HEAD WAGES	4010	\$ -
Current Year FTE's	OTHER SALARY & WAGES	4020	
Budget Year FTE's	SAL & WAGES PART TIME	4025	
	OTHER SAL & WAGES OT	4030	\$ -
Full Time Equivalent Employees (FTE)	OTHER S & W CALLBACK	4035	
	<i>Total</i>		\$ -

EMPLOYEE JOB CLASS	MERIT DATE	BASE WAGES	GENERAL ADJUSTED			MERIT ADJUSTED			TOTAL WAGES
			# PAY PERIODS	BIWEEKLY WAGE	TOTAL	NO PAY PERIODS	BIWEEKLY WAGE	TOTAL	
Fairgrounds Deputy (Grade 63)	1-Jul	2,572.00	26	2,572.00	66,872.00		2,636.30	-	66,872.00
Fairgrounds Deputy (Grade 74)	1-Jul	3,375.20	26	3,375.20	87,755.20		3,459.58	-	87,755.20
DIFFERENCE									\$ 20,883.20

**Churchill County
Wage & Benefit Data
Fiscal Year 2021-2022**

DEPARTMENT NAME: Parks & Recreation

BUDGET ACCOUNT CODES		
DESCRIPTION	ACCT #	AMOUNT
PERS-RETIREMENT	4510	
SOCIAL SECURITY	4515	
PACT WORKER'S COMP	4520	
GROUP HEALTH INSURANCE	4540	
MEDICARE	4550	
COMPENSATED ABSENCES	4570	
		<i>Total benefits</i>
		\$ -

JOB CLASS	PERS	SOCIAL SECURITY	PACT CAP LIMIT 36,000	GROUP H&A	MEDICARE	COMPENSATED ABSENCES	TOTAL BENEFITS	TOTAL WAGES & BENEFITS
Fairgrounds Deputy (Grade 63)	19,894.42	-	1,800.00	11,400.00	969.64	668.72	34,732.78	101,604.78
Fairgrounds Deputy (Grade 74)	26,107.17	-	1,800.00	11,400.00	1,272.45	877.55	41,457.17	129,212.37
DIFFERENCE	\$ 6,212.75	\$ -	\$ -	\$ -	\$ 302.81	\$ 208.83	\$ 6,724.39	\$ 27,607.59

**Churchill County, NV
Grade and Step Pay Plan (21-22)**

Item 15.

Grade	Step												
	1	2	3	4	5	6	7	8	9	10	11	12	13
60	\$ 62,088.00	\$ 63,627.20	\$ 65,228.80	\$ 66,872.00	\$ 68,556.80	\$ 70,283.20	\$ 72,030.40	\$ 73,840.00	\$ 75,691.20	\$ 77,584.00	\$ 79,497.60	\$ 81,494.40	\$ 83,532.80
61	\$ 30.59	\$ 31.36	\$ 32.15	\$ 32.96	\$ 33.79	\$ 34.63	\$ 35.50	\$ 36.39	\$ 37.30	\$ 38.22	\$ 39.18	\$ 40.16	\$ 41.17
61	\$ 63,627.20	\$ 65,228.80	\$ 66,872.00	\$ 68,556.80	\$ 70,283.20	\$ 72,030.40	\$ 73,840.00	\$ 75,691.20	\$ 77,584.00	\$ 79,497.60	\$ 81,494.40	\$ 83,532.80	\$ 85,633.60
62	\$ 31.36	\$ 32.15	\$ 32.96	\$ 33.79	\$ 34.63	\$ 35.50	\$ 36.39	\$ 37.30	\$ 38.22	\$ 39.18	\$ 40.16	\$ 41.17	\$ 42.19
62	\$ 65,228.80	\$ 66,872.00	\$ 68,556.80	\$ 70,283.20	\$ 72,030.40	\$ 73,840.00	\$ 75,691.20	\$ 77,584.00	\$ 79,497.60	\$ 81,494.40	\$ 83,532.80	\$ 85,633.60	\$ 87,755.20
63	\$ 32.15	\$ 32.96	\$ 33.79	\$ 34.63	\$ 35.50	\$ 36.39	\$ 37.30	\$ 38.22	\$ 39.18	\$ 40.16	\$ 41.17	\$ 42.19	\$ 43.25
63	\$ 66,872.00	\$ 68,556.80	\$ 70,283.20	\$ 72,030.40	\$ 73,840.00	\$ 75,691.20	\$ 77,584.00	\$ 79,497.60	\$ 81,494.40	\$ 83,532.80	\$ 85,633.60	\$ 87,755.20	\$ 89,960.00
64	\$ 32.96	\$ 33.79	\$ 34.63	\$ 35.50	\$ 36.39	\$ 37.30	\$ 38.22	\$ 39.18	\$ 40.16	\$ 41.17	\$ 42.19	\$ 43.25	\$ 44.33
64	\$ 68,556.80	\$ 70,283.20	\$ 72,030.40	\$ 73,840.00	\$ 75,691.20	\$ 77,584.00	\$ 79,497.60	\$ 81,494.40	\$ 83,532.80	\$ 85,633.60	\$ 87,755.20	\$ 89,960.00	\$ 92,206.40
65	\$ 33.79	\$ 34.63	\$ 35.50	\$ 36.39	\$ 37.30	\$ 38.22	\$ 39.18	\$ 40.16	\$ 41.17	\$ 42.19	\$ 43.25	\$ 44.33	\$ 45.44
65	\$ 70,283.20	\$ 72,030.40	\$ 73,840.00	\$ 75,691.20	\$ 77,584.00	\$ 79,497.60	\$ 81,494.40	\$ 83,532.80	\$ 85,633.60	\$ 87,755.20	\$ 89,960.00	\$ 92,206.40	\$ 94,515.20
66	\$ 34.63	\$ 35.50	\$ 36.39	\$ 37.30	\$ 38.22	\$ 39.18	\$ 40.16	\$ 41.17	\$ 42.19	\$ 43.25	\$ 44.33	\$ 45.44	\$ 46.57
66	\$ 72,030.40	\$ 73,840.00	\$ 75,691.20	\$ 77,584.00	\$ 79,497.60	\$ 81,494.40	\$ 83,532.80	\$ 85,633.60	\$ 87,755.20	\$ 89,960.00	\$ 92,206.40	\$ 94,515.20	\$ 96,865.60
67	\$ 35.50	\$ 36.39	\$ 37.30	\$ 38.22	\$ 39.18	\$ 40.16	\$ 41.17	\$ 42.19	\$ 43.25	\$ 44.33	\$ 45.44	\$ 46.57	\$ 47.74
67	\$ 73,840.00	\$ 75,691.20	\$ 77,584.00	\$ 79,497.60	\$ 81,494.40	\$ 83,532.80	\$ 85,633.60	\$ 87,755.20	\$ 89,960.00	\$ 92,206.40	\$ 94,515.20	\$ 96,865.60	\$ 99,299.20
68	\$ 36.39	\$ 37.30	\$ 38.22	\$ 39.18	\$ 40.16	\$ 41.17	\$ 42.19	\$ 43.25	\$ 44.33	\$ 45.44	\$ 46.57	\$ 47.74	\$ 48.94
68	\$ 75,691.20	\$ 77,584.00	\$ 79,497.60	\$ 81,494.40	\$ 83,532.80	\$ 85,633.60	\$ 87,755.20	\$ 89,960.00	\$ 92,206.40	\$ 94,515.20	\$ 96,865.60	\$ 99,299.20	\$ 101,795.20
69	\$ 37.30	\$ 38.22	\$ 39.18	\$ 40.16	\$ 41.17	\$ 42.19	\$ 43.25	\$ 44.33	\$ 45.44	\$ 46.57	\$ 47.74	\$ 48.94	\$ 50.16
69	\$ 77,584.00	\$ 79,497.60	\$ 81,494.40	\$ 83,532.80	\$ 85,633.60	\$ 87,755.20	\$ 89,960.00	\$ 92,206.40	\$ 94,515.20	\$ 96,865.60	\$ 99,299.20	\$ 101,795.20	\$ 104,332.80
70	\$ 38.22	\$ 39.18	\$ 40.16	\$ 41.17	\$ 42.19	\$ 43.25	\$ 44.33	\$ 45.44	\$ 46.57	\$ 47.74	\$ 48.94	\$ 50.16	\$ 51.42
70	\$ 79,497.60	\$ 81,494.40	\$ 83,532.80	\$ 85,633.60	\$ 87,755.20	\$ 89,960.00	\$ 92,206.40	\$ 94,515.20	\$ 96,865.60	\$ 99,299.20	\$ 101,795.20	\$ 104,332.80	\$ 106,953.60
71	\$ 39.18	\$ 40.16	\$ 41.17	\$ 42.19	\$ 43.25	\$ 44.33	\$ 45.44	\$ 46.57	\$ 47.74	\$ 48.94	\$ 50.16	\$ 51.42	\$ 52.71
71	\$ 81,494.40	\$ 83,532.80	\$ 85,633.60	\$ 87,755.20	\$ 89,960.00	\$ 92,206.40	\$ 94,515.20	\$ 96,865.60	\$ 99,299.20	\$ 101,795.20	\$ 104,332.80	\$ 106,953.60	\$ 109,636.80
72	\$ 40.16	\$ 41.17	\$ 42.19	\$ 43.25	\$ 44.33	\$ 45.44	\$ 46.57	\$ 47.74	\$ 48.94	\$ 50.16	\$ 51.42	\$ 52.71	\$ 54.02
72	\$ 83,532.80	\$ 85,633.60	\$ 87,755.20	\$ 89,960.00	\$ 92,206.40	\$ 94,515.20	\$ 96,865.60	\$ 99,299.20	\$ 101,795.20	\$ 104,332.80	\$ 106,953.60	\$ 109,636.80	\$ 112,361.60
73	\$ 41.17	\$ 42.19	\$ 43.25	\$ 44.33	\$ 45.44	\$ 46.57	\$ 47.74	\$ 48.94	\$ 50.16	\$ 51.42	\$ 52.71	\$ 54.02	\$ 55.37
73	\$ 85,633.60	\$ 87,755.20	\$ 89,960.00	\$ 92,206.40	\$ 94,515.20	\$ 96,865.60	\$ 99,299.20	\$ 101,795.20	\$ 104,332.80	\$ 106,953.60	\$ 109,636.80	\$ 112,361.60	\$ 115,169.60
74	\$ 42.19	\$ 43.25	\$ 44.33	\$ 45.44	\$ 46.57	\$ 47.74	\$ 48.94	\$ 50.16	\$ 51.42	\$ 52.71	\$ 54.02	\$ 55.37	\$ 56.76
74	\$ 87,755.20	\$ 89,960.00	\$ 92,206.40	\$ 94,515.20	\$ 96,865.60	\$ 99,299.20	\$ 101,795.20	\$ 104,332.80	\$ 106,953.60	\$ 109,636.80	\$ 112,361.60	\$ 115,169.60	\$ 118,060.80
75	\$ 43.25	\$ 44.33	\$ 45.44	\$ 46.57	\$ 47.74	\$ 48.94	\$ 50.16	\$ 51.42	\$ 52.71	\$ 54.02	\$ 55.37	\$ 56.76	\$ 58.17
75	\$ 89,960.00	\$ 92,206.40	\$ 94,515.20	\$ 96,865.60	\$ 99,299.20	\$ 101,795.20	\$ 104,332.80	\$ 106,953.60	\$ 109,636.80	\$ 112,361.60	\$ 115,169.60	\$ 118,060.80	\$ 120,993.60
76	\$ 44.33	\$ 45.44	\$ 46.57	\$ 47.74	\$ 48.94	\$ 50.16	\$ 51.42	\$ 52.71	\$ 54.02	\$ 55.37	\$ 56.76	\$ 58.17	\$ 59.63
76	\$ 92,206.40	\$ 94,515.20	\$ 96,865.60	\$ 99,299.20	\$ 101,795.20	\$ 104,332.80	\$ 106,953.60	\$ 109,636.80	\$ 112,361.60	\$ 115,169.60	\$ 118,060.80	\$ 120,993.60	\$ 124,030.40
77	\$ 45.44	\$ 46.57	\$ 47.74	\$ 48.94	\$ 50.16	\$ 51.42	\$ 52.71	\$ 54.02	\$ 55.37	\$ 56.76	\$ 58.17	\$ 59.63	\$ 61.12
77	\$ 94,515.20	\$ 96,865.60	\$ 99,299.20	\$ 101,795.20	\$ 104,332.80	\$ 106,953.60	\$ 109,636.80	\$ 112,361.60	\$ 115,169.60	\$ 118,060.80	\$ 120,993.60	\$ 124,030.40	\$ 127,129.60



CHURCHILL COUNTY AGENDA REPORT

Item 16.

Date Submitted: September 03, 2021

Meeting Date Requested: September 15, 2021

To: Board of County Commissioners

From: Benjamin Shawcroft, District Attorney's Office

Subject Title: Consideration and possible action re: Grant of easement to Southwest Gas Corporation for gas lines that service the new civic center.

Type of Action Requested: Approval

Does this action require a Business Impact Statement? No

Recommend Board Action: Motion to approve the grant of easement to southwest gas as proposed.

Discussion: As part of the construction of the new civic center, the gas utilities needed to be extended to from the main line to the building. Those lines have been installed so this easement will reflect the as-built location of the lines.

Alternatives: None

Fiscal Impact: None

Explanation of Impact: NA

Funding Source: NA

Prepared By: Benjamin Shawcroft

Reviewed By: Jim R. Barbee, County Manager

Benjamin Shawcroft, Chief Deputy DA

Sherry Wideman, Comptroller


The submission of this agenda report by county officials is not intended, necessarily, to reflect agreement as to a particular course of action to be taken by the board; rather, the submission hereof is intended, merely, to signify completion of all appropriate review processes in readiness of the matter for consideration and action by the board.

APN # 060-191-01

Recording Requested By/Return To:
Southwest Gas Corporation
P.O. Box 1190
Carson City, Nevada 89702-1190
Attn: TME3 24A-580

- DOCUMENTARY TRANSFER TAX \$
- () Computed on full value of property conveyed.
 - () Computed on full value less liens & encumbrances remaining thereon at time of sale.

Signature of individual determining tax

		SOUTHWEST GAS CORPORATION	
GRANT OF EASEMENT			
<i>This form is used to acquire land rights for installation of pipeline(s) and appurtenances.</i>			
Prepared By	<u>TME3</u>	Reviewed By	<u>N/A</u>
Sec. <u>1</u>	<u>T 18 N R 28 E</u>	Meridian	<u>Mount Diablo</u>
County	<u>Churchill</u>	State	<u>Nevada</u>
WR No.	<u>4145927</u>	LRS No.	<u>13967</u>
I (We) <u>County of Churchill Nevada, a political subdivision</u>			
<p>For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, hereinafter referred to as Grantor(s), does hereby grant, convey, quitclaim and release unto SOUTHWEST GAS CORPORATION, a California Corporation, its successors, assigns, licensees, and invitees as reasonably necessary to effect the purpose of the easement, hereinafter referred to as Grantee, a perpetual easement for the installation and maintenance of a natural gas pipeline or pipelines and appurtenances, across, over, under and through the following described property, to wit:</p> <p>SEE ATTACHED EXHIBIT(s) "A", "B", "A-1" and "B-1"</p> <p>together with the right of ingress and egress to and from the said easement and the right to use existing roads for the purpose of constructing, inspecting, repairing, and maintaining said pipeline or pipelines and appurtenances and the removal or replacement of same, in whole or in part, at will.</p> <p>Grantor agrees that no buildings, structures, fences or trees shall be placed upon, over or under said parcel of land, except for street, road or driveway purposes, which Grantor agrees shall not interfere with Grantee's exercise of the rights herein granted. Grantee agrees to work with due care in the exercise of its rights on the property and to restore it to reasonably the same condition which existed before the work was performed.</p> <p>Except as provided above, Grantee agrees to pay all direct damages which are caused by the Grantee's exercise of the rights herein granted.</p>			
Form 335.00 (08/2015) 581		Link to Form Instructions	

Page 2 of 6 APN # 060-191-01

W.R. No. 4145927 LRS No. 13967

The undersigned hereby affirms that there is no Social Security Number contained in this document submitted for recording.

TO HAVE AND TO HOLD said easement unto Grantee, its successors, assigns, licensees, and invitees, together with all rights granted hereby.

IN WITNESS WHEREOF, the duly authorized representative of the undersigned has executed this Grant of Easement this

_____ day of _____, _____

County of Churchill

Grantor _____

Signature and Title

Grantor _____

Print Name and Title

ACKNOWLEDGMENT

STATE OF _____)

)

COUNTY OF _____)

On _____, before me, _____
(here insert name of the officer)

a notary public, personally appeared _____

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 _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

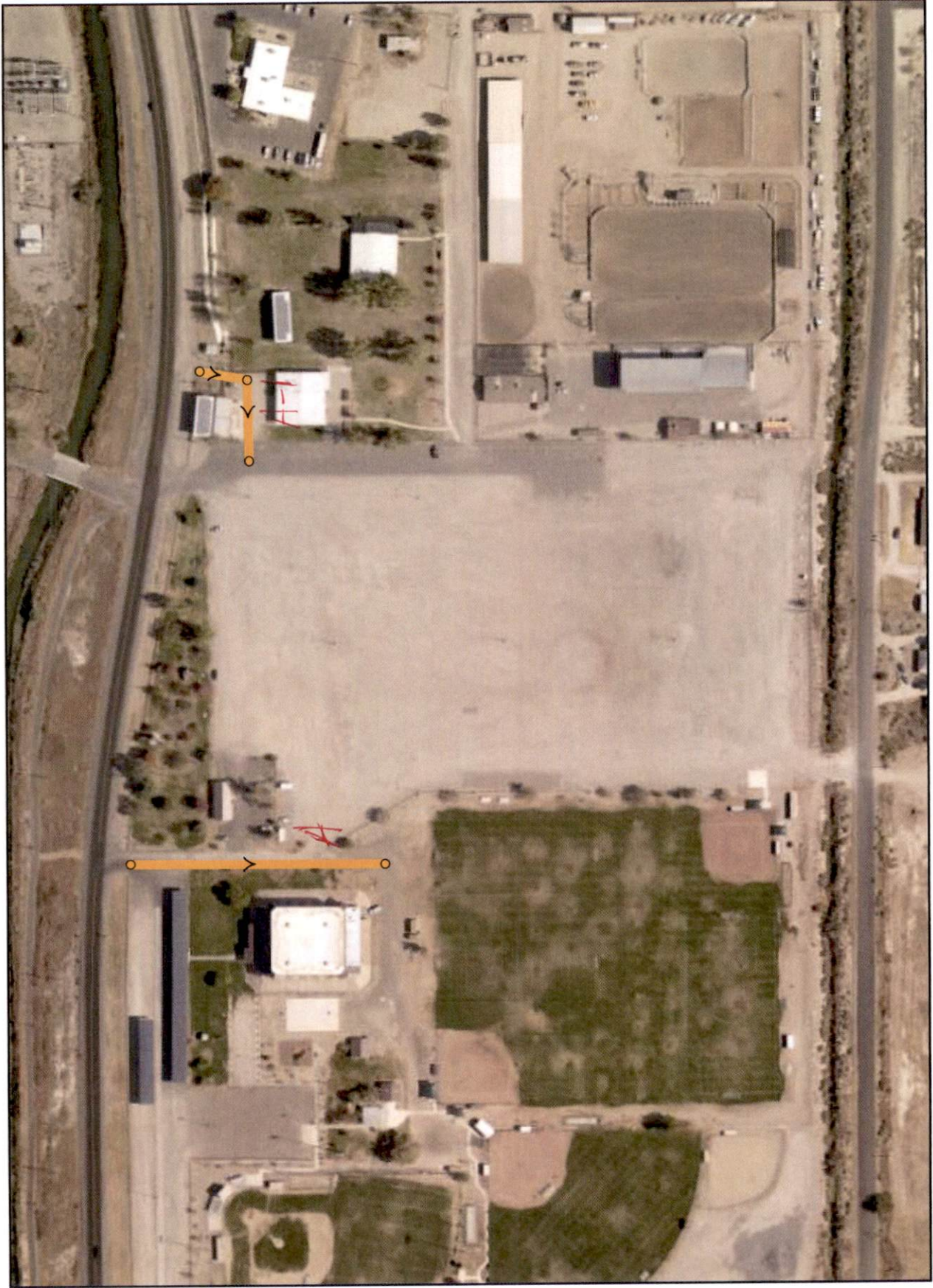


EXHIBIT "A"
SOUTHWEST GAS CORPORATION
PERMANENT EASEMENT (WEST)

JN 9168.001
Task 034

A.P.N. 006-191-01

All that certain real property situate within a portion of the Northeast 1/4 of Section 1, Township 18 North, Range 28 East, M.D.M., County of Churchill, State of Nevada, being five (5) feet on each side of the following described centerline:

BEGINNING at a point on the southerly right-of-way line of Sheckler Road (State Route 117) from which the northwest corner of said Section 1, monumented with a nail and shiner in the centerline of Allen Road, bears North 86°39'26" West, 3384.99 feet;

THENCE from said point of beginning, leaving said southerly right-of-way line, South 00°21'07" West, 390.29 feet to the **POINT OF TERMINUS** of this description.

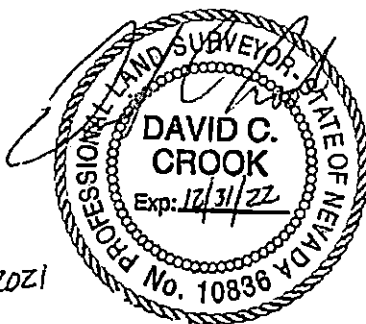
Containing 3,903 square feet, more or less.

The sidelines of the above described easement are to be extended or shortened, as the case may be, to begin on the southerly right-of-way line of Sheckler Road (State Route 117) and to end perpendicular to the **POINT OF TERMINUS**

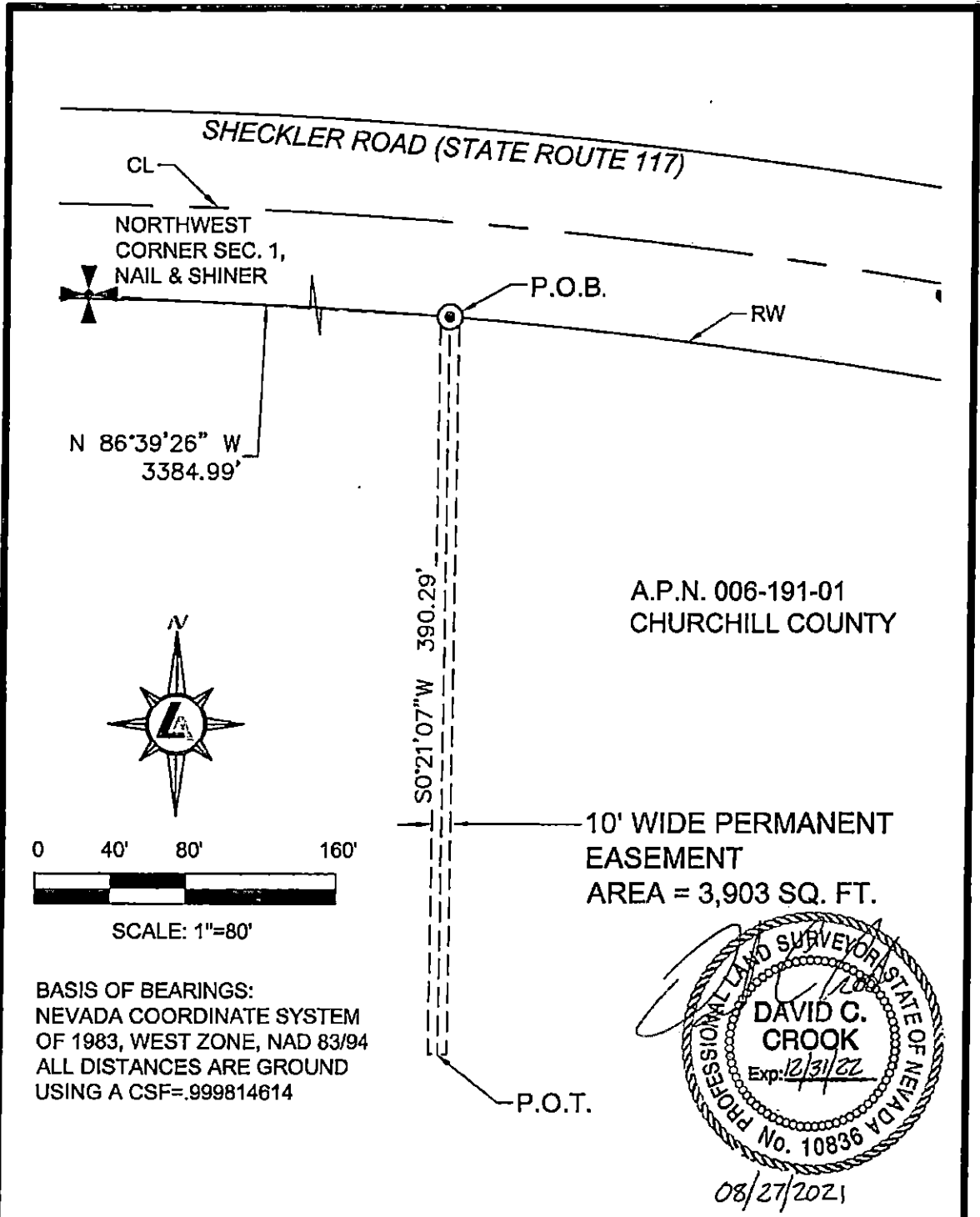
The Basis of Bearings for this description is based on the Nevada Coordinate System of 1983, West Zone, NAD 83/94.

Refer to Exhibit "B" attached hereto and by this reference made a part of.

Prepared by:
Lumos & Associates, Inc.
David C. Crook, PLS 10836
178 S. Maine Street
Fallon, NV 89406




08/27/2021



BASIS OF BEARINGS:
NEVADA COORDINATE SYSTEM
OF 1983, WEST ZONE, NAD 83/94
ALL DISTANCES ARE GROUND
USING A CSF=.999814614

LUMOS



178 SOUTH MAINE STREET
FALLON, NV 89406
TEL (775) 423-2188

SOUTHWEST GAS CORPORATION
WR #4145927 SHECKLER REINFORCEMENT
A.P.N. 006-191-01 - SHECKLER ROAD(SR 117)
PORTION OF SEC. 1, T18N, R28E, MDM
CHURCHILL COUNTY NEVADA

EXHIBIT "B"
Date: 08/2021
Scale: 1" = 80'
Job No: 9168.001

**EXHIBIT "A-1"
SOUTHWEST GAS CORPORATION
PERMANENT EASEMENT (EAST)**

JN 9168.001
Task 034

A.P.N. 006-191-01

All that certain real property situate within a portion of the Northeast 1/4 of Section 1, Township 18 North, Range 28 East, M.D.M., County of Churchill, State of Nevada, being five (5) feet on each side of the following described centerline:

BEGINNING at a point on the southerly right-of-way line of Sheckler Road (State Route 117) from which the northwest corner of said Section 1, monumented with a nail and shiner in the centerline of Allen Road, bears North 85°42'40" West, 4141.17 feet;

THENCE from said point of beginning, leaving said southerly right-of-way line, South 10°44'07" West, 73.68 feet;

THENCE South 89°09'55" West, 123.49 feet to the **POINT OF TERMINUS** of this description.

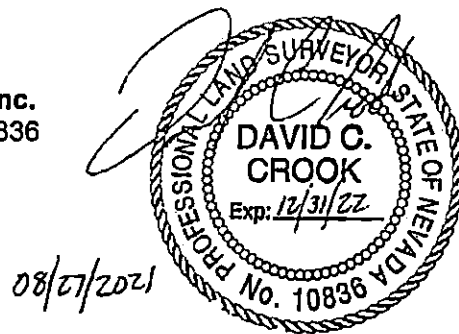
Containing 1,922 square feet, more or less.

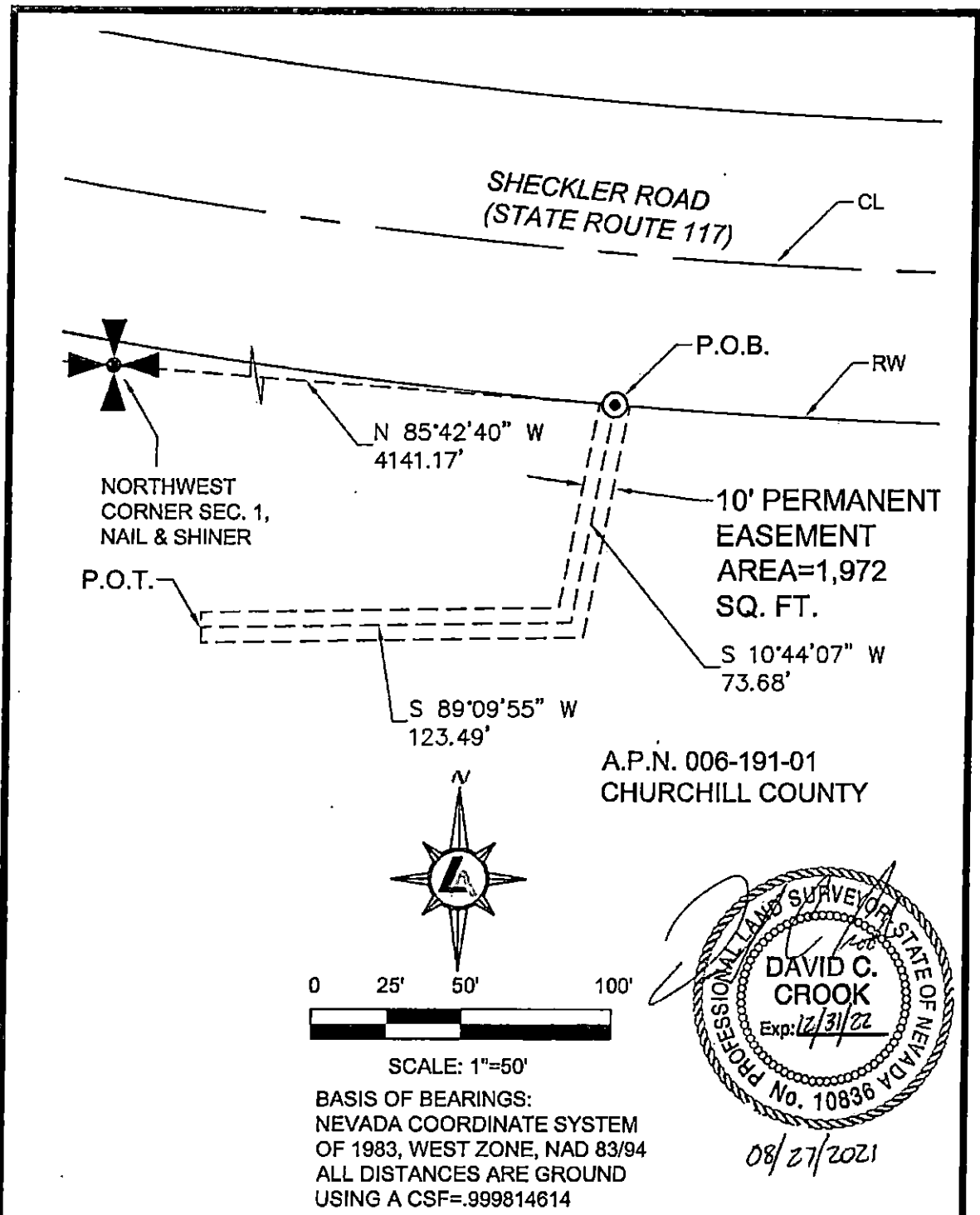
The sidelines of the above described easement are to be extended or shortened, as the case may be, to begin on the southerly right-of-way line of Sheckler Road (State Route 117) and to end perpendicular to the **POINT OF TERMINUS**


The Basis of Bearings for this description is based on the Nevada Coordinate System of 1983, West Zone, NAD 83/94.

Refer to Exhibit "B" attached hereto and by this reference made a part of.

Prepared by:
Lumos & Associates, Inc.
David C. Crook, PLS 10836
178 S. Maine Street
Fallon, NV 89406





<p>LUMOS</p>  <p>178 SOUTH MAINE STREET FALLON, NV 89406 TEL (775) 423-2188</p>	<p>SOUTHWEST GAS CORPORATION WR #4145927 SHECKLER REINFORCEMENT A.P.N. 006-191-01 - SHECKLER ROAD(SR 117) PORTION OF SEC. 1, T18N, R28E, MDM CHURCHILL COUNTY NEVADA</p>	<p>EXHIBIT "B-1"</p> <p>Date: 08/2021 Scale: 1" = 50' Job No: 9168.001</p>
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CHURCHILL COUNTY AGENDA REPORT

Date Submitted: September 3, 2021

Meeting Date Requested: September 15, 2021

To: Board of County Commissioners

From: Sherry Wideman, Comptroller

Subject Title: Consideration and possible action re: Apportionment of the Fiscal Year 2021 greater-than-anticipated geothermal revenue in the amount of \$519,612.43.

Type of Action Requested: Approval

Does this action require a Business Impact Statement? No.

Recommend Board Action: Motion to approve the apportionment of the greater-than-anticipated FY21 geothermal revenue as recommended by the Comptroller.

Churchill County has received a total of \$1,304,612.43 in geothermal revenues for Fiscal Year 2021, which resulted in greater-than-anticipated revenues in the sum of \$519,612.43. \$95,691.86 is required to increase the Debt Service Fund, since this amount should be 15% per the Letter of Conditions by the USDA. An additional \$8,846.88 to Social Services to match their augmented budget with the remainder apportioned according to previously budgeted percentage of the total budget, with an additional \$12,940.14 to the Stabilization Fund.

Discussion:

FUND	%	BUDGET AMOUNT	ADDITIONAL APPORTIONMENT
General Fund	25%	\$150,000	\$176,163.09
Social Services *	25%	\$335,000	\$ 8,846.88
Debt Service	16.67%	\$100,000	\$ 95,691.86
Building Reserve	25%	\$150,000	\$176,153.12
Extra Ordinary Repairs	8.33%	\$ 50,000	\$ 58,674.22
Stabilization Fund		0	\$ 12,940.14

*Augmented Budget

Alternatives: Change the apportionment.

Fiscal Impact: As outlined.

Explanation of Impact: As outlined.

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Funding Source: Funds as outlined above.

Prepared By: Sherry Wideman, Comptroller

Reviewed By: Jim R. Barbee, County Manager

Benjamin Shawcroft, Chief Deputy DA

Sherry Wideman, Comptroller

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CHURCHILL COUNTY AGENDA REPORT

Date Submitted: September 3, 2021

Meeting Date Requested: September 15, 2021

To: Board of County Commissioners

From: Sherry Wideman, Comptroller

Subject Title: Consideration and possible action re: Apportionment of the Fiscal Year 2021 CTX revenue in the amount of \$1,946,246.11.

Type of Action Requested: Approval

Does this action require a Business Impact Statement? No.

Recommend Board Action: Motion to approve the apportionment of the CTX revenue as recommended by the Comptroller.

Churchill County has received a total of \$8,285,676.11 in CTX revenue for Fiscal Year 2021, which resulted in greater-than-anticipated revenues in the sum of \$1,946,246.11. The 2021 budget was reduced due to COVID-19; therefore, it is recommended to apportion Parks & Recreation, Compensated Absences, Building Reserve, Extra Ordinary Repairs back up to the pre-COVID-19 2020 apportioned amounts. With an additional apportionment of \$44,280 to Social Services, and \$50,000 to Parks & Recreation to cover additional COVID-related expenditures, with the balance going to the General Fund for the Civic Center.

The total budgeted amount was \$6,339,430 which went to the following funds:

Discussion:

FUND		BUDGET AMOUNT	ADDITIONAL APPORTIONMENT
General Fund		\$5,102,230	\$1,761,356.19
Social Services		\$ 129,720	\$ 44,280.00
Parks & Recreation		\$ 241,580	\$ 58,419.96
Compensated Absences		\$ 64,860	\$ 35,139.96
Building Reserve		\$ 259,440	\$ 40,560.00
Extra Ordinary Repairs		\$ 41,510	\$ 6,490.00

Alternatives: Change the apportionment.

Fiscal Impact: As outlined.

Explanation of Impact: As outlined.

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Funding Source: Funds as outlined above.

Prepared By: Sherry Wideman, Comptroller

Reviewed By: Jim R. Barbee, County Manager

Benjamin Shawcroft, Chief Deputy DA

Sherry Wideman, Comptroller

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CHURCHILL COUNTY AGENDA REPORT

Date Submitted: September 3, 2021

Meeting Date Requested: September 15, 2021

To: Board of County Commissioners

From: Sherry Wideman, Comptroller

Subject Title: Consideration and possible action re: Apportionment of the Fiscal Year 2021 transfer from CC Communications in the amount of \$300,000.

Type of Action Requested: Approval

Does this action require a Business Impact Statement? No.

Recommend Board Action: Motion to approve the apportionment of the revenue transfer from CC Communications as recommended by the Comptroller.

Churchill County has received an additional \$300,000 from CC Communications as a revenue transfer. It is recommended to apportion this to the following fund to help with update existing buildings and pave roadways at the fairgrounds.

Discussion:

FUND	BUDGET AMOUNT	APPORTIONMENT
245-000-37935	\$0	\$300,000

Alternatives: Change the apportionment.

Fiscal Impact: As outlined.

Explanation of Impact: As outlined.

Funding Source: Funds as outlined above.

Prepared By: Sherry Wideman, Comptroller

Reviewed By: Jim R. Barbee, County Manager

Benjamin Shawcroft, Chief Deputy DA

Sherry Wideman, Comptroller

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CHURCHILL COUNTY AGENDA REPORT

Item 20.

Date Submitted: September 3, 2021

Meeting Date Requested: September 15, 2021

To: Board of County Commissioners

From: Geof Stark, Human Resources Director

Subject Title: Consideration and possible action re: Approve an advanced-step placement upon initial hire for Christine Rak as a Dispatcher

Type of Action Requested: Action

Does this action require a Business Impact Statement? No

Motion to approve the request to hire Christine Rak at an advanced-step

Recommend Board Action: placement upon initial hire at Step 3 of Pay Grade D44 (\$22.11/hour) effective September 20, 2021

Discussion: The Sheriff's Office has been recruiting to fill an opening for a Dispatcher. In the course of the recruitment process, staff encountered a candidate, Christine Rak, whose qualifications far exceed the qualifications of other applicants for the position. Ms. Rak has over 14 years of public safety dispatching experience, including working for the State of Connecticut and she was on-duty during the Sandy Hook Elementary School shooting. Based on her previous training and experience, staff is requesting to be able to be able to hire her at an advanced step upon initial hire. Ms. Rak was immediately available after passing her background check was completed and began employment at the first step of the range (\$21.05/hour) on September 13, 2021 – staff requests to move her to the third step of the range (\$22.11/hour), effective September 20, 2021.

The Collective Bargaining Agreement (CBA) with the Dispatchers makes provision for an advanced-step appointment upon initial appointment for the following reasons:

1. Meet a difficult recruiting problem;
2. Employ a person who possesses superior qualifications.

The CBA goes on to say, "An advanced step appointment used to employ a person who possesses superior qualifications may be used if the person possesses experience or education, or both, which greatly exceed both the minimum qualifications of the class and the experience and education of the other eligible persons who are available." Staff agree that Ms. Rak's experience greatly exceeds the minimum qualifications and the background of the other applicants.

Alternatives:

- Do not approve the advanced-step placement and keep her at Step 1 of the Grade.
- Choose another step within the pay grade.

Fiscal Impact: Approximately \$3,000.

Explanation of Impact: The fiscal impact reflects the difference in hiring at the third step of Grade D44 instead of the first step of Grade D44. It covers a full year of salary and benefits.

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Funding Source: N/A

Prepared By: Geof Stark, Human Resources Director

Reviewed By: Jim R. Barbee, County Manager

Benjamin Shawcroft, Chief Deputy DA

Sherry Wideman, Comptroller

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CHURCHILL COUNTY AGENDA REPORT

Item 21.

Date Submitted: September 2, 2021

Meeting Date Requested: September 15, 2021

To: Board of County Commissioners

From: Christian Spross, Director, Public Works, Planning & Zoning

Subject Title: Consideration and possible action re: Public Works, Planning & Zoning Department's Revenue Report for August 2021 showing a total of \$45,563.57 in revenue for the month.

Type of Action Requested: Accept

Does this action require a Business Impact Statement? No

Recommend Board Action: Motion to approve the Consent Agenda as submitted.

Discussion: The Public Works, Planning & Zoning Department submits its Revenue Report for the month of August 2021 showing a total of \$45,563.57 in revenue. This report is provided for the Commissioners' review and acceptance.

Alternatives: N/A

Fiscal Impact: \$45,563.57

Explanation of Impact: Fees to off-set services provided by the department.

Funding Source: General Fund

Prepared By: Diane Moyle, Administrative Assistant

Reviewed By: Jim R. Barbee, County Manager

Benjamin Shawcroft, Chief Deputy DA

Sherry Wideman, Comptroller

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CHURCHILL COUNTY
PUBLIC WORKS, PLANNING
and ZONING

Planning Comm
Public Works/Planning Depa
GIS Department
Zoning Enforcement
Business License Dept.

Item 21.

REVENUE REPORT FOR THE MONTH OF
AUGUST 2021

BUSINESS LICENSE FEES (100-31100)	\$ 2,437.50
<i>System shows \$2,687.50 minus batch posting error (-\$250) accounted in July Revenue</i>	
SPECIAL-CONDITIONAL USE PERMIT/VARIANCE/ZONE CHANGE FEES (100-31880)	\$ 1,598.00
<i>The system shows \$1,899 minus batch posting error (-\$43) accounted in July Revenue and minus 6 NOFA recordings(-\$258)</i>	
PLAN CHECK FEES (100-31230)	\$ 500.00
WATER RIGHT DEDICATIONS (380-33550)	\$ -
APPEAL FEES (100-31880)	\$ -
REIMBURSEMENT CONTRACT (100-35880)	\$ -
ADMINISTRATIVE FEES/FINE (100-34222)	\$ -
BOR EASEMENT REQUEST (100-321-35890)	\$ -
MISCELLANEOUS (100-35160)	\$ 29.00
ENGINEERING SERVICES (100-27000)	\$ -
PUBLIC UTILITIES 100-000-31155 TELE COMMUNICATIONS	\$ 0.77
PUBLIC UTILITIES 100-000-31156 ELECTRIC ENERGY	\$ -
PUBLIC UTILITIES 100-000-31157 GAS PROVIDERS	\$ 21,719.99
PUBLIC UTILITIES 100-000-31158 WIRELESS SERVICES	\$ 19,028.31
<i>System shows \$19,595.07 minus batch posting error (-\$566.76) accounted in July Revenue</i>	
ROAD FEES SERVICE AREA B (211-31320)	\$ -
TECHNOLOGY FEES (310-35600)	\$ 250.00
TOTAL DEPOSITED	\$ 45,563.57
<i>The system shows \$46,681.33 minus \$859.76 in batch posting errors and minus \$258 in transfers = \$45,563.57</i>	

I HEREBY CERTIFY THAT THE ABOVE AND FOLLOWING PAGES
ARE A COMPLETE AND TRUE LIST OF THE REVENUE COLLECTED
BY THIS DEPARTMENT.

CHRISTIAN SPROSS, DIRECTOR, PUBLIC WORKS, PLANNING & ZONING

Item 21.

Batch Date	Rcpt Seq#	Nmbr	Received From:	Receipt Amount	Bus. Act#	Permit Type/#	BUS. LIC	USE PERMIT	PLAN CHECK	WATR	RIGHT	APPEAL	FEE
7/12/21	1	18867	BRADY POWERS PARTNERS RECORDING FEE	43.00					43.00				
7/12/21	2	18868	ORMAT NEVADA INC APPLICATION FEE	500.00				500.00					
7/12/21	3	18869	COBRA CONCRETE LLC	125.00	3940		125.00						
7/12/21	4	18870	TROPHY PEAK FIRE PROTECTI	125.00	3934		125.00						
7/12/21	5	18871	COMMNET WIRELESS LLC	1,703.69									
7/12/21	6	18872	T-MOBILE WEST LLC	2,802.81									
7/12/21	7	18873	METROPCS NEVADA LLC	105.75									
7/12/21	8	18874	COMCAST BUSINESS COMMUNIC	16.20									
7/12/21	9	18875	IDT CORPORATION	.66									
7/12/21	10	18876	ALLTEL CORP	7,150.27									
7/12/21	11	18877	BELL ATLANTIC MOBILE SYST	1,331.19									
7/12/21	12	18878	CELLCO PARTNERSHIP	1,052.67									
7/12/21	13	18879	IGI RESOURCES	21,719.99									
7/12/21	14	18880	SACRAMENTO VALLEY LIMITED	4,048.23									
7/12/21	15	18881	MCI COMMUNICATIONS SERVIC	152.42									
7/12/21	16	18882	SPECTRUM ADVANCED SERVICE	474.95									
8/01/21	1	18883	RHONDA MAJOR	50.00						50.00			
8/01/21	2	18884	TRAVIS CRAIG	25.00		T 155				25.00			
8/01/21	3	18885	SPECTRUM MOBILE LLC	181.29									
8/01/21	4	18886	EXPERT AUTO LLC/ZACHARY R	25.00		T 209				25.00			
8/02/21	1	18887	MOUNTAIN PEAK PERFORMANCE	250.00	3561		250.00						
8/02/21	2	18888	MOTOR SPORTS SAFETY INC		830								
8/02/21	3	18889	MINDFUL MATTERS	75.00	3941	C 1204				75.00			
8/03/21	1	18890	PETER DARBY	20.00									
8/03/21	2	18891	ANN'S RESTORATION	75.00	3942	C 1205				75.00			
8/04/21	1	18892	ELIZABETH HILL	109.00						109.00			
8/04/21	2	18893	STERLING CRANE LLC	125.00	2994		125.00						
8/04/21	3	18894	ACE IN THE HOLE ARCHERY	75.00	3944	C 1206				75.00			
8/04/21	4	18895	SAWDUST ALPACAS LLC	75.00	3939		75.00						
8/04/21	5	18896	ECKERT CUSTOM FRAMING LLC	25.00	2608	C 678				25.00			
8/05/21	1	18897	RHONDA MAJOR	50.00						50.00			
8/05/21	2	18898	OSCAR ALLDREDGE	25.00		T 324				25.00			
8/05/21	3	18899	UNDER PRESSURE LLC	75.00	3945	C 1207				75.00			
8/05/21	4	18900	JOEL & SHANNON DUNKIN	25.00		T 385				25.00			
8/05/21	5	18901	FLY RIGHT LLC	125.00	3946		125.00						
8/10/21	1	18902	HILLSIDE NURSERY & LANDSC	125.00	3274		125.00						
8/10/21	2	18903	ECKERT CUSTOM FRAMING LLC		2608								
8/10/21	3	18904	KARAKI PAINTING LLC	125.00	3947		125.00						
8/10/21	4	18905	PAUL HAMPTON	43.00						43.00			
8/10/21	5	18906	ZOANNE CLARK	150.00						150.00			
8/10/21	6	18907	ZOANNE CLARK	9.00									
8/10/21	7	18908	ROBISON ENGINEERING CO. I BLA FOR SCHINDLY LLC	750.00						500.00			
8/10/21	8	18909	ROBERT HUNTER	25.00		T 372				25.00			
8/10/21	9	18910	NEIL'S AUTO REPAIR	125.00	3948		125.00						
8/10/21	10	18911	EQUISOLAR INC	125.00	3949		125.00						
8/11/21	1	18912	B & J DAIRY LP MAINTAIN 4 SPOTS FOR FARM HELP	25.00		T 325				25.00			
8/11/21	2	18913	MUSSI STEVEN	25.00		T 157				25.00			
8/11/21	3	18914	BOB SODERBURG ENTERPRISES	75.00	3950	C 1208				75.00			
8/11/21	4	18915	8 BACON CATERING	75.00	3952	C 1209				75.00			
8/16/21	1	18916	SYNDEO LLC	.11									
8/16/21	2	18917	PATRIOT MOBILE LLC	3.63									

Batch Date	Seq#	REIMBRMNT	ADMIN FINE	ENGINEERNG	MISC	BOR EASEMT	TECH FEES
7/12/21	1						
7/12/21	2						
7/12/21	3						
7/12/21	4						
7/12/21	5						
7/12/21	6						
7/12/21	7						
7/12/21	8						
7/12/21	9						
7/12/21	10						
7/12/21	11						
7/12/21	12						
7/12/21	13						
7/12/21	14						
7/12/21	15						
7/12/21	16						
8/01/21	1						
8/01/21	2						
8/01/21	3						
8/01/21	4						
8/02/21	1						
8/02/21	2						
8/02/21	3						
8/03/21	1				20.00		
8/03/21	2						
8/04/21	1						
8/04/21	2						
8/04/21	3						
8/04/21	4						
8/04/21	5						
8/05/21	1						
8/05/21	2						
8/05/21	3						
8/05/21	4						
8/05/21	5						
8/10/21	1						
8/10/21	2						
8/10/21	3						
8/10/21	4						
8/10/21	5						
8/10/21	6				9.00		
8/10/21	7					250.00	
8/10/21	8						
8/10/21	9						
8/10/21	10						
8/11/21	1						
8/11/21	2						
8/11/21	3						
8/11/21	4						
8/16/21	1						
8/16/21	2						

Batch Date	Seq#	TELECOMMUN	ELECTRIC	GAS	WIRELESS
7/12/21	1				
7/12/21	2				
7/12/21	3				
7/12/21	4				
7/12/21	5				1,703.69
7/12/21	6				2,802.81
7/12/21	7				105.75
7/12/21	8				16.20
7/12/21	9	.66			
7/12/21	10				7,150.27
7/12/21	11				1,331.19
7/12/21	12				1,052.67
7/12/21	13			21,719.99	
7/12/21	14				4,048.23
7/12/21	15				152.42
7/12/21	16				474.95
8/01/21	1				
8/01/21	2				
8/01/21	3				181.29
8/01/21	4				
8/02/21	1				
8/02/21	2				
8/02/21	3				
8/03/21	1				
8/03/21	2				
8/04/21	1				
8/04/21	2				
8/04/21	3				
8/04/21	4				
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8/10/21	1				
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8/10/21	3				
8/10/21	4				
8/10/21	5				
8/10/21	6				
8/10/21	7				
8/10/21	8				
8/10/21	9				
8/10/21	10				
8/11/21	1				
8/11/21	2				
8/11/21	3				
8/11/21	4				
8/16/21	1	.11			
8/16/21	2				3.63

Item 21.

Batch Date	Seq#	Rcpt Nbr	Received From:	Receipt Amount	Bus. Act#	Permit Type/#	BUS. LIC	USE PERMIT	PLAN CHECK	WATR RIGHT	APPEAL FEE
8/16/21	3	18918	GABB WIRELESS INC	5.21							
8/16/21	4	18919	COMMUNITY D.U.I. SCHOOL	75.00	3953	C 1210			75.00		
8/16/21	5	18920	STEVEN EVANS	43.00					43.00		
8/16/21	6	18921	EVANS ALPACAS SUP APPROVED	125.00	3954		125.00				
8/17/21	1	18922	MIKE JONES	43.00					43.00		
8/17/21	2	18923	STEEN TRUCKING	75.00	3955	C 1211			75.00		
8/17/21	3	18924	KATHERINE MURRAY	25.00		T 352			25.00		
8/17/21	4	18925	NORTHERN NEVADA RESEARCH INCLUDES LATE FEE	187.50	3396		187.50				
8/17/21	5	18926	SILVER STATE CONSTRUCTION	125.00	3956		125.00				
8/17/21	6	18927	1864 CONCRETE LLC	125.00	3957		125.00				
8/25/21	1	18928	ERICSSON INC	50.00	3958		50.00				
8/25/21	2	18929	SOUTHERN TIRE MART LLC	125.00	3959		125.00				
8/25/21	3	18930	CLEAN ALL AROUND	125.00	3960		125.00				
8/25/21	5	18931	VERDEK LLC	125.00	3961		125.00				
8/25/21	6	18932	ALL EAGLE LLC	125.00	3662		125.00				
Totals:				45,821.57			2,437.50	1,856.00	500.00		

Batch Date	Seg#	REIMBRMNT	ADMIN FINE	ENGINEERNG	MISC	BOR EASEMT	TECH FEES
8/16/21	3						
8/16/21	4						
8/16/21	5						
8/16/21	6						
8/17/21	1						
8/17/21	2						
8/17/21	3						
8/17/21	4						
8/17/21	5						
8/17/21	6						
8/25/21	1						
8/25/21	2						
8/25/21	3						
8/25/21	5						
8/25/21	6						
Totals:				29.00		250.00	

Batch Date	Seq#	TELECOMMUN	ELECTRIC	GAS	WIRELESS
8/16/21	3				5.21
8/16/21	4				
8/16/21	5				
8/16/21	6				
8/17/21	1				
8/17/21	2				
8/17/21	3				
8/17/21	4				
8/17/21	5				
8/17/21	6				
8/25/21	1				
8/25/21	2				
8/25/21	3				
8/25/21	5				
8/25/21	6				
Totals:		.77		21,719.99	19,028.31



CHURCHILL COUNTY AGENDA REPORT

Item 22.

Date Submitted: September 2, 2021

Meeting Date Requested: September 15, 2021

To: Board of County Commissioners

From: Marie A Henson

Subject Title: Consideration and possible action re: Building Permit Activity Report for August 2021

Type of Action Requested: Accept

Does this action require a Business Impact Statement? No

Recommend Board Action: Motion to approve the consent agenda as submitted

Discussion: Provided for the board's review is the attached report showing 33 building permits issued in the month of August 2021. Included in the 33 permits is 2 single-family-dwelling, 2 commercial and 0 industrial permits. Over and above the 33 permits issued were 3 manufactured home permits and 5 septic permits.

Alternatives: N/A

Fiscal Impact: N/A

Explanation of Impact: N/A

Funding Source: N/A

Prepared By: Marie A Henson, Building Official

Reviewed By: Jim R. Barbee, County Manager

Benjamin Shawcroft, Chief Deputy DA

Sherry Wideman, Comptroller

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Mth/Year	Bldg Prmts	Permit Fees	S/F Dwl	Commer	Indust	M/H	Septic	Other Pmts
2020								
January	29	16,759.50	5	6	1	3	5	16
February	25	17,506.80	8	0	0	2	9	17
March	27	19,553.00	6	3	1	3	7	17
April	15	7,593.70	3	1	0	0	3	11
May	16	8,891.00	3	2	0	2	3	11
June	37	17,668.70	7	1	2	2	6	27
July	38	14,508.45	3	5	0	4	5	30
August	45	41,421.15	19	2	1	0	5	23
September	25	16,197.00	4	3	1	4	3	17
October	27	21,145.40	7	4	0	3	7	16
November	21	13,716.65	5	3	1	1	2	12
December	11	4,305.00	2	0	0	0	4	9
TOTAL	316	199,266.35	72	30	7	24	59	206

2021								
January	27	20,003.45	9	0	0	8	9	18
February	25	11,435.85	2	4	0	2	5	19
March	29	23,397.00	6	3	1	6	7	19
April	26	15,244.85	6	1	0	8	11	19
May	33	10,576.55	3	0	1	14	10	29
June	30	17,850.95	5	1	1	4	7	23
July	26	7,236.40	1	0	1	2	6	24
August	33	10,868.80	2	2	0	3	5	29
September								
October								
November								
December								
TOTAL	229	116,613.85	34	11	4	47	60	180



CHURCHILL COUNTY AGENDA REPORT

Item 23.

Date Submitted: September 3, 2021

Meeting Date Requested: September 15, 2021

To: Board of County Commissioners

From: Sheriff Richard Hickox

Subject Title: Consideration and possible action re: Sheriff's Civil Report for August 2021 showing a total of \$4,559.76 in revenue collected for the month.

Type of Action Requested: Acceptance

Does this action require a Business Impact Statement? No.

Recommend Board Action: Motion to approve the Consent Agenda as submitted.

Discussion: Sheriff Richard Hickox provides his Civil Report for August 2021 showing a total of \$4,559.76 collected in revenue. This report is provided for the board's consideration and acceptance.

Alternatives: N/A

Fiscal Impact: \$4,559.76 in revenue.

Explanation of Impact: Revenue collected helps to offset the costs of providing the services.

Funding Source: GeneralFund.

Prepared By: Pamela D. Moore, Deputy Clerk to the Board

Reviewed By: Jim R. Barbee, County Manager

Benjamin Shawcroft, Chief Deputy DA

Sherry Wideman, Comptroller

The submission of this agenda report by county officials is not intended, necessarily, to reflect agreement as to a particular course of action to be taken by the board; rather, the submission hereof is intended, merely, to signify completion of all appropriate review processes in readiness of the matter for consideration and action by the board.



RECEIVED
 SEP -3 2021
 CHURCHILL COUNTY
 COMMISSIONERS

CIVIL REPORT FOR THE MONTH OF AUGUST 2021

PROCESS SERVING FEES		\$2,108.20
<hr/>		
COUNTY GAMING LICENSES		\$0.00
<hr/>		
CITY GAMING LICENSES	<u>\$0.00</u>	
City Portion		\$0.00
County Portion		\$0.00
<hr/>		
LIQUOR LICENSES		\$99.00
<hr/>		
SPECIAL LICENSES		
<u>County Gaming</u>		\$0.00
<u>City Gaming</u>	<u>\$0.00</u>	
City Portion		\$0.00
County Portion		\$0.00
<u>Liquor Licenses</u>		\$60.00
<hr/>		
MISC SHERIFF'S FEES, REPORTS		\$660.56
<hr/>		
PERMIT / REGISTRATION FEES		\$437.00
<hr/>		
CONCEALED WEAPON PERMITS		\$1,195.00
<hr/>		
TOTAL:		\$4,559.76

Note: Breakdown of actual dollar figures available at Sheriff's Office upon request.

I hereby certify that the above, and the following pages, are a complete and true list of the fees collected by this Department for the above month.


 RICHARD HICKOX, SHERIFF

Churchill County, Nevada, a political subdivision of the State of Nevada, is an equal opportunity provider and employer.

09/02/21



CHURCHILL COUNTY AGENDA REPORT

Item 24.

Date Submitted: 09-07-2021

Meeting Date Requested: 09-15-2021

To: Board of County Commissioners

From: Tasha Hessey, Churchill County Recorder

Subject Title: Consideration and possible action re: Recorder's Monthly Apportionment Report for August 2021 showing a total of \$27,055.10 collected as fees for services rendered during the month.

Type of Action Requested: Accept

Does this action require a Business Impact Statement? No.

Recommend Board Action: Motion to approve the Consent Agenda as submitted.

Discussion: Tasha Hessey, Churchill County Recorder, provides her Recorder's Monthly Apportionment Report for August 2021, showing a total of \$27,055.10 collected as fees for services rendered during the month. This report is provided for the board's consideration and acceptance.

Alternatives: N/A

Fiscal Impact: \$27,055.10 collected in fees to help off-set the costs of providing these services.

Explanation of Impact: Collection of fees for services help to off-set the cost of providing these services.

Funding Source: General Fund.

Prepared By: Pamela D Moore, Deputy Clerk to the Board

Reviewed By: Jim R. Barbee, County Manager

Benjamin Shawcroft, Chief Deputy DA

Sherry Wideman, Comptroller

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Tasha Hessey

CHURCHILL COUNTY RECORDER
155 N. Taylor St. Suite 131 * Fallon, NV 89406-2748

RECORDER'S FEES MONTHLY APPORTION

Apportion: *August 2021*

Monthly apportioned items:

100-33320 - Recorder's Fees	16,927.10
100-33360 - Maps Fees/Mining Claims	60.00
310-33610 - Recorder Technology Fees	2,705.00
831-35630 - Foster Care Fees	541.00
391-31195 - Domestic Violence	80.00
831-33325 - *Foreclosure Mediation	93.58
100-33322 - *Legal Services	4.92
100-33316 - 1.5% of Forclosures Mediation*	3.75
831-33326 - *Notice of Default (\$150)	147.75
100-33321 - Abused & Neglected Children Legal Fees	3,246.00
100-35630 - District Court Investigator Fees	541.00
220-35630 - Indigent Guardianship	2,705.00

Total: \$27,055.10

Tasha Hessey

Tasha Hessey/Recorder

Date: September 07, 2021

Phone: (775) 423-6001 * Fax: 775-423-8933 * E-mail: tasha@churchillcounty.org * www.churchillcounty.org

Churchill County, Nevada, a political subdivision of the State of Nevada, is an equal opportunity provider and employer and is prohibited from discrimination on the basis of race, color, national origin, sex, age or disability.



CHURCHILL COUNTY AGENDA REPORT

Item 25.

Date Submitted: September 7, 2021

Meeting Date Requested: September 15, 2021

To: Board of County Commissioners

From: Sherry Wideman, Comptroller

Subject Title: Consideration and possible action re: Report of the condition of each fund in the treasury and the statements of receipts and expenditures pursuant to NRS 251.030 and 354.290.

Type of Action Requested: Action

Does this action require a Business Impact Statement? No.

Recommend Board Action: Motion to approve the Consent Agenda as submitted.

Discussion: A fund balance report is provided for the board's consideration showing the beginning balance, receipts, disbursements, and the ending balance of each fund for Churchill County as required by NRS 251.030 and NRS 354.290.

Alternatives: N/A

Fiscal Impact: N/A

Explanation of Impact: N/A

Funding Source: N/A

Prepared By: Pamela D. Moore, Deputy Clerk to the Board

Reviewed By: Jim R. Barbee, County Manager

Benjamin Shawcroft, Chief Deputy DA

Sherry Wideman, Comptroller

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Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
100 - GENERAL FUND	10,945,139.95	2,853,816.67	4,954,797.64	8,844,158.98
101 - STABILIZATION OF OPERATN	1,778,024.14	190.17	0.00	1,778,214.31
201 - FORFEITURES-SEIZED ASSET	44,958.76	4.81	0.00	44,963.57
210 - ROAD FUND	2,067,469.44	1,746.47	240,532.70	1,828,683.21
211 - ROAD IMPACT FUND	940,090.13	9,300.67	0.00	949,390.80
220 - SOCIAL SERVICES	712,347.70	217,243.63	276,538.91	653,052.42
230 - COOPERATIVE EXTENSION	124,223.46	35,096.76	5,387.73	153,932.49
240 - PUBLIC LIBRARY	117,753.38	122,599.20	138,519.56	101,833.02
245 - PARKS AND RECREATION	687,593.28	123,748.58	311,294.97	500,046.89
246 - RESIDENT CONST TAX-PARKS	404,059.40	3,043.27	0.00	407,102.67
250 - CEMETERY BEAUTIFICATION	0.00	0.00	0.00	0.00
260 - INDIGENT DONATIONS/GIFTS	48,673.20	5.21	0.00	48,678.41
265 - AB 65 COURT FEE FUND	752,603.64	12,908.83	0.00	765,512.47
270 - LAW LIBRARY	88,202.05	1,859.51	533.00	89,528.56
280 - REGIONAL TRANSPORTATION	1,475,948.34	256.38	0.00	1,476,204.72
310 - TECHNOLOGY FEE	267,089.35	9,167.31	46,764.69	229,491.97
311 - E-911 SYSTEM FUND	218,331.61	6,513.06	899.27	223,945.40
320 - LIBRARY GIFT FUND	76,458.55	76.58	661.54	75,873.59
330 - RISK MANAGEMENT	639,420.17	68.52	0.00	639,488.69
340 - COMPENSATED ABSENCES	580,114.08	60.04	23,288.27	556,885.85
350 - UNEMPLOYMNT COMPENSATION	259,423.59	27.75	0.00	259,451.34
365 - RESTITUTION/GRAFFITI FND	57,770.05	9,455.12	13,396.53	53,828.64
367 - DISTRICT COURT SECURITY	11,846.77	2,441.27	1,180.74	13,107.30
370 - ADMIN ASSESSMENT FUND	20,895.56	6,285.00	0.00	27,180.56
380 - WATER RESOURCE FUND	317,025.54	39,800.31	11,628.05	345,197.80
385 - INFRASTRUCTURE TAX FUND	2,698,428.44	281.02	0.00	2,698,709.46
390 - RECREATION DONATIONS	55,324.00	5.92	0.00	55,329.92
391 - DOMESTIC VIOLENCE	405.00	1,510.00	385.00	1,530.00
393 - INDIG HOSPITAL CARE-MVA	371.06	31,019.89	0.00	31,390.95
394 - INDIGENT SERVICES	904,472.57	124,200.25	1,839.40	1,026,833.42
395 - PUBLIC TRANSIT	2,085,048.62	251.67	0.00	2,085,300.29
396 - SR CIT AD VALOREM LEVY	134,194.83	125,720.62	103,120.40	156,795.05
397 - ONE CENT FUEL EXCISE TAX	154,261.28	15.43	0.00	154,276.71
398 - FAIRGROUNDS SALE PROCEED	0.00	0.00	0.00	0.00
400 - COUNTY DEBT SERVICE	12,201,361.03	13,015.02	0.00	12,214,376.05
510 - BUILDING RESERVE	5,240,251.26	15,916.47	0.00	5,256,167.73
515 - CAPITAL PROJECTS TX LEVY	2,002,565.54	103,630.41	0.00	2,106,195.95
520 - EXTRA ORDINARY REPAIR	1,207,863.50	11,844.83	7,413.41	1,212,294.92
525 - FIRE EQUIPMENT APPARATUS	1,937,374.62	67,468.19	0.00	2,004,842.81
530 - ROAD EQUIPT REPLACEMENT	756,614.19	817.34	30,517.36	726,914.17
Report Total:	52,013,998.08	3,951,412.18	6,168,699.17	49,796,711.09



CHURCHILL COUNTY AGENDA REPORT

Item 26.

Date Submitted: September 08, 2021

Meeting Date Requested: September 15, 2021

To: Board of County Commissioners

From: Jera Pierson, Permit Technician

Subject Title: Consideration and possible action re: Building Department's Revenue Report for August totaling \$26,149.80 for August 2021

Type of Action Requested: Accept

Does this action require a Business Impact Statement? No

Recommend Board Action: Motion to approve the Consent Agenda as submitted.

Discussion: The Building Department provide its Revenue Report August 2021 for the board's consideration and acceptance. The total of \$26,149.80 was received for the month.

Alternatives: N/A

Fiscal Impact: \$26,149.80

Explanation of Impact: Fees collected to help offset services provided.

Funding Source: General Fund

Prepared By: Jera Pierson

Reviewed By: Jim R. Barbee, County Manager

Benjamin Shawcroft, Chief Deputy DA

Sherry Wideman, Comptroller

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Item 26.

Account: BP3160
 Date: 09/01/21 10:40:54

Churchill County Building Department
 General Ledger
 From: 08/01/21 To: 08/31/21

Date	Trans	Seq#	Rcpt Nmr	Received From:	Rcpt Amt	Permit Type/#	SCHOL COLL WATER HKUP SEWER HKUP
8/02/21	1	10796	AMIER SPRINGFIELD	200.00	S 2607	100-3125	
8/02/21	4	10788	PATRICIA MCKEOWN	200.00	S 2608		
8/02/21	6	10790	PATRICIA MCKEOWN	200.00	C 1324		
8/02/21	8	10792	KRISTINE TURLEY	387.90	B 9095		
8/03/21	10	10794	RHONDA SMITH	251.00	B 9096		
8/04/21	1	10796	SHELLIE MARCUS	91.30	B 9097		
8/05/21	3	10798	LAURIE GALINDO	410.70	B 9098		
8/05/21	4	10800	SHARON RISI	726.45	B 9099		
8/05/21	6	10802	GARNETT MELLO	924.90	B 9100		
8/06/21	8	10804	JOHN KETTER	50.00	B 9101		
8/06/21	10	10806	SHERRI WHITE	106.50	B 9102		
8/09/21	12	10808	BENCH CREEK RANCH CO, LLC	9,363.90	B 9103		9.00
8/10/21	1	10810	DANIEL CONNER	6,168.80	B 9104		
8/11/21	3	10812	MONIQUE LINDBARGER	196.20	B 9105		9.00
8/12/21	5	10814	JOHN HANCOCK	100.00	X 1080		
8/13/21	1	10816	MIKE THOMPSON	85.55	B 9106		
8/13/21	2	10818	HOTWIRE ELECTRIC	87.60	B 9107		
8/13/21	4	10820	HOTWIRE ELECTRIC	325.40	B 9108		
8/16/21	6	10822	DREAM BUILDERS CONSTRUCTI	50.00	Q 9109		
8/18/21	7	10824	BRIAN ITSKIN	185.90	B 9110		
8/20/21	9	10826	PEGGY OGDEN	50.00	B 9111		
8/20/21	1	10828	RICHARD KAPPAHN	551.70	B 9112		
8/23/21	3	10830	FISHER EXCAVATION	200.00	1081		
8/24/21	4	10832	JUSTIN JUDD	50.00	B 9113		
8/24/21	6	10833	JUSTIN JUDD	5.00			
8/24/21	8	10835	GAS INSPECTION 3300 RICE RD				
8/24/21	10	10837	CLINT JENSEN CONSTRUCTION	3,077.60	B 9114		
8/24/21	12	10839	HAMMOND HOMES & CONSTRUCT	719.50	B 9115		
8/24/21	14	10841	WILLIAM KABRITZ	50.00	B 9116		
8/25/21	1	10843	JOSE MOLINA	50.00	B 9117		
8/25/21	1	10843	JUDELYN PETERSON	230.00	B 9118		
8/25/21	3	10845	JAMES SMART	50.00	B 9119		
8/26/21	5	10847	WOOD BRO CAPITAL	100.00	B 9120		
8/26/21	7	10849	WOOD BRO CAPITAL	100.00	B 9121		
8/26/21	9	10851	WOOD BRO CAPITAL LLC	100.00	B 9122		
8/26/21	11	10853	WOOD BRO CAPITAL	50.00	B 9123		
8/26/21	13	10855	WOOD BRO CAPITAL LLC	100.00	B 9124		
8/26/21	15	10857	WOOD BRO CAPITAL LLC	100.00	B 9125		
8/30/21	1	10859	CURTIS GSELL	386.10	B 9126		
8/31/21	3	10861	BILL HAEGER	67.80	B 9127		
Totals:				26,149.80			18.00

Item 26.

LC: BP3160
 : 09/01/21 10:40:54

Churchill County Building Department
 General Ledger
 From: 08/01/21 To: 08/31/21

Date	Batch	Seq#	Rcpt Nbr	Received From:	Receipt Amt	Permit Type/#	BLDG PERMT	MH SET	PRM MH	CVN	PRM SEPTIC	FEE	OTHER FEES	PARK FEES	WATER FEES	ROAD FEE A	ROAD FEE B	SCHOOL RCT		
					Cat. shown		100-3124	100-3155	100-3155	100-3128	100-3129	246-3125	380-3355	211-3131	211-3132	814-31256				
8/02/21		1	10786	AMIER SPRINGFIELD	200.00	S 2607														
8/02/21		4	10788	PATRICIA MCKEOWN	200.00	C 1324														
8/02/21		6	10790	PATRICIA MCKEOWN	200.00	B 9095														
8/02/21		8	10793	KIRSTINE TURLEY	387.90	B 9096	387.90													
8/03/21		10	10794	RHONDA SMITH	251.00	B 9097	251.00													
8/04/21		1	10796	SHELLE MARCUS	91.30	B 9098	91.30													
8/05/21		3	10798	LAURIE GALINDO	410.70	B 9099	410.70													
8/05/21		4	10800	SHARON RISI	726.45	B 9100	726.45													
8/05/21		6	10802	GARNETT MELLO	924.90	B 9101	924.90													
8/06/21		8	10804	JOHN KETTER	50.00	B 9102	50.00													
8/06/21		10	10806	SHERRI WHITE	106.50	B 9103	106.50													
8/09/21		12	10808	BENCH CREEK RANCH CO, LLC	9,363.90	B 9104	1,687.90											891.00		
8/10/21		1	10810	DANIEL CONNER	6,168.80	B 9105	1,768.80											891.00		
8/11/21		3	10812	MONIQUE LINDBARGER	196.20	B 9106	196.20													
8/12/21		5	10814	JOHN HANCOCK	100.00	X 1080														
8/12/21		1	10816	MIKE THOMPSON	85.55	B 9107	85.55													
8/13/21		2	10818	HOTWIRE ELECTRIC	87.60	B 9108	87.60													
8/13/21		4	10820	HOTWIRE ELECTRIC	325.40	Q 9109	325.40													
8/16/21		6	10822	DREAM BUILDERS CONSTRUCTI	50.00	B 9110	50.00													
8/18/21		7	10824	BRIAN ITSKIN	185.90	B 9111	185.90													
8/20/21		9	10826	DEGGY OGDEN	50.00	B 9112	50.00													
8/20/21		1	10828	RICHARD KAPPAHAN	551.70	B 9113	551.70													
8/23/21		3	10830	FISHER EXCAVATION	200.00															
8/24/21		4	10832	JUSTIN JUDD	50.00															
8/24/21		6	10833	JUSTIN JUDD	5.00															
				GAS INSPECTION 3300 RICE RD																
8/24/21		8	10835	CLINT JENSEN CONSTRUCTION	3,077.60	B 9114	777.60													
8/24/21		10	10837	HAMMOND HOMES & CONSTRUCT	719.50	B 9115	719.50													
8/24/21		12	10839	WILLIAM KABLITZ	50.00	B 9116	50.00													
8/24/21		14	10841	JOSE MOLINA	50.00	B 9117	50.00													
8/25/21		1	10843	JUDELYN PETERSON	230.00	B 9118	230.00													
8/25/21		3	10845	JAMES SMART	50.00	B 9119	50.00													
8/26/21		5	10847	WOOD BRO CAPITAL	100.00	B 9120	100.00													
8/26/21		7	10849	WOOD BRO CAPITAL	100.00	B 9121	100.00													
8/26/21		9	10851	WOOD BRO CAPITAL LLC	100.00	B 9122	100.00													
8/26/21		11	10853	WOOD BRO CAPITAL	50.00	B 9123	50.00													
8/26/21		13	10855	WOOD BRO CAPITAL LLC	100.00	B 9124	100.00													
8/26/21		15	10857	WOOD BRO CAPITAL LLC	100.00	B 9125	100.00													
8/30/21		1	10859	CURTIS GSELL	386.10	B 9126	386.10													
8/31/21		3	10861	BILL HARGER	67.80	B 9127	67.80													
				Totals:	26,149.80		10,868.80		400.00		200.00		700.00		5.00	2,000.00	3,276.00	4,600.00	2,300.00	1,782.00

CHURCHILL COUNTY
BOARD OF COMMISSIONERS REGULAR MEETING
September 15, 2021

pg 1 of 2

ATTENDANCE SIGN IN SHEET

PURSUANT TO CHAPTER 241 OF THE NEVADA REVISED STATUTES (OPEN MEETING LAW), A WITNESS WHO IS TESTIFYING BEFORE THE CHURCHILL COUNTY BOARD OF COMMISSIONERS IS ABSOLUTELY PRIVILEGED TO PUBLISH DEFAMATORY MATTER AS PART OF A PUBLIC MEETING, EXCEPT THAT IT IS UNLAWFUL TO MISREPRESENT ANY FACT KNOWINGLY WHEN TESTIFYING BEFORE THE BOARD. ANY PERSON DESIRING TO TESTIFY MUST BE SWORN IN AS A WITNESS.

PRINT NAME	AGENDA ITEM	TESTIFYING YES OR NO
Kevin Smiler		Y
DERORAH WALTER		Y
Carl Roof		N
Lisa Ross	BLM	N
Jake Valpando	BLM	Y
RICK MCGOWAN	SEARCH & RESCUE	Y
Robert Swonder		?
Tanya Freeman		Y
Amber Sanchez		yes
Julie Guerrero		yes

I UNDERSTAND THAT IF I TESTIFY BEFORE THE CHURCHILL COUNTY COMMISSIONERS THAT I AM UNDER OATH AND THE PAINS AND PENALTIES OF PERJURY.

WiFi PASSWORD: ChurchillCounty

CHURCHILL COUNTY
BOARD OF COMMISSIONERS REGULAR MEETING
Sept. 15, 2021

pg 2 of 2

ATTENDANCE SIGN IN SHEET

PURSUANT TO CHAPTER 241 OF THE NEVADA REVISED STATUTES (OPEN MEETING LAW), A WITNESS WHO IS TESTIFYING BEFORE THE CHURCHILL COUNTY BOARD OF COMMISSIONERS IS ABSOLUTELY PRIVILEGED TO PUBLISH DEFAMATORY MATTER AS PART OF A PUBLIC MEETING, EXCEPT THAT IT IS UNLAWFUL TO MISREPRESENT ANY FACT KNOWINGLY WHEN TESTIFYING BEFORE THE BOARD. ANY PERSON DESIRING TO TESTIFY MUST BE SWORN IN AS A WITNESS.

PRINT NAME	AGENDA ITEM	TESTIFYING YES OR NO
Julie Gilmore		NO

Pete Olsen

Greg Koenig

Justin Heath

Ben Shawcroft

Sherry Wideman

Sheriff Richard Hickox

Pam Moore

Chris Spröss

Anne McMillin

I UNDERSTAND THAT IF I TESTIFY BEFORE THE CHURCHILL COUNTY COMMISSIONERS THAT I AM UNDER OATH AND THE PAINS AND PENALTIES OF PERJURY.

WiFi Password: ChurchillCounty



From the Desk of

Sheriff Jesse J. Watts

September 11th, 2021

President Joseph Biden
The White House
1600 Pennsylvania Ave NW
Washington, DC 20500

President Biden,

I write you on Patriot's Day, hoping to open some thought process and to enlighten you on several things, even if I doubt I do.

The Constitution of the United States of America does not give any President of the United States the authority to make vaccines mandatory nation wide by Executive Order. An Executive Order is not a law. Laws are passed by the Legislative Branch, not the Executive Branch.

No where is such power delegated to the Executive Branch of the government and in such cases, we must rely on the 10th Amendment to the Constitution of the United States which states: "The powers not delegated to the United States by the Constitution, nor prohibited by it to the States, are reserved to the States respectively, or to the people."

With this being said, as the Duly Elected Sheriff of Eureka County, Nevada, I will not be enforcing the Federal Vaccine Mandate, you issued this week.

This mandate is a violation of your oath of office and beyond the scope of your authority, granted to you under the Constitution of the United States of America.

With the 10th Amendment and Nevada State Law in mind, I believe any Agent of the government, who enters a business with the intentions of enforcing a Vaccine Mandate, is violating law and the Constitution of the US and The State of Nevada.

Anyone who refuses to leave a business when asked to by a representative, is subject to being charged with Trespassing under NRS 207.200.

When I became Sheriff in 2019, I swore an Oath of Office before god. I swore an Oath to support, protect and defend the Constitution of the United States of America and to the Constitution of the State of Nevada. I fully intend to keep that Oath.

411 N. Main Street - PO Box 736, Eureka, Nevada 89316 - Office: (775) 237-5330



From the Desk of

Sheriff Jesse J. Watts

Therefore, No Agent of any governmental agency has any authority in Eureka County to enforce or mandate any regulation that has been put in place to date, by the federal or state government, to include Mask Mandates, Vaccine Mandates or any other "mandate" that has not been passed by a legislative branch, with a "shall" clause, that comply's with the Constitution of the State of Nevada and the United States of America.

WE THE PEOPLE empower the government...the Government does not empower the people.

Enclosed is a pocket version of the United States Constitution. Hopefully, you will always have it with you, so you can reference it before you attempt to walk on it anymore than you have so far.

Respectfully,

A very pissed off American Citizen and Constitutional Sheriff.

Jesse J. Watts
Sheriff-Coroner
Eureka County, Nevada

411 N. Main Street – PO Box 736, Eureka, Nevada 89316 – Office: (775) 237-5330

BLM-STILLWATER FIELD OFFICE

MANAGER'S REPORT

Jake Vialpando – Acting Stillwater Field Manager

(775) 885-6075 jvialpando@blm.gov

Ken Collum – Carson City District Manager

(775) 885-6156 kcollum@blm.gov



CHURCHILL COUNTY

- **RENEWABLE ENERGY – Geothermal (GT)**
- ***Dixie Meadows GT (ORMAT)***
 - EA, FONSI and Decision documents have been completed
 - Memorandum of Agreement has been signed by BLM, ORMAT, Navy, SHPO and ACHP
- ***Diamond Flat GT***
 - ORMAT proposes drilling and testing up to 19 exploration wells
 - Projects up to 54 acres of disturbance
- ***Comstock GT***
 - ORMAT proposes drilling and testing up to 10 exploration wells
 - Projects up to 49 acres of disturbance



CHURCHILL COUNTY

AREVIA POWER - VIRTUAL PUBLIC MEETINGS FOR LIBRA SOLAR PROJECT

- Two virtual public meetings - Sept.20 and 21.
- Project in Mineral County east of Yerington, NV.
- Arevia Power (<https://www.areviapower.com>) has applied to BLM for a 30-year grant. Construction is anticipated to last 12 months and will encompass approximately 5,413 acres of public lands.
- The purpose of this stakeholder meeting is to provide information on the proposed project and to solicit input for the Variance Approval as required by the Solar Energy Development Programmatic Environmental Impact Statement Record of Decision <https://solareis.anl.gov>
- **Meeting information for September 20th, 6:00 – 8:00 p.m. (PDT) is as follows:**
- <https://epdsolutions.zoom.us/j/88968856568>
- Or Telephone:
 - Dial (for higher quality, dial a number based on your current location):
 - US: +1 213 338 8477 or +1 669 219 2599 or +1 206 337 9723 or +1 929 205 6099
- Webinar ID: 889 6885 6568
- **Meeting information for September 21st, 6:00 - 8:00 p.m. (PDT) is as follows:**
- <https://epdsolutions.zoom.us/j/81353514013>
- Or Telephone:
 - Dial (for higher quality, dial a number based on your current location):
 - US: +1 669 219 2599 or +1 213 338 8477 or +1 206 337 9723 or +1 929 205 6099
- Webinar ID: 813 5351 4013

CHURCHILL COUNTY

• GRAZING MANAGEMENT

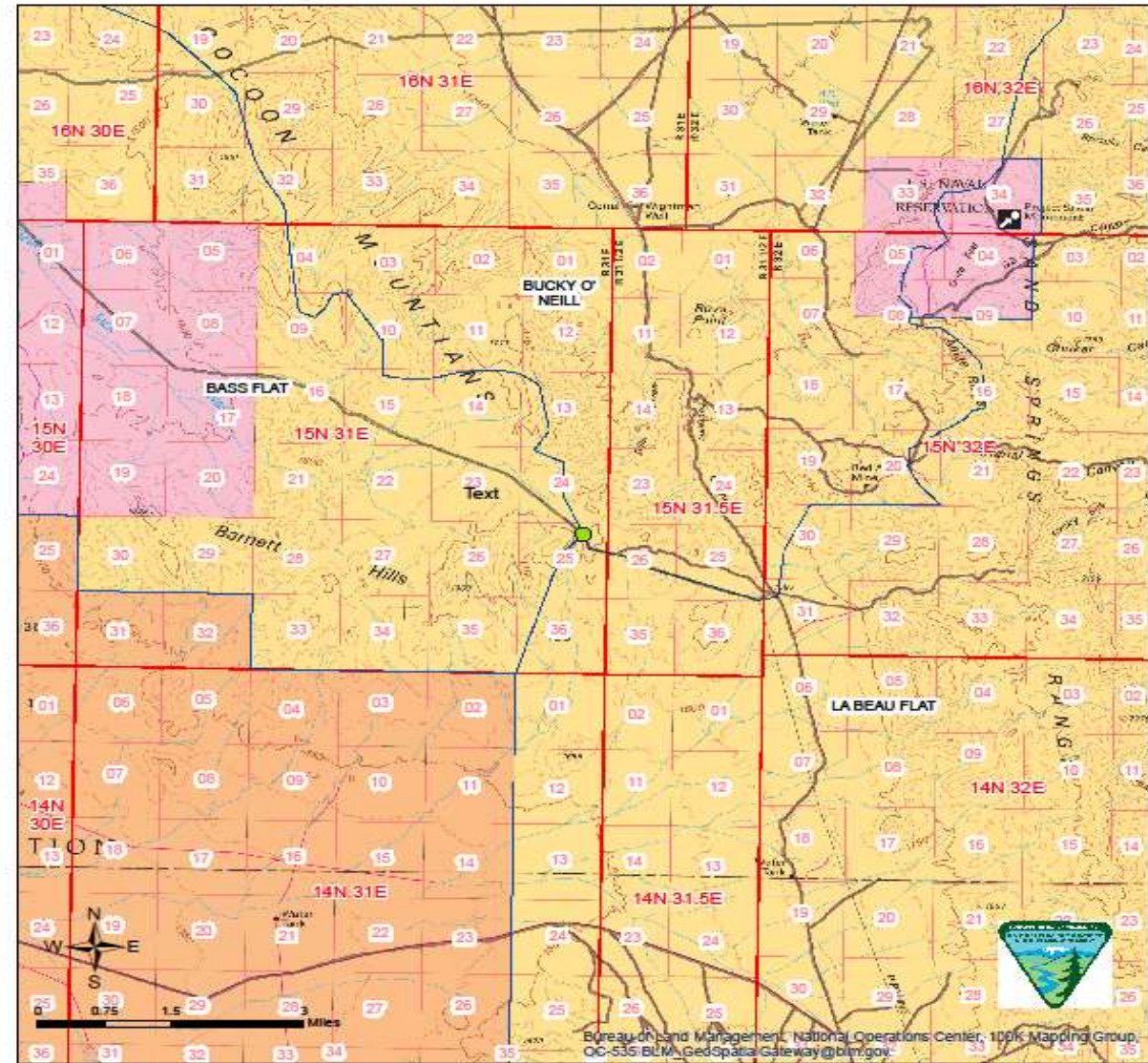
• *Edwards Porter Grazing Permit Renewal*

- Stay Request received by Wildlands Defense/Lara Leigh
- BLM response submitted to ALJ 8/23
- Awaiting ALJ's Decision

• *La Beau Flat Cattleguard Proposal*

- Cattleguard to be installed on Paiute Pipeline Rd, Diamond Field Jack Wash
- Current road maintenance responsibilities and future CG maintenance STBD

Proposed La Beau Flat-Bass Flat Cattle Guard



USGS 100K Quad: Fallon
T15N R31E Sec. 25 NE 1/4

Legend

- Proposed Cattle Guard
- Roads
- Grazing Allotment Polygons

Item 26.

CHURCHILL COUNTY

- **Recreation**

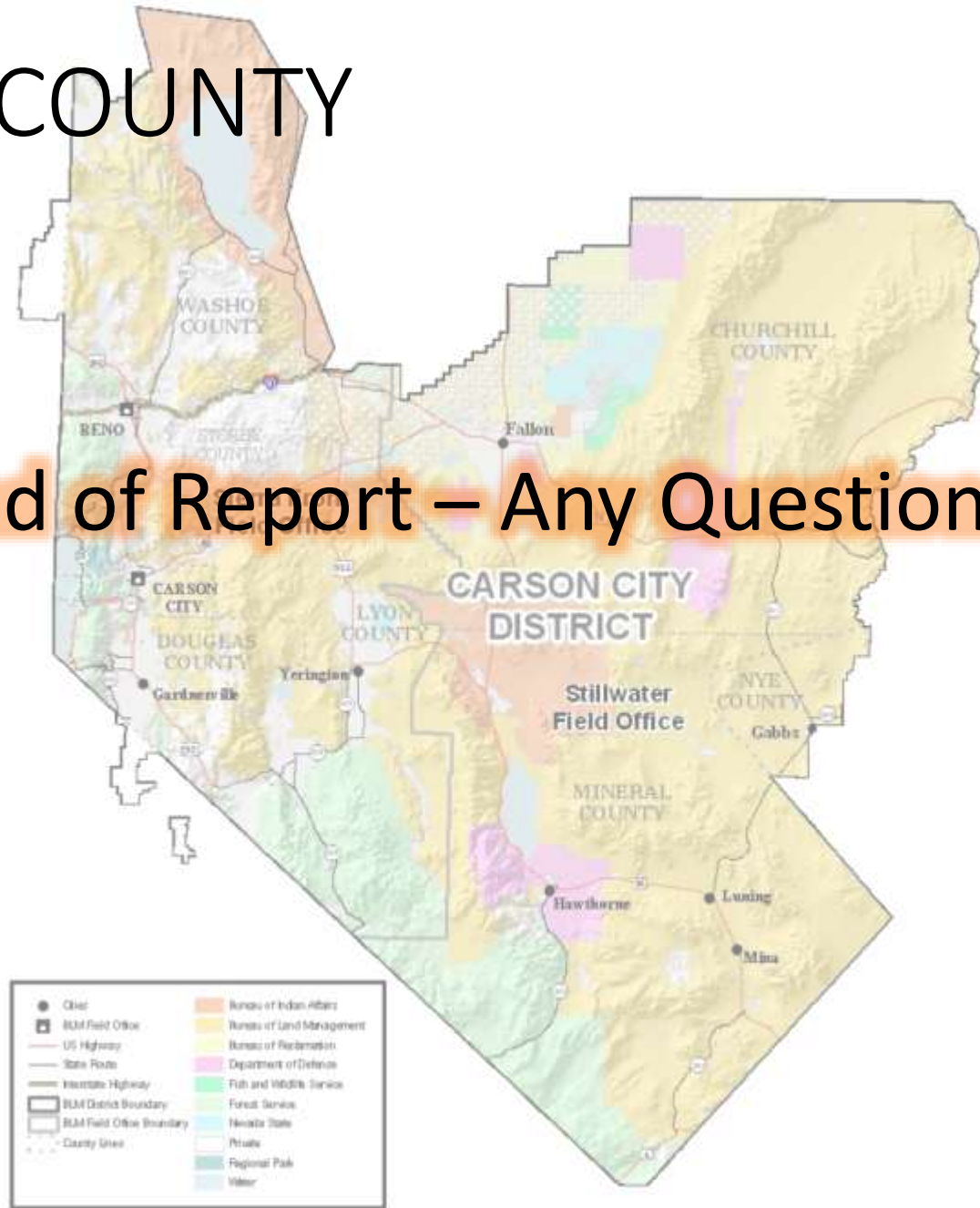
- ***V2R Post Race Report***

- Bonnie Claire (Start) to Redlich is done
- North end road work has been hampered by smoke and the death of a BITD employee assigned road rehab work.
- Road rehab work planned to be done by 9/13
- BITD is working w/VORRA on a segment that overlaps VORRA races in Yerington area.



CHURCHILL COUNTY

• End of Report – Any Questions?





CHURCHILL COUNTY AGENDA REPORT

Item 27.

Date Submitted: August 30, 2021

Meeting Date Requested: September 15, 2021

To: Board of County Commissioners

From: Pamela D. Moore, Deputy Clerk to the Board

Subject Title: Quarterly Jail Inspection of the Churchill County Law Enforcement Facility pursuant to NRS 211.020 to inquire into the security of the jail and treatment and condition of the prisoners.

Type of Action Requested: None; jail inspection will be done.

Does this action require a Business Impact Statement? No.

Recommend Board Action: None; jail inspection will be conducted.

Discussion: Pursuant to NRS 211.020, the Commissioners shall conduct the Quarterly Jail Inspection at the Churchill County Law Enforcement Facility upon the close of the meeting to inquire into the security of the jail and treatment and condition of the prisoners. A separate report of such inspection will be completed and recorded following the inspection.

Alternatives: N/A

Fiscal Impact: N/A

Explanation of Impact: N/A

Funding Source: N/A

Prepared By: Pamela D. Moore, Deputy Clerk to the Board

Reviewed By: Jim R. Barbee, County Manager

Benjamin Shawcroft, Chief Deputy DA

Sherry Wideman, Comptroller

The submission of this agenda report by county officials is not intended, necessarily, to reflect agreement as to a particular course of action to be taken by the board; rather, the submission hereof is intended, merely, to signify completion of all appropriate review processes in readiness of the matter for consideration and action by the board.