Douglas County

Board of County Commissioners
Public Meeting Notice and Agenda

Mark Gardner
Sharla Hales
Walt Nowosad
Wesley Rice
Danny Tarkanian

Thursday, October 3, 2024 **10:00 AM** **Historic Courthouse**
1616 Eighth Street
Minden, Nevada 89423

The Board of County Commissioners sit jointly as the following boards: Liquor Board, License Board, Tahoe-Douglas Transportation District Board, Water District Board, and the Redevelopment Agency. Agenda items may be taken out of order, may be combined for consideration, or may be removed from the agenda at any time. All items designated "for possible action" may include discussion by the County Commissioners and they may take action to approve, modify, deny, take "no action," or continue the item.

To Watch the Meeting: Members of the public may click on the following link to watch the livestream of the Board of County Commissioners meeting: **https://www.youtube.com/@douglascountynevada**

Written Public Comment: To offer public comment before the Board meeting, members of the public may submit public comments online through the County's public comment form by clicking on the following link:
https://www.douglascountynv.gov/government/board_of_county_commissioners/public_comment

Public Comment During the Meeting: Members of the public may attend the meeting in person at the address listed at the top of the agenda to provide public comment.

Supporting Materials:
Copies of supporting material can be requested in person from the Douglas County Clerk/Treasurer's Office, 1616 8th Street, Minden, Nevada or by calling Nicki Leeper at 775-782-9014. Electronic copies of the agenda and supporting materials are also available at the following websites:

State of Nevada Public Notices Website: https://notice.nv.gov/
Douglas County Meeting website: https://douglascountynv.granicus.com/ViewPublisher.php?view_id=1

Notice to Persons with Disabilities:
Members of the public who are disabled or require special assistance or accommodations are requested to notify the Douglas County Manager's Office in writing at Post Office Box 218, Minden, Nevada 89423 or by calling 775-782-9821 at least 20 hours in advance of the meeting.

Members of the public may call the County Manager's office at 775-782-9821 to obtain help making public comment using any of the foregoing methods.

A copy of the finalized agenda is posted at the Minden Inn at 1594 Esmeralda Avenue, Minden Nevada.

DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS

FINAL AGENDA

October 3, 2024

LUNCH BREAK
The Board of County Commissioners may break for lunch at approximately noon and will reconvene after a break at the discretion of the Chairperson.

CALL TO ORDER

PLEDGE OF ALLEGIANCE
Led by Commissioner Mark Gardner.

PUBLIC COMMENT (No Action)
Forum Restrictions and Orderly Conduct of Business
The Board of County Commissioners conducts the business of Douglas County and its citizens during its meetings. The Board may impose reasonable, content-neutral restrictions on public comment such as comments that are on topics that are not within the jurisdiction, authority, or control of the Board of County Commissioners, or if the content of the comment is willfully disruptive of the meeting by being irrelevant, repetitious, slanderous, offensive, inflammatory, irrational, or amounts to a personal attack or interfering with the rights of other speakers. The presiding officer may order the removal of any person whose statement or other conduct disrupts the orderly, efficient or safe conduct of the meeting. Warnings against disruptive comments or behavior may or may not be given prior to removal. Hand clapping, making remarks or gestures from the audience that may interrupt, interfere or prevent any speaker from commenting should not occur.

Responses to Public Comments
The Board of County Commissioners can deliberate or take action only if a matter has been listed on an agenda properly posted prior to the meeting. During the public comment period, speakers may address matters listed or not listed on the published agenda as long as those matters are within the jurisdiction and control of the Board of County Commissioners. The Open Meeting Law does not expressly prohibit responses to public comments by the Commissioners. However, responses from Commissioners to unlisted public comment topics could become deliberation on a matter without notice to the public. On the advice of legal counsel, and to ensure the public has notice of all matters the Board of County Commissioners will consider, Commissioners may choose not to respond to public comments, except to correct factual inaccuracies, ask clarifying questions, or to ask that a matter be listed on a future agenda.

Public comment is limited to three minutes per speaker unless additional time is granted by the Board Chairperson. The Board of Commissioners uses timing lights to ensure that everyone has an opportunity to speak. You will see a green light when you begin, and then a yellow light which indicates that you have thirty seconds left and should conclude your comments. Once the light turns red, please sit down.

In addition to opening public comment, public comment will also be taken on administrative agenda items that are identified for possible action and closing public comment. If you plan to speak on a specific agenda item that is on the administrative agenda and identified for possible action, then please provide your public comment when that agenda item is heard. Public comment will not be taken on Liquor Board agenda items. If you would like to provide public comment on Liquor Board

agenda items, please provide your public comment during opening public comment or closing public comment.

Public comment must be limited to matters that are within the jurisdiction and control of the Board of County Commissioners. Public comment must be addressed to the Chairperson and not to members of the public so that the Board may take future action on the issues that are raised by the public.

At this time, public comment will be taken on those items that are within the jurisdiction and control of the Board of County Commissioners.

APPROVAL OF AGENDA
For possible action. Approval of the proposed agenda. The Board of Commissioners reserves the right to take items in a different order to accomplish business in the most efficient manner, to combine two or more agenda items for consideration, and to remove items from the agenda or delay discussion relating to items on the agenda.

RECESS AS BOARD OF COUNTY COMMISSIONERS CONVENE AS DOUGLAS COUNTY LIQUOR BOARD

DOUGLAS COUNTY LIQUOR BOARD

I. For possible action. Discussion to approve the addition of Key Employee Jeremiah Jordy to the existing package retail liquor license for Walmart Incorporated, dba Walmart Supercenter #1648. Jeremiah Jordy has signed a Waiver of Notice of Hearing. Walmart Incorporated, dba Walmart Supercenter #1648, is located 3770 North Highway 395 Carson City, Nevada 89705. (Captain Storke)

ADJOURN AS DOUGLAS COUNTY LIQUOR BOARD RECONVENE AS BOARD OF COUNTY COMMISSIONERS

CONSENT CALENDAR
Items appearing on the Consent Calendar are items that can be adopted with one motion unless an item is pulled by a Commissioner or a member of the public. Members of the public who wish to have a consent item placed on the Administrative Agenda shall make that request during the public comment section at the beginning of the meeting and specifically state why they are making the request. If items are pulled for discussion by a vote of the Board of County Commissioners, they will automatically be placed on the Administrative Agenda to be heard at the discretion of the Chairperson or may be continued until another meeting.

Motion to approve the Consent Calendar items as presented. **A-Q**

A. For possible action. Discussion on the purchase of six Motorola radio interface cables necessary for the County's Radio Upgrade Project from JPS Interoperability Solutions, Inc. for $2,160 and authorize the County Manager to execute any required documents. (Brent Finster)

B. For possible action. Discussion on the Outdoor Festival Permit application submitted by Neva One LLC for the Golden Nugget New Year's Celebration to be held December 31, 2024, from 8:00 PM to 12:30 AM, January 1, 2025, at 50 HWY 50, Stateline, Nevada. (Amy Burgans)

C. For possible action. Discussion to approve the updated Douglas County Plan for the Provision of Indigent Defense Services. (Wendy Lang)

D. For possible action. Discussion to: 1. Accept a $238,000 Douglas Area Rural Transit (DART) grant award to purchase two new buses for the DART program; and 2. Adopt **Resolution 2024R-114**, which augments the budget in the Senior Services fund to account for the grant award. (Geoff Bonar)

E. For possible action. Discussion to approve the addition of one Park Ranger position utilizing funds previously allocated to temporary Parks Maintenance Assistants. (Ryan Stanton)

F. For possible action. Discussion to adopt **Resolution 2024R-101**, which augments the Fiscal Year 2024-25 budget in the Senior Services Fund to account for the Aging and Disability Services (ADSD) Homemaker Grant Award. (Geoff Bonar)

G. For possible action. Discussion on the purchase of repeaters for the Douglas County's Public Safety Radio Upgrade Project from Sierra Electronics for $283,859.10 and authorize the County Manager to execute any required documents. (Brent Finster)

H. For possible action. Discussion to approve revisions to Douglas County Policy 100.08 -- Community Grants. (Kathy Lewis)

I. For possible action. Discussion to approve a request from Steve Kaplan to waive his August 2024 Room Tax Penalty and Interest for late payment, in the amount of $1,454.16, for the Vacation Home Rental located at 650 Tina Court. (Kathy Lewis)

J. For possible action. Discussion to adopt **Resolution 2024R-105** augmenting the Fiscal Year 2024-25 County Construction Fund budget by $2,715,813 for construction costs of the Douglas County Justice Center. (Kathy Lewis)

K. For possible action. Discussion to approve Fiscal Year 2024-25 budget transfers of $40,000 in the General Fund; $320,000 in the Cooperative Extension Fund; $100,000 in the Room Tax Fund; $75,000 in the 911 Emergency Services Fund; and $50,000 in the Douglas County Water Fund. (Kathy Lewis)

L. For possible action. Discussion to accept the auditor's report on Douglas County's general ledger cash balances through August 31, 2024, per Nevada Revised Statute 251.030. (Kathy Lewis)

M. For possible action. Review and discussion to accept the Fiscal Year 2023-24 Third Quarter Surprise Cash Count Audit Final Report as recommended by the Audit Committee. (Kathy Lewis and Moss Adams)

N. For possible action. Review and discussion to accept the Fiscal Year 2023-24 Fourth Quarter Surprise Cash Count Audit Final Report, as recommended by the Audit Committee. (Kathy Lewis and Moss Adams)

O. For possible action. Review and discussion to accept the Procurement Control Testing Final Report, as recommended by the Audit Committee. (Kathy Lewis and Moss Adams)

P. For possible action. Discussion to: 1. Accept a $107,182.77 Grant Award from the State of Nevada, Department of Health & Human Services, Aging & Disability Services Division (ADSD) Office of Community Living for the grant period of July 1, 2024, through June 30, 2025; 2. Adopt **Resolution 2024R-102** augmenting the Fiscal Year 2024-25 budget in the amount of the grant award; and 3. Authorize the County Manager to sign any required documents. (Nicole Thomas)

Q. For possible action. Discussion to approve $1,033 in additional funding from the U.S. Department of Justice, Drug Enforcement Administration (DEA) Tactical Diversion Task Force, available from October 1, 2024, to September 30, 2025, to reimburse the overtime wages of a Douglas County Sheriff's Office Deputy assigned to work with the DEA on the Tactical Diversion Task Force; and adopt **Resolution 2024R-111** augmenting the Sheriff's Office budget in this amount. (Undersheriff Elges)

ADMINISTRATIVE AGENDA

The Chairperson will read the agenda title into the public record and will have the discretion to determine how the item will be presented. Agenda items may be considered ahead of or after the schedule indicated by this agenda. Public comment will be taken on items that are identified for possible action.

NOTICE: Administrative Agenda Item 5 will not be heard by the Board until after 1:00pm.

CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION

1. For presentation only. Presentation of **Proclamation 2024P-113** declaring October 2024 as Breast Cancer Awareness Month. (Commissioner Gardner)

2. For presentation only. Ceremonial presentation of an employee service award to Melissa Johnson for 20 continuous years of service to Douglas County. (Kathy Lewis)

3. For possible action. Discussion to approve the addition of one full-time equivalent (FTE) position to the Public Guardian's Office, a Deputy Public Guardian position (Pay Grade 110) at a cost of $108,359.69. (Brook Adie)

4. For possible action. Discussion to approve the Fiscal Year 2024-25 Internal Audit Program as recommended by the Audit Committee. (Kathy Lewis and Moss Adams)

5. For possible action. Discussion to approve an agreement between Douglas County and Knox Excavating Inc. to address public health and safety concerns and to pay a percentage of gross proceeds from mining operations to help maintain Johnson Lane and mitigate the impacts of the mine in the area and to withdraw Douglas County's appeal of the BIA Western Regional Director’s decision to issue a Finding of No Significant Impact (FONSI) dated August 26, 2024, and any other related County appeal. If the proposed agreement is approved, the County will not adopt Ordinance 2024-1641 which proposed certain traffic control restrictions on a section of Johnson Lane. (Jenifer Davidson)

6. For presentation only. Announcements/reports/updates from County Commission members including updates on the various boards and/or commissions that they may be a member of or a liaison to, or any other meetings/functions they have attended, and any request by a Commissioner for discussion of a future agenda item. (Chairman Rice)

CLOSING PUBLIC COMMENT (No Action)
At this time, public comment will be taken on those items that are within the jurisdiction and control of the Board of Commissioners or those agenda items where public comment has not already been taken.

ADJOURNMENT

AGENDA ITEM NO. I.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: October 3, 2024

TIME REQUIRED:

AGENDA: **DOUGLAS COUNTY LIQUOR BOARD**

TITLE:
For possible action. Discussion to approve the addition of Key Employee Jeremiah Jordy to the existing package retail liquor license for Walmart Incorporated, dba Walmart Supercenter #1648. Jeremiah Jordy has signed a Waiver of Notice of Hearing. Walmart Incorporated, dba Walmart Supercenter #1648, is located 3770 North Highway 395 Carson City, Nevada 89705. (Captain Storke)

RECOMMENDED MOTION:
Approve the addition of Key Employee Jeremiah Jordy to the existing package retail liquor license for Walmart Incorporated, dba Walmart Supercenter #1648, as presented.

FINANCIAL IMPACT:
$109.75 collected towards general fund revenue account 101.000.341.211 applicants license fee.

BACKGROUND:
Mr. Jeremiah Jordy has signed a Waiver of Notice of Hearing and has cleared her background check for Walmart Incorporated dba Walmart Supercenter #1648. Walmart Incorporated dba Walmart Supercenter #1648, is located 3770 North Highway 395 Carson City, Nevada 89705.

ATTACHMENTS:

AGENDA ITEM NO. A.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: October 3, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion on the purchase of six Motorola radio interface cables necessary for the County's Radio Upgrade Project from JPS Interoperability Solutions, Inc. for $2,160 and authorize the County Manager to execute any required documents. (Brent Finster)

RECOMMENDED MOTION:
Authorize the purchase of six Motorola radio interface cables necessary for the County's Radio Upgrade Project from JPS Interoperability Solutions, Inc. for $2,160 and authorize the County Manager to execute any required documents.

FINANCIAL IMPACT:
$2,160.00 from Project 22Z29.22.

BACKGROUND:
This purchase is needed as part of the Douglas County's Radio Upgrade Project. The County has already spent more than $100,000 with JPS Interoperability for various parts for the Radio Upgrade Project.

ATTACHMENTS:
JPS Quote# 7964.pdf

Quote

Quote #	7964

REMIT PAYMENT TO:
ATTN: LYNDA COLBERT

JPS Interoperability Solutions, Inc.
5800 Departure Drive | Raleigh, NC 27616 USA
P: 919.790.1011 | F: 919.865.1400

Bill to Name/Address	Ship To Name/Address
Douglas County Department of Emergency Management PO Box 218 Minden, NV 89423 US Brent Finster	Emergency Communications - Douglas County Brent Finster 1615 8th St. Minden, NV 89423 USA 775-782-9977

Primary Salesperson:	SL			Discount %	LIST PRICE
Terms	Date	Expiration Date	Ship VIA	Shipping Term	End User
Net 30	8/28/24	10/27/24	UPS GND PPD	FCA RALEIGH	Douglas County NV

Item	Description	Qty	U/M	Rate	Amount
5961-291262-02	CABLE - MOTOROLA RADIO INTERFACE - APX6500/7500 2 Foot	6	ea	360.00	2,160.00
Shipping On JPS Ac...	Shipping On JPS Account - Shipping may not be included in this Quote/Order - it will be added when invoiced. The customer can specify the carrier and/or ship on their account. JPS will use UPS unless the customer requests otherwise.	1	ea	0.00	0.00
TRACKING NUMBER		1	ea	0.00	0.00

Applicable taxes and freight, if any, may or may not be included in this quote.

This statement only applies to orders coming directly or indirectly from the US Federal Government: "As JPS Interoperability Solutions is a small business concern, pursuant to FAR 52.232-40, we request accelerated payment of our invoice. Please confirm approval of this request."

JPS Interoperability Solutions, Inc. adds an additional fee when paying by credit card. We charge a 3% fee on credit card amounts starting at $5,000 and up. We encourage our customers to pay using ACH/EFT through your bank or eCheck via QuickBooks using the View & Pay Invoice link at the bottom of the invoice.

Bonnie Harward, bonnie.harward@jps.com, 919-865-1216. Freight not included, see attached T+C.

Total

JPS INTEROPERABILITY SOLUTIONS, INC. is recognized and registered in SAM as a certified small business concern. Registered as follows: CAGE CODE – 7LW62, DUNS – 080220623, Federal Tax ID – 81-2123251

THE TERMS OF SALE HEREIN ARE INCOTERMS 2020

These commodities, technologies, or software were exported from the United States in accordance with the export administration regulations. Diversion contrary to U.S. law is prohibited.

Quote

Quote #	7964

REMIT PAYMENT TO:
ATTN: LYNDA COLBERT

JPS Interoperability Solutions, Inc.
5800 Departure Drive | Raleigh, NC 27616 USA
P: 919.790.1011 | F: 919.865.1400

Bill to Name/Address	Ship To Name/Address
Douglas County Department of Emergency Management PO Box 218 Minden, NV 89423 US Brent Finster	Emergency Communications - Douglas County Brent Finster 1615 8th St. Minden, NV 89423 USA 775-782-9977

Primary Salesperson:	SL			Discount %	LIST PRICE
Terms	Date	Expiration Date	Ship VIA	Shipping Term	End User
Net 30	8/28/24	10/27/24	UPS GND PPD	FCA RALEIGH	Douglas County NV

Item	Description	Qty	U/M	Rate	Amount
INCO	THE TERMS OF SALE HEREIN ARE INCOTERMS 2020. Unless expressly stated otherwise, JPS ships per Incoterms 2020 FCA Raleigh, which means that ownership transfers to Buyer when the product is loaded onto the carrier at JPS's factory in Raleigh, North Carolina; the total invoiced amount is Buyer's risk during shipment and is not insured by JPS (Buyer may purchase insurance to cover said risk – please advise if you would like to purchase the insurance).			0.00	0.00
Contact Name	Brent Finster			0.00	0.00
Contact Email	bfinster@douglasnv.us			0.00	0.00
Contact Phone	(775) 782-9977			0.00	0.00

Applicable taxes and freight, if any, may or may not be included in this quote.

This statement only applies to orders coming directly or indirectly from the US Federal Government: "As JPS Interoperability Solutions is a small business concern, pursuant to FAR 52.232-40, we request accelerated payment of our invoice. Please confirm approval of this request."

JPS Interoperability Solutions, Inc. adds an additional fee when paying by credit card. We charge a 3% fee on credit card amounts starting at $5,000 and up. We encourage our customers to pay using ACH/EFT through your bank or eCheck via QuickBooks using the View & Pay Invoice link at the bottom of the invoice.

Bonnie Harward, bonnie.harward@jps.com, 919-865-1216. Freight not included, see attached T+C.

Total $2,160.00

JPS INTEROPERABILITY SOLUTIONS, INC. is recognized and registered in SAM as a certified small business concern. Registered as follows: CAGE CODE – 7LW62, DUNS – 080220623, Federal Tax ID – 81-2123251

THE TERMS OF SALE HEREIN ARE INCOTERMS 2020

These commodities, technologies, or software were exported from the United States in accordance with the export administration regulations. Diversion contrary to U.S. law is prohibited.

AGENDA ITEM NO. B.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: October 3, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion on the Outdoor Festival Permit application submitted by Neva One LLC for the Golden Nugget New Year's Celebration to be held December 31, 2024, from 8:00 PM to 12:30 AM, January 1, 2025, at 50 HWY 50, Stateline, Nevada. (Amy Burgans)

RECOMMENDED MOTION:
Approve the Outdoor Festival Permit for the Golden Nugget New Year's Celebration subject to the stated conditions/comments by the reviewing departments.

FINANCIAL IMPACT:
None

BACKGROUND:
Attached is the Outdoor Festival Permit submitted by Mike Frates for Golden Nugget New Year's Celebration to be held December 31, 2024, from 8:00 PM to 12:30 AM, January 1, 2025, at 50 HWY 50, Stateline, Nevada. Department comments and conditions, if any, are attached and incorporated herein.

ATTACHMENTS:
Application Packet.pdf
Approval Packet.pdf

DOUGLAS COUNTY OUTDOOR FESTIVAL LICENSE APPLICATION

1. **APPLICATION AND FEES.** This application is for outdoor events with attendance of 500 or more persons on any one day of the event. There is a $100.00 **nonrefundable** application fee. No application fee is required when the applicant is a Douglas County based charitable or nonprofit organization in good standing or when the applicant is an agency or department of the County. **INFORMATION GIVEN IN THIS APPLICATION WILL BE MADE AVAILABLE TO THE PUBLIC**.

2. **DEADLINE.** All applications must be submitted at least **sixty (60) days** in advance of the event. With good cause shown and approval from the Clerk/Treasurer, in cases of emergency or extenuating circumstances, applications may be submitted not less than twenty-five (25) days in advance of the event. For special approval, email boardclerk@douglasnv.us prior to submitting application.

3. **INSURANCE.** The Outdoor Festival application will not be accepted unless the applicant has furnished proof of insurance coverage that identifies County, it's officers, agendas, employees and volunteers as additional insured in an amount of not less than one million dollars for normal events or two million dollars for high risk events as determined by the County.

4. **CONDITIONS.** All conditions for approval imposed under Douglas County Code § 5.12 must be met before issuance of the Outdoor Festival license.

5. **APPROVAL AND AGENCY SIGN-OFFS.** The application will be reviewed by appropriate county agencies who shall investigate the application and report to the clerk with appropriate concerns. The completed application and agency approvals or concerns must be heard by the Board of County Commissioners for approval or denial. It is the responsibility of the applicant to reach out to county agencies for clarification on any issues identified.

6. **ISSUANCE OF LICENSE.** It is the responsibility of the applicant to ensure that the event was approved by the Board of County Commissioners and to follow up on any conditions set by the various agencies within the county that were submitted to the Board of County Commissioners.

OUTDOOR FESTIVAL EVENT LICENSE CHECKLIST

Materials required for submittal:

☑ $100 non-refundable application fee – check(s) made payable to "Douglas County"

-OR-

☐ Articles of Incorporation if waiver of application fee due to being a Douglas County Nonprofit

-OR-

☐ Applicant is a Douglas County agency or department

AND:

☑ Completed application

☐ Financial statement of the licensee (if applicable)

☑ Proof of Insurance

☑ Permits required by other governmental agencies (if applicable)

☑ Plot plan showing arrangement of facilities and parking, egress and ingress

DOUGLAS COUNTY OUTDOOR FESTIVAL LICENSE APPLICATION

OUTDOOR FESTIVAL LICENSE APPLICATION

Application Date: 8/ 5/24

Name of Event: Golden Nugget New Years celebration

Location of Event: 50 HWY 50 Stateline NV 89449
(Address or Legal Description)

Applicant's name: Neva One LLC

Mailing address: 6426 Stateline NV 89449
Street or P.O. Box City State Zip Code

Email Address: mike.frates@gnltn.com

Phone #(s): 5303183917 (Business) _____ (Cell)

Is the applicant a(n): ☑ Corporation ☐ Partnership ☐ Individual ☐ Other

If corporation or partnership, please list corporate officers or partners:

Name	Address	Title
Mike Frates, Facility Director		

Description of Event: Our annual new years eve party. DJ on upper patio. Live music. Fireworks.

Date(s) of Event: ~~12/15/24 - 1/1/24~~ 12-31-24 - 1-1-25 Hours of operation: 8pm to 12:30am

Will an admission fee be charged for your event? ☐ Yes; $ Amount: _____ ☑ No

Number of tickets and/or passes available: _____

DOUGLAS COUNTY OUTDOOR FESTIVAL LICENSE APPLICATION

List approximate number of participants: 1

List approximate number of spectators: 1200

List expected peak number of spectators: 1200

Will alcoholic beverages be served? ☑ Yes ☐ No
(all liquor vendors must be individually licensed with Douglas County Sheriff's Office)

Will food and/or beverages be served? ☑ Yes ☐ No
(all concessionaires must be licensed and operate under a valid health department permit pursuant to NRS chapter 446.)

Will there be live music? ☑ Yes ☐ No
- If Yes, Name of Performer(s) _____ Type of Music _____

INSURANCE:

Name of Insurer: ACORD

Limits of liability: see attached cert

Address of Insurer: 500 dallas st suite 1500 Houstor
Street City State Zip code

Policy number: 1000100053231

I, the undersigned, have answered all questions in this application and to the best of my knowledge all answers are true and correct. I further understand that disclosure of any false, misleading or incorrect answers could result in the denial of the permit. The filing of the application does not authorize the conducting of any business for which a permit is required, and any carrying on of such business before a permit is issued may also be grounds for denial of a permit.

Signature of Applicant

6-3-24
Date

Mike Frates
Name of Applicant

mike.frates@gnltn.com
Contact Email Address

DOUGLAS COUNTY OUTDOOR FESTIVAL LICENSE APPLICATION

FESTIVAL PLANS:

(MUST BE COMPLETED - ATTACH ADDITIONAL PAGES IF NECESSARY)

Detailed explanation of the applicant's plans to provide law enforcement protection; water facilities; food concessions; toilet facilities; trash cans and litter; medical facilities; fire protection; parking areas, access and parking control; maintenance of a headquarters or providing contact information; if it is proposed or expected that spectators or participants will remain at night or overnight, the arrangements for illuminating the premises and for camping or similar facilities; and what provisions shall be made for numbers of spectators in excess of the estimate. Applicant may submit a plot plan showing arrangement of the facilities including those for parking, egress and ingress shall be submitted with the application. (§ 5.12.040)

Describe law enforcement protection plan (§ 5.12.120(A))

New Years DCSO command center on property.

Describe plan for location and supply of water facilities (§ 5.12.120(B))

bottled water available at request

Describe food concessions plan (§ 5.12.120(C))

Food on Sai Grass Patio. pre fixed menu

Describe toilet facilities plan (§ 5.12.120(D))

Bathrooms in facility

Describe trash cans and litter plan (§ 5.12.120(E))

15 45 gallion trash cans around the event. As well as a open top dumpster

Describe medical facilities plan (§ 5.12.120(F))

Tahoe Douglas Fire on property in command center

DOUGLAS COUNTY OUTDOOR FESTIVAL LICENSE APPLICATION

Describe fire protection plan (§ 5.12.120(G))
Tahoe Douglas Fire on property in command center

Describe parking areas, access and parking control plan (§ 5.12.120(H))
1500 parking spot around property

Describe location of on-site headquarters or contact information (§ 5.12.120(J))
above salt grass restaurant

Describe illumination plan (§ 5.12.120(K))
lighting supplied by vendor.

Describe overnight camping facilities plan (§ 5.12.120(L))
NA

Describe communication system plan (§ 5.12.120(Q))
Motorola radio system

What provisions will be made for numbers of spectators in excess of the estimate (§ 5.12.040)
NA

Attach a plot plan showing arrangement of the facilities including those for parking, egress and ingress. (§ 5.12.040)

DOUGLAS COUNTY OUTDOOR FESTIVAL LICENSE APPLICATION

CONTRIBUTORS & INVESTORS LIST

Please list anyone who has contributed, invested or who has a financial interest greater than $500.
Use additional sheets if necessary.

Investor's name: _____

Mailing address: _____
Street or P.O. Box City State Zip Code

Email Address: _____

Phone #(s): _____ (Business) _____ (Cell)

Investor's name: _____

Mailing address: _____
Street or P.O. Box City State Zip Code

Email Address: _____

Phone #(s): _____ (Business) _____ (Cell)

Investor's name: _____

Mailing address: _____
Street or P.O. Box City State Zip Code

Email Address: _____

Phone #(s): _____ (Business) _____ (Cell)

Investor's name: _____

Mailing address: _____
Street or P.O. Box City State Zip Code

Email Address: _____

Phone #(s): _____ (Business) _____ (Cell)

DOUGLAS COUNTY OUTDOOR FESTIVAL LICENSE APPLICATION

PROPERTY OWNER AFFIDAVIT

STATE OF NEVADA)
) ss:
COUNTY OF DOUGLAS)

I, Jason Sides being duly sworn, depose, and say that I am an owner* of property involved in this application, that the applicant has my full permission to use the property and that the foregoing statements and answers herein contained and the information herewith submitted are in all respects complete, true and correct to the best of my knowledge and belief.

Location of Event: 50 US Highway 50, Stateline NV 89449
Address or Legal Description

Signed _____

Subscribed and sworn to before me this 16 day of August, 2024.

*Owner refers to the following. Please mark the appropriate box.

☐ OWNER/JOINT OWNER

☒ CORPORATE OFFICER/PARTNER

☐ POWER OF ATTORNEY (Provide copy of Power of Attorney)

☐ AGENT (Notarized letter from property owner giving legal authority to agent)

☐ LETTER FROM GOVERNMENT AGENCY WITH STEWARDSHIP

_____
Douglas County Clerk's Office

~OR~

_____
Notary Public in and for said county and state

LINDA HUNT
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 001-25-2026
Certificate No: 22-2287-05

1-25-2026
My commission expires

DOUGLAS COUNTY OUTDOOR FESTIVAL LICENSE APPLICATION

INSURANCE, HOLD HARMLESS & INDEMNIFICATION REQUIREMENTS FOR AN OUTDOOR FESTIVAL LICENSE APPLICATION

Pursuant to Douglas County Code §5.12, any applicant for a Douglas County Outdoor Festival license must ensure the following requirements are met to the satisfaction of Douglas County before the Outdoor Festival license may be issued.

INDEMNIFICATION & HOLD HARMLESS

As respects acts, errors or omissions relating to the event, APPLICANT agrees to indemnify and hold harmless COUNTY, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, liability or consequential damages of any kind or nature arising directly or indirectly out of the event or any activity leading up to, during, or following the event, excepting those which arise out of the sole negligence of the COUNTY. APPLICANT further agrees to defend COUNTY and assume all costs, expenses and liabilities of any nature to which COUNTY may be subjected as a result of any claim, demand, action or cause of action arising out of the negligent acts, errors or omissions of APPLICANT or its agents concerning the event.

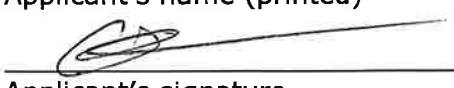
INSURANCE REQUIREMENTS

COUNTY requires that APPLICANT purchase General Liability Insurance as described below against claims for injuries to persons or damages to property which may arise from or in connection with the event by APPLICANT, its agents, representatives, or employees. The cost of all such insurance shall be borne by APPLICANT. APPLICANT shall maintain coverage and limits of not less than $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage and not less than $2,000,000 for events determined to be high risk by Douglas County. APPLICANT is required to post an indemnity bond or a performance bond in favor of the county in connection with the operation of outdoor festival for not less than $100,000. Any Douglas County department or agency required to perform an duty during the outdoor festival that results in it incurring extraordinary costs may request the clerk of the board to invoice the licensee or proceed against a bond posted.

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY prior to the event. COUNTY reserves the right to request additional documentation, financial or otherwise prior to giving its approval of the deductibles and self-insured retention and prior to issuing the license. The COUNTY prior to the change taking effect must approve any changes to the deductibles or self-insured retentions.

APPLICANT shall provide COUNTY with a certificate of insurance that identifies COUNTY, its officers, agents, employees and volunteers as additional insured.

I hereby agree to the all of the provisions stated above and have attached a copy of the Certificate of Liability Insurance:

Mike Frates	12/31/24
Name of Event	Date of Event
Mlke Frates	
Applicant's name (printed)	
	9-3-24
Applicant's signature	Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/19/2024

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
MARSH USA LLC.
500 Dallas St., Suite 1500
Houston, TX 77002
Attn: Houston.Certs@marsh.com

CN107977820-GN-Cas-23-24

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Starr Indemnity & Liability Company	38318
INSURER B : N/A	N/A
INSURER C : N/A	N/A
INSURER D : N/A	N/A
INSURER E :	
INSURER F :	

INSURED
Neva One, LLC and
Neva One PropCo LLC
50 HWY 50
Stateline, NV 89449

COVERAGES **CERTIFICATE NUMBER:** HOU-004135410-01 **REVISION NUMBER:** 1

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	X COMMERCIAL GENERAL LIABILITY			1000100053231	09/24/2023	09/24/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X SIR: $500,000						MED EXP (Any one person)	$ Excluded
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	POLICY PRO-JECT X LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
							Employee Benefits	$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N / A				E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

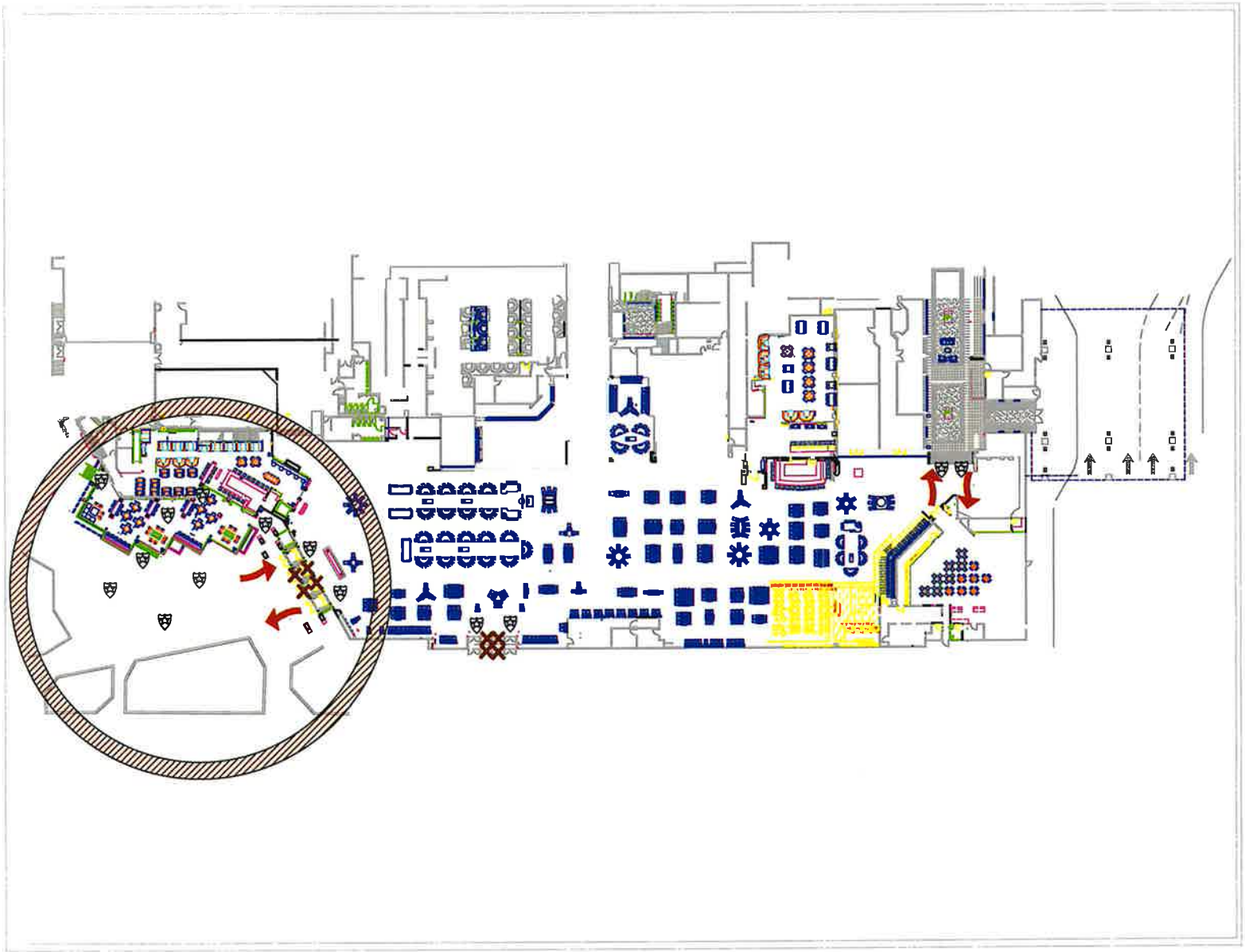
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: new years eve event. DJ Live music. Fireworks. Dates are 12/31/24 to 1/1/25
Location name/address: Golden Nugget Lake Tahoe 50 HWY 50 StateLine NV 89449

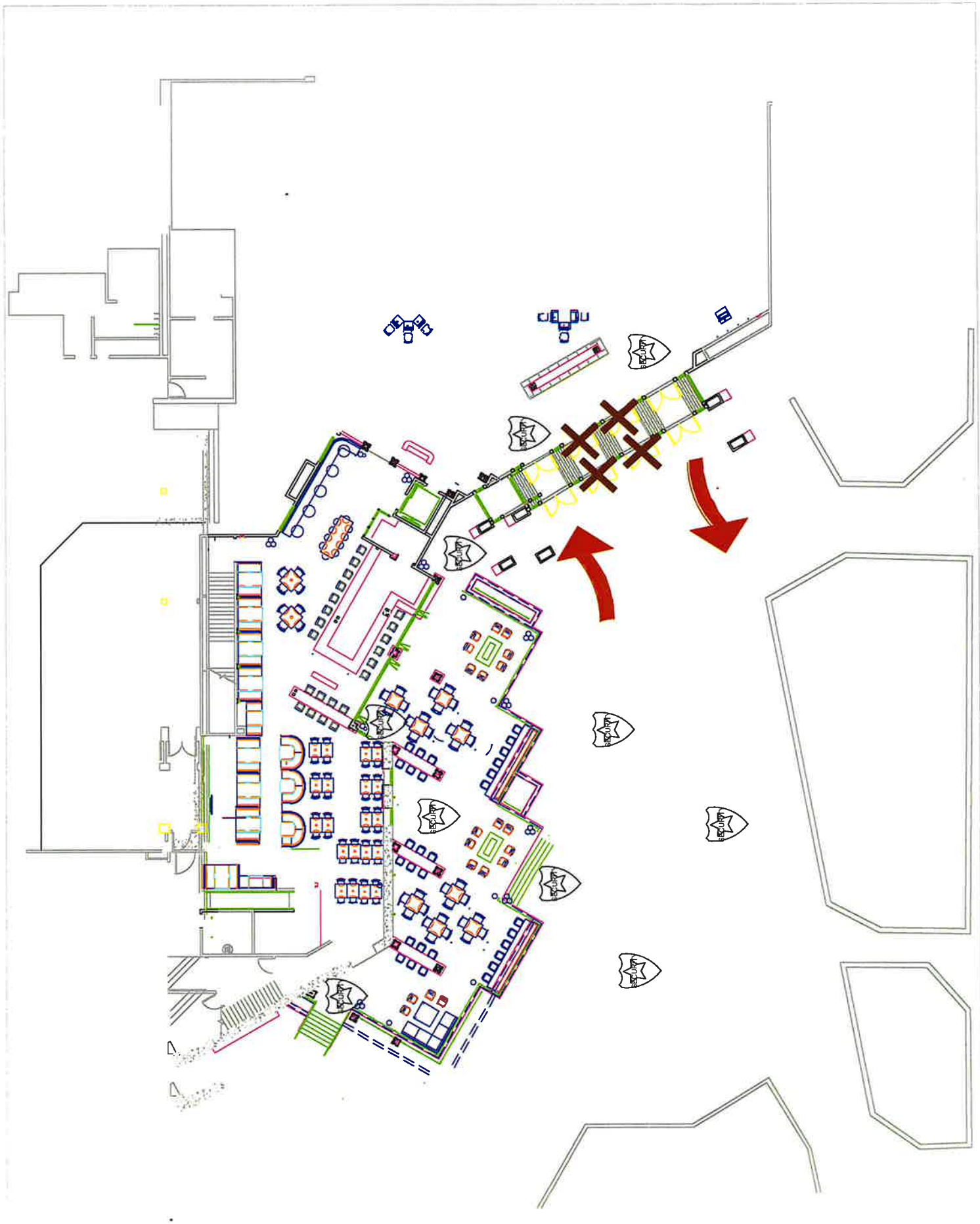
CERTIFICATE HOLDER
Douglas county
1594 Esmeralda av
Minden, NV 89423

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
Marsh USA LLC

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AMY BURGANS
CLERK-TREASURER
website: cltr.douglasnv.us

Clerk's Office *(775) 782-9014*
Treasurer's Office *(775) 782-9018*
Tahoe General Services *(775) 586-7270*

Public Hearing Within 30 Days Waiver Letter

To Whom It May Concern:

Per NRS 244.3544, I am aware that I have the right to have my outdoor festival license application presented at a regular meeting of the Board of County Commissioners within 30 days of submitting a complete application and fee, if applicable. Per this letter, I authorize the Douglas County Clerk's Office to waive the no more than 30 days requirement to allow all required Douglas County Departments adequate time needed to review the application and provide required conditions, if applicable.

Applicable Nevada Revised Statute:
NRS 244.3544 Hearing: Notice; investigation; grant, denial or conditioning of license; issuance of license.
1. Upon receipt of a complete application and the application fee, the clerk shall:
(a) Set the application for public hearing at a regular meeting of the board, not less than 15 days nor more than 30 days thereafter, and give not less than 10 days' written notice thereof to the applicant.

Name of Event: Golden Nugget New years party

Applicant Signature: _____ Date: 9-7-24

AMY BURGANS, CLERK-TREASURER
OUTDOOR FESTIVAL ENTERTAINMENT EVENT
APPROVAL FORM
775 782-9014

SUBJ: Golden Nugget New Years

EVENT DATE: December 31, 2024 - January 1, 2025

APPROVE: YES_☑_ NO_☐_

DEPOSIT RECOMMENDED: YES_☐_ NO_☑_; if yes, amount $_____

COMMENTS/CONDITIONS: Certificate of insurance reviewed. Approval is contingent on additional certificate needed that is renewed. Current certificate expires on 9/24/24. Certificate of insurance is also needed from Pyrotechnic Contractor for fireworks portion, listing Douglas County as Certificate Holder.

NAME & TITLE OF APPROVER: Megan Everett - HR Analyst

DEPARTMENT: Human Resources/Risk Management

AMY BURGANS, CLERK-TREASURER
OUTDOOR FESTIVAL ENTERTAINMENT EVENT
APPROVAL FORM
775 782-9014

SUBJ: Golden Nugget New Years

EVENT DATE: December 31, 2024 - January 1, 2025

APPROVE: YES_☑_ NO_☐_

DEPOSIT RECOMMENDED: YES_☐_ NO_☑_; if yes, amount $_____

COMMENTS/CONDITIONS: None.

NAME & TITLE OF APPROVER: Brent Finster, Emergency Communications Manager

DEPARTMENT: Dept of Emergency Management/Emergency Communications Division

AMY BURGANS, CLERK-TREASURER
OUTDOOR FESTIVAL ENTERTAINMENT EVENT
APPROVAL FORM
775 782-9014

SUBJ: Golden Nugget New Years

EVENT DATE: December 31, 2024 - January 1, 2025

APPROVE: YES_☑_ NO_☐_

DEPOSIT RECOMMENDED: YES_☐_ NO_☑_; if yes, amount $_____

COMMENTS/CONDITIONS: Noise level per TRPA Code of Ordinances

NAME & TITLE OF APPROVER: Kate Moroles-O'Neil, Planning Manager

DEPARTMENT: DC Community Development

AMY BURGANS, CLERK-TREASURER
OUTDOOR FESTIVAL ENTERTAINMENT EVENT
APPROVAL FORM
775 782-9014

SUBJ: Golden Nugget New Years

EVENT DATE: December 31, 2024 - January 1, 2025

APPROVE: YES_☑_ NO_☐_

DEPOSIT RECOMMENDED: YES_☐_ NO_☑_; if yes, amount $_____

COMMENTS/CONDITIONS: none

NAME & TITLE OF APPROVER: Ryan Stanton, Parks Superintendent

DEPARTMENT: Community Services

AMY BURGANS, CLERK-TREASURER
OUTDOOR FESTIVAL ENTERTAINMENT EVENT
APPROVAL FORM
775 782-9014

SUBJ: Golden Nugget New Years

EVENT DATE: December 31, 2024 - January 1, 2025

APPROVE: YES_☑_ NO_☐_

DEPOSIT RECOMMENDED: YES_☐_ NO_☑_; if yes, amount $_____

COMMENTS/CONDITIONS:_____
n/a
_____
_____
_____.

NAME & TITLE OF APPROVER: Ron Elges/Undersheriff

DEPARTMENT: Sheriff's Office

AMY BURGANS, CLERK-TREASURER
OUTDOOR FESTIVAL ENTERTAINMENT EVENT
APPROVAL FORM
775 782-9014

SUBJ: Golden Nugget New Years

EVENT DATE: December 31, 2024 - January 1, 2025

APPROVE: YES_☑_ NO_☐_

DEPOSIT RECOMMENDED: YES_☐_ NO_☑_; if yes, amount $_____

COMMENTS/CONDITIONS: Tahoe Douglas operational permit required. Permitee responsible for all associated standby fee's.

NAME & TITLE OF APPROVER: Kris Rowlett Fire Inspector II

DEPARTMENT: Tahoe Doulgas Fire Protection District

AGENDA ITEM NO. C.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: October 3, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion to approve the updated Douglas County Plan for the Provision of Indigent Defense Services. (Wendy Lang)

RECOMMENDED MOTION:
Approve the updated Douglas County Plan for the Provision of Indigent Defense Services as presented.

FINANCIAL IMPACT:
None

BACKGROUND:
The Nevada Board of Indigent Defense promulgated revisions to its regulations in December 2023, which prompted necessary relevant updates to the indigent defense plan for each local jurisdiction. Douglas County's Plan for the Provision of Indigent Defense Services has been updated consistent with the Permanent Regulations of the Board of Indigent Defense Services. The amended plan is attached for review by the Board of County Commissioners and members of the public.

Plan amendments include the County's intent to refer future capital murder cases, appellate cases, and parole violation cases to the State Office of the Public Defender for representation; to utilize independent contracts to meet the workload standards adopted by the Board of Indigent Defense Services; and minor updates providing further detail around the program parameters.

ATTACHMENTS:
Revised - Douglas County Plan for the Provision of Indigent Defense Services.pdf



The Douglas County Plan for the Provision of Indigent Defense Services

Updated 10/03/2024

The Indigent Defense Services Plan ("Plan") of Douglas County provides a plan for when counsel is required to be appointed for persons to whom indigent defense services may be provided under section 180.004 of the Nevada Revised Statutes ("NRS"). This Plan is designed to meet the requirements of NRS 260.070(2) and to comply with the Nevada Supreme Court Rule Change ("ADKT") No. 411, dated October 15, 2008.

I. RECITALS

A. The Board of Indigent Defense Services ("BIDS") requires Douglas County (the "County" to amend its adopted Plan for Indigent Defense Services to include a plan for how the County intends to comply with BIDS' National Center for State Courts ("NCSC") Workload Study by November 1, 2024. Douglas County has significant concerns regarding the methodology used and the conclusions reached in the NCSC Workload Study. Rather than basing the adopted standards on an independent review and evaluation of the quality of legal services provided in each jurisdiction, the BIDS instead chose to adopt a maximum workload standard of 1,392 hours per full time equivalent (FTE) contract attorney and to set a minimum number of FTE units for each county.

B. Douglas County also has significant concerns about a state agency having the power to authorize the expenditure of county funds or dictate or override the autonomy of the elected or appointed officials of a Nevada county. As such, this plan is not intended to authorize any expenditures of county funds that are not authorized by elected or appointed persons in Douglas County. It is not the desire or purpose of the Douglas County Board of County Commissioners to authorize a state agency to expend county monies.

C. The functioning of the broader representation and defense services in Douglas County relies upon Appointed Attorney representing parents in NRS Chapter 432B (Child Abuse and Neglect) actions. Portions of this Plan are contingent upon the State of Nevada paying for the increases in the budgetary amounts caused by the adoption of this Plan. In the event that the State of Nevada does not authorize the increase in expenditures, portions of this Plan may be eliminated.

II. STATEMENT OF POLICY

A. Authorities:

1. NRS 7.125.

2. NRS 180.320(2).

3. Nevada Department of Indigent Defense Temporary Regulation Section 23.

4. *In the Matter of the Review of Issues Concerning Representation of Indigent Defendants in Criminal and Juvenile Delinquency Cases*, ADKT No. 411.

B. Objectives

The objective of this Plan is to continue to provide for equality before the law for all persons. Therefore, this Plan shall be administered so that those accused of crime, or otherwise eligible for services of Appointed Attorney, will not be deprived of any element of representation necessary to an adequate defense because the accused are financially unable to pay for adequate representation. The Plan, and any attorneys providing indigent defense services pursuant to this Plan, must be free from political and undue budgetary influence and be subject to judicial supervision only in the same manner and to the same extent as retained counsel or a prosecuting attorney.

III. DEFINITIONS

A. "Appointed Attorney" includes private attorneys, both contracted and hourly.

B. "Appointed Attorney Program Coordinator" or "Coordinator" performs such duties and responsibilities as assigned by the County Manager as are reasonably necessary to oversee Douglas County's indigent defense program including assigning cases on a rotating basis among the contract Appointed Attorneys to ensure competent legal representation; monitoring case reporting requirements from attorneys; approving of and overseeing the use of substitute attorneys for the contract Appointed Attorneys; and all other properly related matters. As the Department of Indigent Defense Services' ("DIDS") designee, this position will work in coordination with DIDS to ensure requested data is provided to DIDS.

C. "Representation" includes counsel and investigative, expert, and other services.

IV. PROVISIONS OF REPRESENTATION

A. Mandatory: Douglas County shall provide representation for any financially eligible person who:

1. is charged with a felony or gross misdemeanor;

2. is charged with a misdemeanor where jail time is mandatory or the prosecutor is seeking jail time;

3. is alleged to have violated probation or other court supervision and jail time or a sentence of confinement may be imposed;

4. is a juvenile alleged to have committed an act of delinquency or alleged to be a child in need of supervision;

5. is party to a dependency case where termination of rights is a possibility;

6. is subject to commitment pursuant to NRS 433A.310;

7. is in custody as a material witness;

8. is entitled to appointment of counsel under the Sixth Amendment to the U.S. Constitution or any provision of the Nevada Constitution, or when due process requires the appointment, or the judge is likely to impose jail time;

9. faces loss of liberty in a case and Nevada law requires the appointment of counsel;

10. faces loss of liberty for criminal contempt;

11. has received notice that a grand jury is considering charges against him or her and requests appointment of counsel.

B. Discretionary: Whenever a court determines that the interests of justice so require, representation may be provided for any financially eligible person who:

1. is charged with a misdemeanor, infraction or code violation for which a sentence of confinement is authorized;

2. is a party to a dependency case in which termination of parental rights is a possibility;

3. is or has been called as a witness before a grand jury, a court, or any agency which has the power to compel testimony, and there is reason to believe, either prior to or during testimony, that the witness could be subject to criminal prosecution, a civil or criminal contempt proceeding, or face loss of liberty;

4. any other case in which the court determines in the interest of justice appointment of counsel is appropriate.

C. Timing of Appointment of Counsel: An Appointed Attorney shall be provided to eligible persons:

1. within 72 hours as soon as feasible after the individual's first appearance before a judge; or

2. when they are formally charged or notified of charges if formal charges are sealed; or

3. when a Justice of the Peace or District Judge otherwise considers appointment of counsel appropriate.

D. Number and Qualifications of Appointed Attorney:

1. Appointment: One attorney shall be appointed consistent with Section 4 and 5 herein, except Capital Cases;

2. Notice to DIDS: The Appointed Attorney Coordinator shall, as soon as possible, refer all open murder cases which are reasonably believed to result in a Capital Case to the State Office of the Public Defender for representation in accordance with Nevada Supreme Court Rule 250;

3. Notice to DIDS: The Appointed Attorney Coordinator shall also refer all appellate and parole violation cases to the State Office of the Public Defender for representation as soon as possible.

E. Eligibility for Appointed Representation:

1. Financial Eligibility:

(a) a person shall be deemed "indigent" who is unable, without "substantial hardship" to himself or his dependents, to obtain competent, qualified legal counsel on his or her own;

(b) "substantial hardship" is presumptively determined to include all defendants who receive public assistance, such as Food Stamps, Temporary Assistance for Needy Families, Medicaid, Disability Insurance, reside in public housing, or earn less than 200 percent of the Federal Poverty Guideline;

(c) a defendant is presumed to have a "substantial hardship" if he or she is currently service a sentence in a correctional institution or housed in a mental health facility or is a minor;

(d) defendants not falling below the presumptive threshold for indigency will be subject to a more rigorous screening process to determine if the accused's particular circumstances, including seriousness of charges being faced, monthly expenses, and local private counsel rates, would result in a "substantial hardship" were they required to retain private counsel.

2. Screening for Eligibility: Within 48 hours, the Court Administration, through Pretrial Services, or Appointed Attorney Coordinator, shall conduct screening for financial

eligibility and provide a recommendation to the court with regard to eligibility of the defendant for the services of an Appointed Attorney based upon the provisions set forth above. An Appointed Attorney may assist in supplying information during the screening but shall not be asked to decide or recommend eligibility.

3. Automatic Eligibility: A minor alleged to have committed an act of juvenile delinquency, or alleged to be a child in need of supervision is automatically eligible for an Appointed Attorney because the presumption of indigency always accompanies any charges filed against a minor.

V. APPOINTMENT OF PRIVATE ATTORNEYS

A. System of Selection for Court Appointed Attorneys

1. As required, but not less than every three (3) years, Douglas County will recruit qualified attorneys, that meet the standards of BIDS, to provide indigent defense services on a contract basis.

2. Recruitment will take place during the spring or as required, with annual contracts beginning July 1st of each fiscal year.

3. Attorneys interested in providing indigent defense services on a contract basis will provide Letters of Interest to the Douglas County Manager's Office and complete the Rural County Application for List of Qualified and Appointed Attorney maintained by DIDS for consideration.

4. Attorneys must demonstrate compliance with the standards and regulations of BIDS pertaining to training, education, and qualifications by submitting an application to DIDS.

5. The Appointed Attorney Selection Committee ("AASC") will consist of the Appointed Attorney Coordinator, the County Manager, and no less than three members selected by the County Manager. The AASC shall review the qualifications of applicants for contract or hourly appointments, review the list of attorneys from which appointments are made in hourly cases, and determine which attorneys shall be recommended to the Douglas County Board of Commissioners for appointments.

6. The AASC shall be made up of no less than three (3) members who:

   (a) have no pecuniary interest in the outcome of the attorney selection or performance evaluation process;

(b) have no legal, financial or familial relationship to any attorney whose qualification or performance will be evaluated;

(c) are not directly related to the judiciary or any prosecution function; and

(d) have an interest in the variety of types of cases that are represented by the appointed counsel lists to be selected by the AASC.

7. On an ongoing basis, the AASC shall:

(a) meet at least once a year and shall solicit input from judges, and others familiar with the practice of criminal defense, juvenile law and family law where appointed counsel are utilized;

(b) review any complaints from clients;

(c) review the history of participation in training of each applicant and each contract or hourly attorney receiving appointments;

(d) determine eligibility and recommendation of appointed counsel for new and continued participation; and

(e) bring forward recommendations to the Board of County Commissioners regarding the need for additional Appointed Attorney Contracts and possible changes to the Douglas County Plan for the Provision of Indigent Defense Services as necessary.

8. While an Appointed Attorney may receive assistance from associate attorneys, participants in a mentorship program, or other attorneys deemed qualified by the AASC, in carrying out his/her responsibilities, Appointed Attorneys cannot delegate responsibilities for representation to another attorney. All substantive court appearances must be made by an attorney who has been determined to be qualified by the AASC.

9. Complaints from clients, judges or the public about representation by an Appointed Attorney shall be transmitted to the Coordinator for consideration by the AASC in evaluation of Appointed Attorney.

B. Contract Attorneys

1. Douglas County shall contract for the appointment of qualified attorneys;

2. Douglas County Appointed Attorney compensation may be based on a flat fee, an hourly basis, or a combination of both. If the contract is based on a flat fee, the contract should consider, but not be limited to, the following factors:

   (a) the average overhead for criminal defense practitioners in the locality;

   (b) the number of assignments expected under the contract;

   (c) the hourly rate paid for all Appointed Attorneys;

   (d) ensure the Appointed Attorney will comply with the Nevada Rules of Professional Conduct, including the duty of diligence (NRPC Rule 1.3) and competence (NRPC Rule 1.1);

   (e) allow for the modification of attorney's fees for extraordinary cases;

   (f) allow for investigative and expert witness fees; and

   (g) the ability of the Appointed Attorney to comply with the Performance Standards for Appointed Attorney as adopted and amended by the Nevada Supreme Court.

3. Douglas County shall contract with attorneys as an Appointed Attorney only after the attorney has been qualified by the AASC. Because there is currently an urgent need for qualified indigent defense counsel in several rural counties across the state, if the county is unable to recruit sufficient qualified Court Appointed Attorneys, the county will continue to recruit for qualified attorneys until such time a selection can be made;

4. The contract must be subject to termination annually or sooner, if determined by the AASC that an Appointed Attorney is not abiding by the standard guidelines for qualification of appointed counsel;

5. The payment of fees and expenses of contracted an Appointed Attorney by Douglas County shall be governed by contract between counsel and Douglas County.

6. The contract shall exclude appointment in cases with the potential of a life sentence and capital cases.

C. Hourly and Capital Case Attorneys:

1. If an Appointed Attorney cannot handle the case, or the Appointed Attorney Program Coordinator determines the case is not appropriate for an Appointed Attorney to handle, alternative legal representation will be selected by the Appointed Attorney Program Coordinator as follows:

(a) The Appointed Attorney Program Coordinator shall select an alternative Appointed Attorney, in consecutive order, from the hourly list.

(b) However, if the nature of the case requires that lead counsel be selected from a Capital Case qualified list, the Appointed Attorney Program Coordinator shall immediately refer the case to the State Office of the Public Defender for representation in accordance with Nevada Supreme Court Rule 250.

2. The payment of fees and expenses of Hourly and Capital Case appointed attorneys shall be approved by the Appointed Attorney Program Coordinator.

(a) Such invoices shall be submitted no later than ten days after the end of the month in which the services were rendered.

(b) The Coordinator shall approve for payment all reasonable attorney's fees requested. In reviewing for reasonableness, the Coordinator may consider factors such as: the average case times as determined by workload analysis, time and skill required, complexity of the case, and experience and ability of the Appointed Attorney. The Coordinator may request additional information where necessary. In the event the Coordinator denies or modifies the request, an explanation shall be provided to the Appointed Attorney, with a copy to the County Manager and DIDS, explaining why the denied portion of an invoice was not reasonable.

D. Compensation of Court Appointed Attorney: Douglas County agrees to pay contract attorneys and/or panels of private attorneys at a rate equal to the prevailing hourly compensation rate for attorneys appointed to the Criminal Justice Act Panel at the time such services are provided, or a higher rate as warranted by complexity of a case or scarcity of available qualified attorneys. The County will make the payment to contract attorneys and/or panels of private attorneys on a quarterly basis on the first day of the first month of the quarter.

E. Conflict of Interest Checks: Appointed Attorney shall, as soon as practicable, upon appointment, conduct a conflict check determining if any conflict of interest exists that would prevent representation of the defendant. If appointed, counsel determines that such a conflict exists, the Appointed Attorney shall bring this information as soon as possible to the relevant court. In no instance, shall a single attorney or law firm be appointed to represent co-defendants in a case. The Douglas County District Attorney's office shall have no authority to determine or recommend whether or not the Appointed Attorney has a conflict of interest.

F. Payment of Fees and Expenses of Appointed Attorney: Douglas County agrees to budget for case-related expenses in the amount of $100,000. Attorneys may secure

reimbursement for extraordinary investigative costs, expert witness fees or other necessary services. Any payment for extraordinary costs or fees shall be paid only when submitted and approved by the Appointed Attorney Program Coordinator.

1. Insofar as Case-Related Expenses are incurred in providing services to Eligible Clients, the following procedures shall apply:

   (a) Pre-authorization: Case-Related Expenses expected to exceed two thousand five hundred dollars shall be submitted to the Coordinator for pre-authorization.
   (b) The request shall include an explanation of why the expense is reasonably necessary to provide Representational Services

2. Reasonableness Review: All Case-Related Expenses are subject to the Coordinator's review for reasonableness. Invoices shall be submitted for such review no later than thirty days following the termination of the representation. Any requests for expenses not timely submitted shall be waived.

G. Privileged Communications: County facilities housing or holding indigent defendants or criminal detainees will provide accommodations for confidential or otherwise privileged communications between indigent criminal defense client and Appointed Attorney.

1. Within the Judicial Law Enforcement Center (JLEC) in Minden, private meeting rooms are available for meetings between an Appointed Attorney and clients that is not monitored or recorded, surreptitiously, accidentally, or in any fashion, that would violate attorney-client privilege.

2. Within the Tahoe Township Justice Court in Stateline, private meeting rooms are available for meetings between an Appointed Attorney and clients that is not monitored or recorded, surreptitiously, accidentally, or in any fashion, that would violate attorney-client privilege.

H. Complaints by Clients: Appointed Attorney shall maintain a system for receipt and review of written complaints made by clients. Appointed Attorney shall make publicly available the policy and procedure for receiving and reviewing written complaints. This system shall not interfere with a person's ability to avail themselves of the complaint process provided by DIDS or the State Bar of Nevada.

VI. TRAINING

A. Appointed Attorney must meet all requirements for training and experience as promulgated by DIDS regulations.

VII. DUTIES OF INDIGENT DEFENSE COUNSEL

A. Standards of Performance. Services rendered by Appointed Attorney shall be commensurate with those rendered if counsel privately employed by a person. Representation shall be provided in a professional, skilled manner guided by applicable regulations; laws; Nevada Rules of Professional Conduct; and the Nevada Indigent Defense Standards of Performance adopted by the October 16, 2008 Nevada Supreme Court Order in Administrative Docket 411, or the same as may be amended. Additionally, Appointed Attorney must advise all clients not to waive any substantive rights or plead guilty at the initial appearance, unless doing so is the client's best interest. Appointed Attorney must make all reasonable efforts to meet with the client within seven days following the assignment of the case and every thirty days thereafter unless there are no significant updates in the client's case.

B. Continuity of Representation: Douglas County shall, to the greatest extent possible, provide consistency in the representation of indigent defendants so that the same Appointed Attorney represents a defendant through every state of the case without delegating the representation to others, except that administrative and other tasks that do not affect the rights of the defendant.

C. Workload Standard: The workload of an Appointed Attorney must allow the Appointed Attorney to give each client the time and effort necessary to ensure effective representation. Any Appointed Attorney who provides indigent defense services shall not accept a workload that, by reason of its excessive size, interferes with the Appointed Attorney's competence, diligence, or representation of clients. Douglas County will provide the maximum workload guidelines as determined by the Board of Indigent Defense Services and the data collection responsibilities of the attorney.

D. In Custody Arraignments: The Appointed Attorney Program Coordinator shall ensure the provision of Representational Services for all Eligible Clients who are in custody and require a bail hearing. If the Coordinator is unable to assign an attorney to be present at initial appearances and arraignments, the Coordinator may be present. Either the assigned Appointed Attorney or Coordinator must be prepared to address appropriate release conditions in accordance with relevant statute, rules of criminal procedure and caselaw. If the Coordinator provides these services, the Coordinator should, to the extent possible, discuss only matters pertaining to the initial appearance or arraignment to avoid creating a conflict of interest. A timely initial appearance or arraignment must not be delayed pending a determination of the indigency of the defendant. This plan ensures the presence of legal counsel at all other critical stages, whether in or out of court.

E. No Receipt of Other Payment: Appointed Attorney may not require, request, or accept any payment or promise of payment, or any other valuable consideration, for providing legal representation under the appointment unless such payment is approved by order of the court.

F. Private Practice of Law: An Appointed Attorney may engage in the private practice of law which does not conflict with attorney's professional services required pursuant to the contract.

G. Use of Client Surveys: Appointed Attorney shall maintain a system for providing Client Surveys to their clients. Appointed Attorney shall make publicly available the policy and procedure for providing surveys. This system shall not interfere with a person's ability to avail themselves of the Client Survey form provided by DIDS.

H. Caseload Reporting: Appointed Attorney shall report caseload data and times as promulgated in DIDS' regulations.

VIII. APPOINTED ATTORNEY PROGRAM COORDINATOR

A. Selection: Douglas County will contract with a lawyer to serve as the Appointed Attorney Program Coordinator. The terms of this contract will be determined by this plan, Douglas County, and the Appointed Attorney Program Coordinator, but in no event will this Appointed Attorney Program Coordinator be directly involved in direct representation in Appointed Attorney cases.

B. Duties:

1. The Appointed Attorney Program Coordinator shall have all the duties and responsibilities stated in the various sections of this plan.

2. The Appointed Attorney Program Coordinator shall maintain the list of all attorneys approved by the AASC for contract, hourly, and capital case appointment. In addition, the Appointed Attorney Program Coordinator shall maintain appropriate records to reflect the cases and dates to which each attorney has been appointed.

3. When notified of the need for representation, the Appointed Attorney Program Coordinator, shall select, in order and as more fully described herein, the next available attorney from the list of those attorneys qualified to provide representation as approved by the AASC in accordance with Section 4 of this Plan. Upon confirmation of acceptance of assignment by Qualified Attorney(s), the Coordinator shall provide prompt notice and a proposed order confirming selection of counsel to the Appointing Authority – i.e., the Judge, Justice, or Master presiding over the court in which the Eligible Client's charges are pending.

4. The Appointed Attorney Program Coordinator shall be responsible for approving the claim for payment of each attorney and any expert or other service fees at the

conclusion of Appointed Attorney's representation or, if appropriate, periodically during Appointed Attorney's representation, as specifically discussed herein.

5. The Appointed Attorney Program Coordinator will work with the Department of Indigent Defense Services to provide any information requested.

IX. EFFECTIVE DATE

A. The Douglas County Plan for the Provision of Indigent Defense Services is approved on October 3, 2024.

AGENDA ITEM NO. D.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: October 3, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion to: 1. Accept a $238,000 Douglas Area Rural Transit (DART) grant award to purchase two new buses for the DART program; and 2. Adopt **Resolution 2024R-114**, which augments the budget in the Senior Services fund to account for the grant award. (Geoff Bonar)

RECOMMENDED MOTION:
Accept a $238,000 DART grant to purchase two new buses and adopt **Resolution 2024R-114** as presented.

FINANCIAL IMPACT:
Resolution 2024R-114 will augment the budget in the Senior Services Fund, increasing budgeted revenues and expenses by $238,000, which is the amount of the grant award. The County's match requirement is $42,000. After discussion with the Finance department, it has been determined that the match can be funded during the current year in the Senior Services Fund by utilizing savings from budgeted grant revenues and expenses.

BACKGROUND:
The Community Services Department applied for, and was awarded a $238,000 grant to purchase two new buses for the DART program. The County's match requirement is $42,000, meaning that the total amount of funds available to make the purchase is $280,000. It has been a long-standing goal of the Community Services Department to expand the services of the County's DART program, in both door-to-door service and fixed route service. This grant award will allow the Department to continue to work towards achieving this goal. Expanding services will allow the program to better serve the outlying areas of the County, which currently are not able to utilize the services to the extent that is desired.

ATTACHMENTS:
Grant Award.pdf
Resolution 2024R-114.pdf

DocuSign Envelope ID: 54D4ECAA-EAEC-43AE-A758-D50C8427C4CA

NEVADA DEPARTMENT OF TRANSPORTATION
AGREEMENT SUMMARY SHEET

Agreement No. PR451-23-802 Amendment No. _____ Task Order No. _____ Task Order Amendment No. _____

Start Date: 10/1/23 End Date: 9/30/27 Amendment Date: _____ Procured by: Grant

Agreement Type: Grantee Agreement Sub-Type: Program Procurement No.: _____

Advantage Contact: Identify which contact should be entered into Advantage

☑ Contact Person: Kristen Marshall Phone No.: (775) 888-7058 Email: kristen.marshall@dot.nv.gov

☐ Project Manager: Wendy Sharp Phone No.: (775) 888-7312 Email: wdsharp@dot.nv.gov @dot.nv.gov

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

Allocation of FTA § 5339 federal assistance for FFY2024 -FFY2027 to Douglas Area Rural Transit for transit replacement vehicle procurements.

County(ies) where work is to be performed: Douglas County and surrounding area.

Does the Project include Highway Construction? Yes ☐ No ☑ DBE Goal: Yes ☐ No ☑ Percent: _____

Second Party Information

Contact: Geoffrey Bonar Email: gbonar@douglasnv.us Phone No.: (775) 782-5500

Agreement Signer: Mark Gardner Email: mgardner@douglasnv.us Phone No.: (775) 782-9821

Company Name: Douglas Area Rural Transit NV Business License No.: Exempt

Primary Address: 1329 Waterloo Ln, Gardnerville, NV 89410 Business Lic. Exp. Exempt

Invoice Remit To Address: Primary Foreign: ☐ Domestic: ☑

Form 2A Budget Approval must be attached Business License Search

Total Cost of Agreement: $ 280,000.00 Org Responsible for Billing: C802 Funding Percentage:

Payable Amount: $ 238,000.00 Fixed Fee %: _____ Payment Code: Payable/Receivable Federal %: 85

Receivable Amount: $ 42,000.00 Overhead %: _____ Payment Cycle: Monthly State %: _____

Amendment Amount: _____ Retention %: _____ Security Deposit: Yes ☐ No ☑ Local %: 15

Fed Participation: Yes ☑ No ☐ In-Kind Services: Yes ☑ No ☐ Deposit Amount: _____

Appr Unit: 466016 Activity: 3510 Object: 8590 Job/Project: _____

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

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

Review Approval:

Asst. Director DS 10/01/2023

Dist./Div. Head DocuSigned by: Kevin Verre 08/07/2023 B6C0143BCAFD460...

Legal DS 10/02/2023

Proj. Accting. _____

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

Summary Sheet (signed by Div. Head): ☑

Completed Form 2A: ☑

Electronic Draft of Agreement: ☑

Agree Services 9/25/23 ZT

Scope of Services Includes Elements of:

☐ Environmental _____

☐ IT _____

☐ Right of Way _____

Execution:
(to be completed by Admin Services)

___ Federal Debarrment

___ NV Board of Engineers

___ AGMM X ANOT

X AGMT X AGML

___ Notice of Award Sent

___ Tracking Log Updated

___ Insurance Log Updated

Date/Initials 10/2/23 ZT

Verified 10/04/23 CR

DocuSign Envelope ID: 54D4ECAA-EAEC-43AE-A758-D50C8427C4CA

Agreement No. PR451-23-802 Amendment No. _____ Task Order No. _____ Task Order Amendment No. _____

Board Approval

Is Board approval required? Yes ☐ No ☑ If yes, answer the following questions.

Transportation Board - Service Provider and University Agreements or Amendments whose authority is greater than $300,000.00, or Amendments that increase the original Agreement's authority to greater than $300,000.00 must be approved by the Transportation Board.

Board of Examiners (BOE) - Cooperative and Interlocal Agreements for services related to NDOT's planning efforts in aviation, railways, and transit, and administrative or support services that include airport, railway, transit programs, and NDOT-wide administrative services.

Meeting Date: _____ Approved Date: _____ Agenda Item No.: _____ BOE Contract No.: _____

Explain what conditions require this work to be performed:

The Federal Transit Administration (FTA) uses NDOT as the administrative agency for rural public transit federal assistance. Douglas Area Rural Transit has applied for FTA funding for FFY24-FFY27.

Explain why NDOT or other State employees are not able to perform this work:

The Department does not provide rural transportation services.

Is the Second Party Currently involved in litigation with the State? Yes ☐ No ☑

If Yes, identify which State Agency is affected, a short description of the case, and provide the current status of the case:

N/A

Does the firm employ current or former State employees who have left State employment in the past two years? Yes ☐ No ☑

If yes, provide employee name, agency they worked for, and retirement date.

N/A

Has the employee been approved by the Board of Examiners? Yes ☐ No ☑ Meeting Date: _____

DocuSign Envelope ID: 54D4ECAA-EAEC-43AE-A758-D50C8427C4CA

GRANTEE'S AGREEMENT

This Agreement is made and entered into on 10/02/2023 by and between the STATE OF NEVADA, acting by and through its Department of Transportation, hereinafter called "DEPARTMENT" and Douglas Area Rural Transit, 1329 Waterloo Ln., Gardnerville, NV 89410, a local public body, or agency thereof, hereinafter called "GRANTEE".

WITNESSETH:

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes, hereinafter called “NRS”, the Director of the DEPARTMENT may enter into Agreements for such services that may be required to fulfill the requirements of the Chapter; and

WHEREAS, the purpose of 49 U.S.C. § 5339 is to provide funding to replace, rehabilitate, and purchase buses, bus-related equipment, and/or to construct bus-related facilities; and

WHEREAS, in the furtherance of its aforesaid purposes, 49 U.S.C. § 5339 provides for the availability of federal funds for capital expenses in rural areas of the state by way of the Federal Transit Administration, hereinafter called “FTA”, Formula Grant Program to be administered by the DEPARTMENT; and

WHEREAS, the Governor of Nevada, in accordance with 49 U.S.C. § 5339 has designated the DEPARTMENT as the agency to receive and administer federal funds under the aforementioned FTA Formula Grant Program for state agencies, local public bodies, and agencies thereof, Native American Tribes, nonprofit organizations, and private for-profit operators of public transportation services, as third-party contractors with the state, or other eligible subrecipients; and

WHEREAS, the GRANTEE is a local public body, or agency thereof, eligible to receive 49 U.S.C. § 5339 grant funds; and

WHEREAS, the purpose of this Agreement is to provide 49 U.S.C. § 5339 capital funding to the GRANTEE to purchase a transit vehicle for use in the GRANTEE’s transportation program, hereinafter called “PROJECT”; and

WHEREAS, the DEPARTMENT has accepted an application developed by the GRANTEE that has been approved by the FTA for FTA Formula Grant Program funding; and

WHEREAS, before FTA Formula Grant Program funding will be made available to the GRANTEE, the GRANTEE and the DEPARTMENT shall be required to enter into an Agreement whereby the functions of the project are identified.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, it is hereby agreed by and between the parties as follows:

ARTICLE I - PURPOSE OF AGREEMENT

1. The purpose of this Agreement and as further set forth within the GRANTEE's Application, attached hereto and incorporated herein as Attachment "A", is to provide federal funds for capital assistance to the GRANTEE’S PROJECT to purchase a transit vehicle and to state the terms, conditions, and mutual understanding of the parties as to the manner in which the PROJECT

shall be undertaken and completed.

ARTICLE II - SCOPE OF PROJECT

1. The GRANTEE shall purchase transit vehicles for procurements in a manner consistent with FTA Bus and Bus Facilities Program (FTA Circular 5100.1) incorporated herein by reference, that best fit the needs of its agency.

2. The GRANTEE shall provide the necessary match money for the purchased buses, bus-related equipment, and/or bus-related facilities prior to, or at the time of, delivery.

3. The GRANTEE shall manage the PROJECT as set forth in Attachment “A” – Application, attached hereto and incorporated herein. The GRANTEE’s management of the PROJECT shall be undertaken in compliance with the “State of Nevada State Management Plan”, hereinafter called "SMP", incorporated herein by reference and available at www.nevadadot.com.

4. The GRANTEE shall operate the PROJECT as its Program Administrator and shall: contribute eligible matching funds; provide required reporting to the DEPARTMENT; maintain the required records and files; and administer the PROJECT according to the SMP, and Code of Federal Regulations (CFR), Title 2, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at www.fta.dot.gov. By signing this agreement, the GRANTEE certifies to the best of the GRANTEE’s knowledge and belief that all information submitted to the DEPARTMENT will be true, complete, and accurate, and any expenditures, disbursements and cash receipts submitted will be for the purposes and objectives set forth in the terms and conditions of the Federal award. The GRANTEE may be subject to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812). All project equipment and supplies acquired under this agreement will be operated and/or utilized in accordance with the provisions and terms of the agreement, will be correct and eligible as approved in the line-item budget, and will be necessary for the purposes of the PROJECT. Supporting documentation relative to the line item expenditures must be kept on record by the GRANTEE for the term of this agreement and shall be made available to auditors and/or NDOT representatives upon request.

5. This Agreement is based on federal funds available through FTA. The Catalogue of Federal Domestic Assistance (CFDA) number for these funds is 20.526. The GRANTEE UEI number is KE5GF37F6F95. The federal award identification number(s) and federal award date(s) associated with this Agreement can be found at:

https://www.nevadadot.com/mobility/transit/transit-resources.

ARTICLE III – COST

1. The FTA Formula Grant Program applicable to this Agreement is a reimbursable program and requires a matching percentage to be contributed to the PROJECT by the GRANTEE, which matching percentage varies by program. The matching percentage may be made up of non-United States Department of Transportation (USDOT) federal funds, state appropriations, local match, and/or approved in kind contributions.

2. The total PROJECT cost shall not exceed Two Hundred Eighty Thousand and No/100 Dollars ($280,000.00) with the FTA funding Two Hundred Thirty-Eight Thousand and No/100 Dollars ($238,000.00), and the GRANTEE, through eligible match funds, funding Forty-Two Thousand and No/100 Dollars ($42,000.00).

3. The GRANTEE shall, at the time of delivery of the buses, bus-related equipment, and/or bus-related facilities, provide the DEPARTMENT with written proof of sufficient funds to operate and maintain the buses, bus-related equipment, and/or bus-related facilities.

ARTICLE IV - PERFORMANCE

1. The term of this Agreement shall commence on the date both parties enter into this agreement, shown in Paragraph 1 on Page 1 of this Agreement and shall run through and including the date the GRANTEE receives the PROJECT ASSETS identified in Attachment “A” – Application or September 30, 2027, whichever is sooner.

2. The GRANTEE shall comply with all terms, conditions, and requirements of this Agreement and FTA Section 5339 – Bus and Bus Facilities Program, incorporated herein by reference.

3. The GRANTEE shall comply with and apply the appropriate provisions set forth in the SMP, incorporated herein by reference.

4. The GRANTEE shall provide its clients and employees with a complaint resolution process and forms, approved in writing by the DEPARTMENT, display this process conspicuously in areas where employees and/or the public congregate, and make complaint forms available at all times.

5. The GRANTEE shall notify the DEPARTMENT when routes, schedules, and/or fares are changed within sixty (60) days of such change.

6. The GRANTEE shall furnish the DEPARTMENT with insurance certificates, declaration pages, and endorsements designating the DEPARTMENT as an additional insured, evidencing collision, comprehensive and liability insurance, with a limit of One Million and No/100 Dollars ($1,000,000.00) per occurrence, and shall provide the DEPARTMENT with proof of worker’s compensation insurance as required by the Nevada Revised Statutes. All insurance required by this Agreement shall be maintained for the entire period of the PROJECT. The policies shall require the provision to the DEPARTMENT of no less than thirty (30) calendar days written notice of any modifications or cancellations of said policies. The GRANTEE shall furnish the DEPARTMENT with certificates, declarations pages, and endorsements evidencing its insurance with the GRANTEE’s return of the executed Agreement and also at six (6) month intervals during the duration of the PROJECT.

7. All insurance required by this Agreement shall be placed with insurers with a rating from the current issue of Best’s Key Rating Guide of no less that A-: VII.

8. The GRANTEE shall provide the DEPARTMENT, on a monthly basis, with a DEPARTMENT-provided Ridership Report detailing the ridership performance of the PROJECT. This monthly Ridership Report shall be provided no later than thirty (30) days after the end of each report month.

9. The GRANTEE shall abide by all applicable FTA regulations, including those relating to Safety Jurisdiction, Environmental Protection, Private Sector Participation, School Bus Transportation, Charter Service, Coordination, Special 13c Labor Warranty, and Public Hearings as described in the SMP and as certified by the GRANTEE in its application for funds. The GRANTEE shall comply with 49 U.S.C. § 5323(d) and 49 CFR Part 604, which provide that the DEPARTMENT and a grantee of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing

and able to provide the service, except under one of the exceptions set forth within 49 CFR 604.9. Any charter service provided under one of the exceptions set forth within 49 CFR 604.9 must be incidental to and must not interfere with or detract from the provision of mass transportation.

10. The GRANTEE shall comply with all applicable FTA-required drug free workplace and alcohol testing regulations and drug/alcohol testing requirements. The GRANTEE shall comply with the DEPARTMENT's "Zero Tolerance" Drug and Alcohol Testing Policy as stated in the SMP. The GRANTEE shall adopt and submit to the DEPARTMENT, within ninety (90) calendar days of execution of this Agreement, a signed and acknowledged copy of the DEPARTMENT's Drug and Alcohol Testing Policy. The GRANTEE shall establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance, and permit any authorized representative of the DEPARTMENT, the United States Department of Transportation or its operating administrations, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program required under 49 CFR Part 655 and review the testing process. The GRANTEE shall annually certify its compliance with 49 CFR Part 655 and shall submit Management Information System (MIS) reports to the DEPARTMENT before March 1st of each calendar year contained within the term of this Agreement. In order to certify compliance, the GRANTEE shall use the "Substance Abuse Certifications" contained within the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published by the FTA annually and found in the Federal Register at www.fta.dot.gov.

11. The GRANTEE shall not assign or subcontract any of the work performed under this Agreement without the prior written approval of the DEPARTMENT. Upon the GRANTEE's receipt of the DEPARTMENT's written approval to assign or subcontract any of the work performed under this Agreement, the GRANTEE shall provide the DEPARTMENT with a copy of the executed contract for such work. Any attempted assignment of rights or delegation of duties under this Agreement, without the prior written consent of the DEPARTMENT, shall be void and may affect the reimbursement of funds.

ARTICLE V – PURCHASE AND USE OF PROJECT ASSETS

1. The following paragraphs describe the procedure for acquiring and using buses, bus-related equipment, and/or bus-related facilities purchased through an FTA capital grant or those buses, bus-related equipment, and/or bus-related facilities used in an operation funded by an FTA capital grant, herein referred to as the PROJECT ASSETS.

2. The purchase of PROJECT ASSETS financed in whole or in part by an FTA capital grant, may be undertaken by the DEPARTMENT on behalf of the GRANTEE in accordance with the procedures established by the DEPARTMENT.

3. Registration to vehicles purchased as PROJECT ASSETS shall be in the name of the GRANTEE, and the DEPARTMENT shall be identified as the lienholder on the Certificate of Title throughout the minimum useful service life. The DEPARTMENT shall hold the Certificate of Title until the minimum useful service life has been met. The minimum useful service life of the vehicles purchased as PROJECT ASSETS is defined as follows:

Type of Vehicle	Minimum useful service life
Minivans (MV), Vans (VN) , and Automobiles (AO)	4 years or 100,000 miles

Minibuses (CU), cutaway style	5 years or 150,000 miles
Buses (BU), GVW 14,000-19,000 lbs.	7 years or 200,000 miles
Buses (BU), GVW 19,001-27,000 lbs.	10 years or 350,000 miles
Buses (BU), GVW greater than 27,000 lbs.	12 years or 500,000 miles

4. The GRANTEE agrees that the PROJECT ASSETS shall be used to support the PROJECT described in the GRANTEE's Application, (Attachment "A") for the duration of their minimum useful service life.

5. The GRANTEE may use the vehicles purchased as PROJECT ASSETS to assist in providing meal delivery services for homebound persons on a regular basis if the meal delivery services do not conflict with the provision of transit services or result in a reduction of service to transit passengers.

6. The GRANTEE shall be responsible for repairing or replacing the PROJECT ASSETS if they are damaged by an accident, vandalism, act of nature or any and all other causes.

7. When the PROJECT ASSETS are no longer needed, or cannot be used for their intended purposes, the GRANTEE shall immediately provide written notification to the DEPARTMENT. The DEPARTMENT, by written instructions, shall direct the GRANTEE in the disposal or transfer of the PROJECT ASSETS, in accordance with the SMP, incorporated herein by reference.

8. If vehicles purchased as PROJECT ASSETS are involved in an accident or collision, then the GRANTEE shall immediately provide written notification to the DEPARTMENT. The GRANTEE shall also provide the DEPARTMENT with information collected by the State Highway Patrol and other law enforcement agencies relating to the cause of the accident or collision and citations issued to the drivers involved. Driver training may be recommended by the DEPARTMENT to the GRANTEE and its drivers.

9. The GRANTEE shall not execute any lease, pledge, mortgage, lien, or other contract touching or affecting the federal and/or state interests in any PROJECT ASSETS, nor shall it obligate itself in any other manner, with any third party with respect to the PROJECT ASSETS, unless such lease, pledge, mortgage, lien, contract, or other obligation is either in conformance with the standards of FTA guidelines or is otherwise expressly authorized in writing by the DEPARTMENT.

10. The GRANTEE shall not, by any act or omission of any kind, impair the GRANTEE's continuing control over the use of the PROJECT ASSETS.

11. The GRANTEE shall keep satisfactory records with regard to the use and maintenance of the PROJECT ASSETS and shall submit to the DEPARTMENT, on a monthly basis, a DEPARTMENT-provided Ridership Report detailing the ridership performance and maintenance events of the PROJECT ASSETS throughout the minimum useful service life of PROJECT ASSETS acquired through this Agreement. Such information shall also be made available to the DEPARTMENT upon request.

12. The GRANTEE shall immediately provide written notification to the DEPARTMENT in all cases where PROJECT ASSETS are used in a manner different from that described in the PROJECT description.

13. The GRANTEE shall at all times maintain the PROJECT ASSETS at such levels of cleanliness, safety, and mechanical soundness as required by the DEPARTMENT. The DEPARTMENT and the FTA shall have the right to inventory maintenance records in order to confirm that proper maintenance has been conducted pursuant to the terms of this Agreement. The GRANTEE shall adopt the State Preventative Maintenance Plan or approved County/Fleet Maintenance plan, incorporated herein by reference, and shall provide the DEPARTMENT with written quarterly reports summarizing the preventative maintenance work and other services performed during each month.

14. The GRANTEE shall ensure that anyone operating vehicles purchased as PROJECT ASSETS shall, as a condition precedent to their operation, have first completed the mandatory driver training courses, as defined by the SMP, incorporated herein by reference.

15. The GRANTEE shall permit the DEPARTMENT, the Comptroller General of the United States, the Secretary of the U. S. Department of Transportation, and/or their authorized representatives, to inspect, physically inventory, and/or audit all PROJECT ASSETS purchased for the GRANTEE as part of the PROJECT, all transportation services rendered by the GRANTEE by the use of such PROJECT ASSETS, and all relevant PROJECT data and records. The GRANTEE shall also permit the above-named persons and/or entities to examine the books, records, and accounts of the GRANTEE pertaining to the PROJECT.

ARTICLE VI - RECORDS AND REPORTS

1. As required by this Agreement and the SMP, incorporated herein by reference, the GRANTEE shall advise the DEPARTMENT regarding the progress of the PROJECT at such times and in such manner as the DEPARTMENT may require, including, but not limited to meetings and interim reports. The GRANTEE shall submit to the DEPARTMENT, at such time as the DEPARTMENT may require, such financial statements, data, records, contracts, and other documents related to the PROJECT as may be deemed necessary by the DEPARTMENT.

2. As required by this Agreement and the SMP, incorporated herein by reference, it is expressly understood that the duly authorized representatives of the DEPARTMENT, the FTA, the U.S. DOT Office of Inspector General, or the Comptroller General of the United States, shall have access to such records of the GRANTEE as pertain to all matters arising under this Agreement and PROJECT, and the GRANTEE shall retain records subject to audit, for three (3) years from the date of Agreement expiration or termination.

3. It is expressly understood that authorized access to such records of the GRANTEE, as pertain to all matters arising under this Agreement and PROJECT, shall be made available at a location within the state of Nevada.

ARTICLE VII - TERMINATION

1. This Agreement may be terminated upon thirty (30) calendar day’s written notice by mutual consent of both parties, or unilaterally by the DEPARTMENT, without cause.

2. The continuation of this Agreement is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or FTA and the ability of the GRANTEE to secure the required matching funds. The DEPARTMENT may terminate this Agreement, and the GRANTEE waives any and all claims for damages, effective immediately upon service of written notice, or any date specified therein, if for any reason the DEPARTMENT’s funding from state and/or federal sources is not appropriated or is withdrawn, limited or impaired.

3. A default or breach may be declared with or without termination. Either party upon service of written notice of default or breach to the other party upon the following grounds may terminate this Agreement:

a. If the GRANTEE, or its contractor, fails to provide or satisfactorily perform any of the conditions, professional services, deliverables, goods or services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or

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

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

d. If any party materially breaches any material duty under this Agreement and any such material breach impairs the other party's ability to perform; or

e. If it is found by the DEPARTMENT that any quid pro quo or gratuities in the form of money, services, entertainment, gifts or otherwise were offered or given by the GRANTEE, or any agent or representative of the GRANTEE, to any officer or employee of the state of Nevada with a view toward securing an Agreement or securing favorable treatment with respect to awarding, extending, amending or making any determination with respect to the performance of such Agreement.

4. Termination upon a declared default or breach may be exercised after service of written notice and the subsequent failure of the defaulting party, within fifteen (15) calendar days of service of that notice, to provide evidence, satisfactory to the aggrieved party, showing the declared default or breach has been corrected. The date of the postmark on the written notice will be the service date.

5. Upon termination or cancellation of the services embraced under this Agreement, all PROJECT ASSETS with remaining FTA interest originally purchased with FTA funds shall be returned to the DEPARTMENT.

6. Whenever the PROJECT contemplated and covered by this Agreement has been completely performed on the part of the GRANTEE, according to this Agreement, the DEPARTMENT shall terminate this Agreement, provided the minimum useful service life, as defined in Article V, has been met and the FTA and/or the state have no further interest in the PROJECT ASSETS.

7. Termination for Convenience: The DEPARTMENT, by written notice, may terminate this Agreement for convenience, in whole or in part, when it is in the DEPARTMENT's interest. If this Agreement is terminated for convenience, the DEPARTMENT shall be liable only for payment, under the payment provisions of this Agreement, for services rendered before the effective date of termination and performed in accordance with the manner of performance set forth in this Agreement.

8. Termination for Breach or Default for Causes Other Than Those Provided in Article VII, Subsection 3: If the GRANTEE fails to perform in the manner called for in this Agreement, the DEPARTMENT may terminate this Agreement for Breach or Default. Termination for Breach

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or Default shall be effected by serving a written notice of termination on the GRANTEE setting forth the manner in which the GRANTEE is in breach or default. The GRANTEE shall only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

If it is later determined by the DEPARTMENT that the GRANTEE had an excusable reason for not performing, such as events which are not the fault of or are beyond the control of the GRANTEE, the DEPARTMENT, after setting up a new delivery of performance schedule, may allow the GRANTEE to continue work or treat the termination as a termination for convenience.

9. Opportunity to Cure: The DEPARTMENT in its sole discretion may, in the case of a Termination for Breach or Default, allow the GRANTEE thirty (30) calendar days in which to cure the defect. In such case, the written notice of termination shall set forth the nature of said breach or default and shall state the time period in which the GRANTEE may cure its breach or default. Should the GRANTEE fail to cure said breach or default to the satisfaction of the DEPARTMENT within the time to cure allowed by the DEPARTMENT, the DEPARTMENT shall have the right to terminate the Agreement without any further obligation to GRANTEE. Any such termination for breach or default shall not in any way operate to preclude the DEPARTMENT from also pursuing all available remedies against the GRANTEE and its sureties for said breach or default.

10. Waiver of Remedies for any Breach or Default: In the event that the DEPARTMENT elects to waive its remedies for any breach or default by the GRANTEE of any covenant, term or condition of this Agreement, such waiver by the DEPARTMENT shall not limit the DEPARTMENT's remedies for any succeeding default or breach of that or of any other term, covenant, or condition of this Agreement.

ARTICLE VIII - PROTECTION OF EMPLOYEES IN THE MASS PASSENGER TRANSPORTATION INDUSTRY IN THE SERVICE AREA OF THE PROJECT

1. The PROJECT shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees in the mass passenger transportation industry within the service area of the PROJECT. The “service area” as used herein, includes the geographic area over which the PROJECT is operated and the area whose population is served by the PROJECT, including adjacent areas affected by the PROJECT.

2. All rights, privileges, and benefits (including pension rights and benefits) of employees (including employees already retired) shall be preserved and continued.

3. The GRANTEE shall be financially responsible for any deprivation of employment or other worsening of employment position as a result of the PROJECT.

4. In the event an employee is terminated or laid off as a result of the PROJECT, he or she shall be granted priority of employment or reemployment to fill any vacant position for which he or she is, or by training or retraining can become, qualified. In the event training or retraining is required by such employment or reemployment, the GRANTEE shall provide or provide for such training or retraining at no cost to the employee.

5. Any employee who is laid off or otherwise deprived of employment or placed in a worse position with respect to compensation, hours, working conditions, fringe benefits, or rights and privileges pertaining thereto, at any time during his or her employment or as a result of the PROJECT, including any program of efficiencies or economies directly or indirectly related thereto, shall be entitled to receive any applicable rights, privileges, and benefits as specified in

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the employee protective arrangement, known as C-1, certified by the Secretary of Labor under Section 405(b) of the Rail Passenger Service Act of 1970 on April 16, 1971. See: United States Department of Labor, Office of Labor-Management Standards, Appendix C-1.

A copy of said Appendix C-1 is available at the United States Department of Labor's website: http://www.dol.gov/olms/regs/compliance/transit/9_AppendixC1.ht.

An employee shall not be regarded as deprived of employment or placed in a worse position with respect to compensation, etc., in case of his or her resignation, death, retirement, dismissal for cause, or failure to work due to disability or discipline.

6. In the event any provision of these conditions is held to be invalid or otherwise unenforceable, the GRANTEE, the employees, and/or their representatives may invoke the jurisdiction of the United States Secretary of Labor to determine substitute fair and equitable employee protective arrangements which shall be incorporated in these conditions.

7. The GRANTEE agrees that any controversy respecting the PROJECT's effects upon employees, the interpretation or application of these conditions, and the disposition of any claim arising hereunder may be submitted by any party to the dispute, including the employees or their representative, for determination by the United States Secretary of Labor, whose decision shall be final.

In the event of any dispute as to whether or not a particular employee was affected by the PROJECT, it shall be the employee's obligation to identify the PROJECT and specify the pertinent facts of the PROJECT relied upon. It shall then be the burden of the GRANTEE to prove that factors other than the PROJECT affected the employee. The claiming employee shall prevail if it is established that the PROJECT had an effect upon the employee even if other factors may also have affected the employee. See:

CONGRESS OF RAILWAY UNIONS and RAILWAY LABOR EXECUTIVES' ASSOCIATION, unincorporated Associations of Railway Labor Organizations, (Plaintiffs) CIVIL ACTION v. J. D. HODGSON, SECRETARY OF LABOR, NATIONAL RAILROAD PASSENGER CORPORATION and THE CHESAPEAKE AND OHIO RAILWAY COMPANY, SEABOARD COAST LINE RAILWAY COMPANY, Individually and as Representatives of a Class of an Undetermined Number of Class I Railroads, (Defendants), and Affidavit of James D. Hodgson, Secretary of Labor, United States District Court, District of Columbia, Civil Action No. 825-71.

A copy of said Affidavit is available at the United States Department of Labor's website: http://www.dol.gov/olms/regs/compliance/transit/10_Hodgson_Affadavit.htm.

8. The GRANTEE shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the making of the decisions called for in the preceding Paragraph.

9. The GRANTEE will post, in a prominent and accessible place, a notice stating that the GRANTEE is a recipient of federal assistance under the Federal Transit Act and has agreed to comply with the provisions of 49 U.S.C. Section 5333(b). The notice shall specify the terms and conditions set forth herein for the protection of employees.

10. The protective arrangements certified by the United States Secretary of Labor are intended for the primary and direct benefit of transit employees in the service area of the PROJECT. These employees are intended third-party beneficiaries to the employee protective arrangements of the grant contract between the U.S. Department of Transportation and the

GRANTEE/Applicant, and the parties to the contract so signify by executing that contract. Such transit employees are also third-party beneficiaries to the protective arrangements incorporated in any subsequent contract(s) of assistance between the GRANTEE and any Recipient(s). Employees, or their representatives on their behalf, and may assert claims with respect to the protective arrangements under this provision. This clause creates no independent cause of action against the United States Government.

ARTICLE IX - MISCELLANEOUS PROVISIONS

1. The GRANTEE, for itself, its assignees and successors in interest, agrees as follows:

a. Incorporation of Provisions: The GRANTEE will include all federally-required procurement clauses, Paragraphs (b) through (o), in all purchase contracts as required by 2 CFR 200.331, incorporated herein by reference, and the SMP, incorporated herein by reference, unless exempt by Regulations, order, or instructions issued pursuant thereto.

b. Contracts for more than the simplified acquisition threshold currently set at One Hundred Fifty Thousand and No/100 Dollars ($150,000.00), which is the inflation-adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

c. All contracts in excess of Ten Thousand and No/100 Dollars ($10,000.00) must address termination for cause and for convenience by the non-federal entity including the manner by which it will be effected and the basis for settlement.

d. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

e. Davis-Bacon Act, as amended (40 U.S.C. §§ 3141-3148). When required by federal program legislation, all prime construction contracts in excess of Two Thousand and No/100 Dollars ($2,000.00) awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).

The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

f. Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of One Hundred Thousand and No/100 Dollars ($100,000.00) that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

g. Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

h. 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 One Hundred Fifty Thousand and No/100 Dollars ($150,000.00) 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).

i. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

j. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR § 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR Part 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

k. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)—Contractors that apply or bid for an award exceeding One Hundred Thousand and No/100 Dollars ($100,000.00) must file the required certification. Each tier certifies to the tier above that it will not and has not

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used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award."

l. The GRANTEE shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act (ADA) of 1990, and regulations adopted thereunder contained in 49 CFR Parts 27, 37 and 38, inclusive, and any relevant program-specific regulations.

m. The GRANTEE shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or person offered employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition, including AIDS and AIDS-related conditions.

n. In connection with the performance of this Agreement, the GRANTEE will cooperate with the DEPARTMENT in meeting the DEPARTMENT's commitments and goals with regard to the maximum utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to insure the DBEs have the maximum practicable opportunity to compete for subcontract work under this Agreement.

o. Information and Reports: The GRANTEE shall provide all information and reports required by the Regulations, or directives issued pursuant thereto and shall permit access to facilities as may be determined by the DEPARTMENT or the FTA to be pertinent to ascertain compliance with such Regulations or directives. Agreements with subcontractors will include provisions making all subcontractor records available for audit by the DEPARTMENT and/or the FTA.

p. Sanctions for Noncompliance: In the event of the GRANTEE's noncompliance with the nondiscrimination provisions of this Agreement, the DEPARTMENT shall impose such Agreement sanctions as it or the FTA may determine to be appropriate, including, but not limited to:

i. Withholding of payments to the GRANTEE under this Agreement until the GRANTEE complies, and/or

ii. Cancellation, termination or suspension of this Agreement, in whole or in part.

2. The GRANTEE agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act.

3. The GRANTEE acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801, et seq. and United States Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Agreement. Upon execution of this Agreement, the GRANTEE certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Agreement and the FTA-assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the

GRANTEE further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 against the GRANTEE, to the extent the federal government deems appropriate.

4. The GRANTEE also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government under an Agreement connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5311, the United States Government reserves the right to impose the penalties of 18 U.S.C. § 1001 against the GRANTEE, to the extent the federal government deems appropriate.

5. The GRANTEE agrees to include Paragraphs 3 and 4 in this Article IX in each third-party subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that such paragraphs shall not be modified, except to identify the subcontractor who will be subject to the provisions.

6. The GRANTEE shall, at its own expense, obtain and pay for all licenses, permits and/or fees and comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner effecting the performance of this Agreement, including, without limitation, worker's compensation laws, licensing laws, and regulations.

7. The GRANTEE and all successors, executors, administrators, and assigns of the GRANTEE's interest in the work or the compensation herein provided, shall be bound by the terms of this Agreement, to the full extent that GRANTEE is bound.

8. In any dispute arising under this Agreement as to performance, compensation, and the interpretation of satisfactory fulfillment of the terms of this Agreement, the decision of the Director of the DEPARTMENT, with the concurrence of the FTA, shall be final and conclusive as to all parties. Nothing herein contained shall impair the parties' rights to file suit in the district courts of the state of Nevada.

9. Performance During Dispute: Unless otherwise directed by the DEPARTMENT, the GRANTEE shall continue performance under this Agreement while matters in dispute are being resolved.

10. Rights and Remedies: The duties and obligations imposed by the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by the DEPARTMENT or the GRANTEE shall constitute a waiver of any right or duty afforded any of them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

11. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless, and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorney's fees and costs, arising out of any alleged acts or omissions of the party, its officers, employees, and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described herein. The indemnifying party conditions this indemnification obligation upon service of written notice within thirty (30) calendar days of the indemnified party's

notice of actual or pending claims or cause of action. The indemnifying party shall not be liable to hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel.

12. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any DEPARTMENT breach shall never exceed the amount of funds that have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach. Venue for any such actions shall be in Carson City, Nevada.

13. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the state of Nevada. The parties consent to the exclusive jurisdiction of the Nevada State District Courts for enforcement of this Agreement.

14. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephone facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted and addressed to the other parties at the addresses set forth below:

FOR DEPARTMENT:
Tracy Larkin Thomason, Director
ATTN: Wendy Sharp, Transit Manager
Nevada Department of Transportation
1263 South Stewart Street
Carson City, NV 89712
Phone: 775-888-7312
E-Mail: wdsharp@dot.nv.gov

FOR GRANTEE:
Mark Gardner
Douglas Area Rural Transit
1329 Waterloo Ln.
Gardnerville, NV 89410
Phone: 775-782-9821
E-Mail: mgardner@douglasnv.us

15. The GRANTEE shall not assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the DEPARTMENT.

16. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is, and shall be, an entity separate and distinct from the other party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement.

17. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary statutes hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, breach of contract, or for any reasons whatsoever pursuant to the terms and or provisions of this Agreement.

18. It is specifically agreed between the parties executing this Agreement that it is intended to create a contractual relationship solely between the DEPARTMENT and the GRANTEE. It is further specifically agreed between the parties executing this Agreement that it is not intended by any provisions of any part of this Agreement, to create in the GRANTEE's

subcontractors, the public, or any member thereof, a contractual relationship between such persons and entities and the DEPARTMENT.

19. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including, without limitation, strikes, inmate disturbances, acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods, winds storms, failure of public transportation, or any other similar serious cause beyond the reasonable control of either party. 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 this Agreement after the intervening cause ceases.

20. 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 Agreement.

21. The GRANTEE acknowledges and agrees that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the GRANTEE, or any other party pertaining to any matter resulting from the underlying Agreement.

22. The GRANTEE acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification to the federal government under an Agreement connected with a project that is financed in whole or in part with federal assistance originally awarded by the FTA under the authority of 49 U.S.C. § 5310, the federal government reserves the right to impose the penalties of 18 U.S.C. § 1001 against the GRANTEE, to the extent the federal government deems appropriate.

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

24. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of this Agreement and this Agreement 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 Agreement unenforceable.

25. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the activities which form the subject of this Agreement.

26. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

27. As used herein, the term "GRANTEE" shall include the plural as well as the singular, and the feminine as well as the masculine.

28. As used herein, the term “GRANTEE” shall be interchangeable with the term “AWARDEE” in all contexts related to this Agreement.

29. As used herein, the term “PROJECT ASSETS” shall include the plural as well as the singular.

30. Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties hereto shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, the recovery of actual damages and the prevailing party's reasonable attorney's fees and costs.

31. This Agreement, and the attachment thereto: Attachment "A" – Application, constitute the entire Agreement of the parties and such is 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 Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise specifically authorized by the terms of this Agreement, no modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and the Attorney General.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Douglas Area Rural Transit;
a local public body, or agency thereof.

DocuSigned by:
Mark Gardner
63F855973195438...

Mark Gardner Chairman, Douglas County BOCC
Name and Title (Print)

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

DocuSigned by:
59F62CD438AD46A...
Director

Approved as to Legality and Form:

DocuSigned by:
Shane Chesney
D05162A5E4B2415...
Deputy Attorney General

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PUBLIC NOTICE

The State of Nevada Department of Transportation
Multimodal Planning, Transit Office

FEDERAL GRANT APPLICATION

For additional information or assistance, please contact the Transit Office at transitteam@dot.nv.gov

Applications must be postmarked by, emailed, or hand delivered on or before:

Friday, April 28, 2023

Submit one (1) portable document format (.pdf) copy of the application to:

transitteam@dot.nv.gov

or

Nevada DOT Transit Office
Federal Grant Application
1263 S. Stewart Street, Room 320
Carson City, NV 89712-0001

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OVERVIEW

The Nevada Department of Transportation (Nevada DOT) is the agency designated to apply for, receive, and administer funds under Federal Transit Administration (FTA) Sections 5310, 5311, and 5339. This application has been developed to assist Applicants in applying for capital funding assistance under these programs. The information provided by the Applicant is intended to justify their request for funding. This application is used by the Nevada DOT to evaluate all proposed projects and to complete its annual application to the FTA.

The **FEDERAL GRANT APPLICATION** must be filled out by all Applicants in its entirety. All application documents and addenda are available on the Nevada DOT website: https://www.nevadadot.com/mobility/transit/transit-resources

Applications must be provided in PDF format (scans will not be accepted) via email or via a USB drive mailed to:

transitteam@dot.nv.gov

or

Nevada DOT Transit Office
Federal Grant Application
1263 S. Stewart Street, Room 320
Carson City, NV 89712-0001

Application submissions must be postmarked by, or emailed on or before the **PUBLISHED DUE DATE.**

The Nevada DOT Transit Office staff will review and score all submitted applications. Applications are scored upon the documents and information received within the application packet. **Additional document requests will be made if anything is missing from the application, but providing those missing documents won't change the application's score.** Please ensure all required forms, information, addenda, and/or attachments are provided with your Federal Grant Application.

NEW APPLICANTS

A new Applicant is an Applicant that did not receive FTA funding assistance administered by the Nevada DOT in the previous federal fiscal year. New Applicants are required to fill out the **NEW APPLICANT ADDENDUM** with their **FEDERAL GRANT APPLICATION**, along with the required attachments or addenda.

Existing subrecipients do not fill out this form.

APPLYING FOR FEDERAL OPERATING ASSISTANCE

49 U.S.C. § 5311 provides for the availability of federal funds for operating expenses in small urban and rural areas by way of the FTA Formula Grant Programs administered by the Nevada DOT. Operating assistance Applicants are required to submit the OPERATING ASSISTANCE ADDENDUM and the MULTI-YEAR OPERATING BUDGET FORM along with their FEDERAL GRANT APPLICATION, and any required attachments.

All operating assistance (§5311) is applied for through the OPERATING ASSISTANCE ADDENDUM only

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APPLYING FOR FEDERAL CAPITAL ASSISTANCE

49 U.S.C. § 5310 and 49 U.S.C. § 5339 provide for the availability of federal funds for capital expenses in small urban and rural areas by way of the FTA Formula Grant Programs administered by the Nevada DOT. Capital assistance Applicants are required to submit the **CAPITAL ASSISTANCE ADDENDUM** and the **MULTI-YEAR CAPITAL BUDGET FORM** along with their **FEDERAL GRANT APPLICATION**, and any required attachments.

All capital assistance (§5310 or §5339) is applied for through the **CAPITAL ASSISTANCE ADDENDUM** only.

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APPLICATION ASSISTANCE

The Nevada DOT Transit Office has staff available to provide a wide range of technical assistance to Applicants in completing the grant application in its entirety. Questions regarding the application may be directed to the Nevada DOT transit staff via email at transitteam@dot.nv.gov.

ONLINE RESOURCES

Nevada DOT Transit Office Resources
https://www.nevadadot.com/mobility/transit/transit-resources

FTA Certifications and Assurances
https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/certifications-assurances

IMPORTANT NOTES

The purpose of this application for federal financial assistance is to evaluate your program needs through your qualifying responses. Therefore, all information you need to provide to us will encompass, at minimum, your transit specific program and may also include additional information you provide in consideration for federal funding assistance. The more complete, accurate, and thorough the information you provide is, the clearer your needs will be in the evaluation.

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SCORING CRITERIA

The Nevada DOT Transit Office staff will review and score all submitted applications. Applications are scored upon the documents and information received within the application packet. **Additional document requests will be made if anything is missing from the application, but providing those missing documents won't change the application's score.** Please ensure all required forms, information, addenda, or attachments are provided with your Federal Grant Application.

The Nevada DOT uses the same project selection process for all grants. The Applicant must demonstrate that it has the requisite legal, financial, and technical capacity to responsibly and efficiently implement, administer, and manage the project.

The Transit Office reviews applications for eligibility and completeness prior to scoring. Applications will be scored before recommendations are provided to the Director of the Nevada DOT for allocation of the funds.

Final awards are based upon funding availability from the FTA. Application scoring will be facilitated through evaluation of responses to application questions using the following criteria:

Project Need

Projects will be evaluated upon application responses that address the need for services, how the need was determined, and assessing the current services in the area. **Projects will be scored between one and five, with one being representing little need and five representing great need.*

5 points total

Financial & Technical Capacity

Financial and technical capacity will be evaluated upon application responses that exhibit an Applicant's financial and technical ability to carry out the proposed services outlined within their application. **Financial and technical capacity will be scored between one and five, with one representing little capacity and five representing requisite capacity.*

5 points total

Coordination & Cooperation

Coordination and cooperation efforts will be evaluated upon application responses that describe the level and quality of coordination efforts by the Applicant with other providers of transportation or transit advocates in the surrounding area. **Coordination and cooperation will be scored between one and five, with one representing little coordination and cooperation and five representing satisfactory coordination and cooperation.*

5 points total

Compliance Risk

Compliance risk will be evaluated based upon application responses, compliance monitoring results, and risk assessments conducted by the Transit Office. **Projects will be scored between one and five, with one representing high risk and five representing low risk.*

5 points total

Previous Project Performance

Previous performance will be evaluated upon data provided within the application and data available to the Transit Office. Criteria will be evaluated to assess the ability of the Applicant to successfully and efficiently perform the proposed services with the funding requested and/or available. **Previous project performance will be scored between one and five, with one representing poor performance and five representing good performance.*

5 points total

Fiscal Performance and Budget

Budgets will be evaluated for project expenses, projected revenues, and local match commitments. Fiscal performance will be reviewed based upon previous awards, reimbursement requests, and funding usage. These criteria will be evaluated to assess the ability of the Applicant to perform the proposed services with the funding requested and/or available. **Fiscal performance and budget will be scored between one and five, with one representing poor performance and five representing good performance.*

5 points total

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FEDERAL GRANT APPLICATION

For Funding Assistance Under
49 U.S.C. §§ 5310, 5311, and 5339

Application Due Friday, April 28, 2023

Legal Name of Applicant (and DBA, if applicable) If the Applicant is a Nevada county, enter the county name. (e.g. Lander County)		Applicant NV Vendor Number:
Douglas County Rural Transit		T40174400
Name of Third-Party Transportation Provider (if applicable)		Applicant NV Business License Number:
Applicant Physical Address, City, State, ZIP 1329 Waterloo Lane, Gardnerville, NV, 89410		Applicant DUNS Number: 010984979
Applicant Mailing Address, City, State, ZIP (if different from physical address) PO Box 218, Minden, NV, 89423		Applicant Website: www.douglascountynv.gov
Applicant Contact (for communication regarding this application) Geoff Bonar	Applicant Primary Phone Number: 775-782-6243	Applicant Primary Fax Number: 775-783-6457

Program Contact (for communication regarding Applicant's transit program)	Program Contact Phone Number:
Linda Skaggs	775-782-5246
Program Contact Title: Transportation Supervisor	Program Contact Email: lskaggs@douglasnv.us

Governing Body of Applicant: Douglas County Board of County Commissioners	
Individual with Signing Authority (Authorized Signer): Mark Gardner	Authorized Signer Phone Number (This must be a direct line and not a menu system, as it is used for Docusign authentication): 775-782-9821
Authorized Signer Title: Board Chairman	Authorized Signer Email: mgardner@douglasnv.us

	Indicate which addenda will accompany this application.
Operating Assistance Addendum	☑
Capital Assistance Addendum	☑
New Applicant Addendum	☐

Applicants approved for federal funding assistance will receive the Grantee Agreement from the Nevada DOT through DocuSign for signature.

Only the Authorized Signer can sign the Grantee Agreement, however, others may receive a copy via DocuSign to view. This can be requested by including a request as an attachment to this application.

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AUTHORIZING RESOLUTION

Resolution No. 2023R-032 Douglas County Rural Transit

Legal name (and DBA, if applicable) of the Applicant

A resolution authorizing the submittal of a proposal or proposals with the Nevada Department of Transportation (Nevada DOT) for grants through the U.S. Department of Transportation (USDOT) Federal Transit Administration (FTA), as authorized under Federal Transit Law and funds available from the Nevada Public Transportation Grant Program and executing a contract with the Nevada Department of Transportation upon grant proposal acceptance.

WHEREAS, the Director of the Nevada Department of Transportation is authorized to make grants for a public transportation program;

WHEREAS, the contract for financial assistance will impose certain obligations upon the Applicant, including the provision by it of the local share of the project costs in the program;

WHEREAS, it is required by the U.S. Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance, that the Applicant give an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the U.S. Department of Transportation requirements thereunder; and

WHEREAS, it is the goal of the Applicant that disadvantaged business enterprise be used to the fullest extent possible in connection with this/these project(s), and that definite procedures shall be established and administered to ensure that disadvantaged businesses shall have the maximum construction contracts, supplies, equipment contracts, or consultant and other services.

NOW, THEREFORE, BE IT RESOLVED BY Douglas County Board of County Commissioners,

(GOVERNING BODY OF APPLICANT)

1. The Director of Community Services (*job title*) is authorized to execute and submit an application on behalf of APPLICANT with the Nevada DOT to aid in the financing of capital and operating assistance projects and the Nevada Public Transportation Grant Program.

2. The Budget Analyst Senior (*job title*) is authorized to execute and file with such application and assurance or any other document required by the USDOT effectuating the purposes of Title VI of the Civil Rights Act of 1964.

3. The Budget Analyst Senior (*job title*) is authorized to furnish such additional information as the Nevada DOT may require in connection with the application for the program of projects submitted to the FTA.

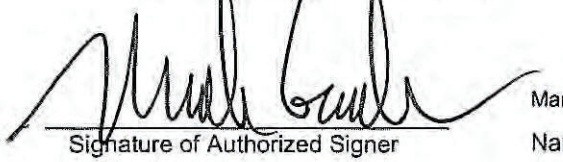
4. The Director of Community Services (*job title*) is authorized to set forth and execute affirmative disadvantaged business policies in connection to any procurement made as part of the project.

5. The Budget Analyst Senior (*job title*) is authorized to execute grant agreements on behalf of APPLICANT with the Nevada DOT for aid in the financing of operating and capital assistance projects.

The undersigned duly qualified and acting Authorized Signer of the Governing Body of Applicant certifies that the foregoing is a true and correct copy of a resolution, adopted at a legally convened meeting of the Douglas County Board of County Commissioners

(GOVERNING BODY OF APPLICANT)

held on April 20th (MONTH/DAY), 2023 (YEAR).



Signature of Authorized Signer

Mark Gardner

Name of Authorized Signer

Board Chairman

Title of Authorized Signer

4/21/2023

Date

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LOCAL ASSURANCES

Douglas County Rural Transit

Legal name (and DBA, if applicable) of the Applicant

Douglas County Board of County Commissioners; hereby assures and certifies, that:

(GOVERNING BODY OF APPLICANT)

1. The Applicant has the requisite fiscal, managerial, and legal capability to carry out the Section 5310, 5311, and/or 5339 Program(s) identified in this application and to receive and disburse federal funds; and

2. Some combination of state, local, and/or private funding sources has or will be committed to provide the required local share; and

3. The Applicant has or will have by the time of delivery, sufficient funds to operate the vehicles and/or equipment purchased under this project, as applicable; and

4. Private for-profit transit and paratransit operators have been afforded a fair and timely opportunity by the applicant to participate to the maximum extent feasible in the planning and provision of the proposed transit services; and

5. The Applicant, to the maximum extent feasible, will coordinate with other transportation providers and users, including social service agencies capable of purchasing service.

Signature of Authorized Signer

Mark Gardner

Name of Authorized Signer

Board Chairman

Title of Authorized Signer

4/21/2023

Date

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CERTIFICATION OF USE OF PROJECT EQUIPMENT, FACILITIES, AND PROPERTY

I hereby certify that project equipment, facilities, and property are, and will continue to be, used in accordance with the terms and conditions of all applicable capital and operating grant agreements, and that no part of the local contribution has been refunded or reduced.

Douglas County Rural Transit

(APPLICANT)

Douglas County Board of County Commissioners

(GOVERNING BODY OF APPLICANT)

Signature of Authorized Signer

Mark Gardner

Name of Authorized Signer

Board Chairman

Title of Authorized Signer

4/21/2023

Date

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CERTIFICATION OF EQUIVALENT SERVICE

Douglas County Rural Transit
Legal name (and DBA, if applicable) of the Applicant

certifies that its demand responsive service offered to individuals with disabilities, including individuals who use wheelchairs, is equivalent to the level and quality of service offered to individuals without disabilities. Such service, when viewed in its entirety, is provided in the most integrated setting feasible and is equivalent with respect to:

a) Response Time;
b) Fares;
c) Geographic service area;
d) Hours and days of service;
e) Restrictions or priorities based on trip purpose;
f) Availability of information and reservation capability; and
g) Constraints on capacity or service availability.

In accordance with 49 CFR 37.77, public entities operating demand responsive systems for the general public which receive financial assistance under 49 U.S.C. 5311 must file this certification with the appropriate state program office before procuring any inaccessible vehicle. Such public entities not receiving FTA funds shall also file the certification with the appropriate state program office. Such public entities receiving FTA funds under any other section of the FT Act must file the certification with the appropriate FTA regional office. This certification is valid for no longer than one year from its date of filing.

When awarding inaccessible vehicles to subrecipients, monitoring compliance with certification requirements means asking funding applicants who request inaccessible vehicles to document equivalency of services. Such documentation addresses each area of equivalency: response time, fares, geographic areas of service, hours and days of service, trip purpose, information and reservation capability, and capacity and service availability.

When requesting and receiving inaccessible vehicles, accurately certifying that service is equivalent means reviewing policies and operating procedures to ensure that service is available in the same area, at the same times, with the same response time, and for the same trip purposes for all types of riders. This includes riders with disabilities who use wheelchairs as well as others who may need accessible vehicles. FTA encourages monitoring daily operations to ensure compliance with policies and operating procedures and that the service is equivalent.

FTA also expects subrecipients that obtain or plan to obtain inaccessible vehicles to gather and closely analyze service data to determine if service is the same for all riders. At a minimum, this would include comparing the following service data for riders who need accessible vehicles with riders who do not need accessible vehicles:

- Trip denials and missed trips
- Frequency of being wait-listed
- On-time performance
- On-board ride times
- Telephone hold times

Signature of Authorized Signer

Mark Gardner
Name of Authorized Signer

Board Chairman
Title of Authorized Signer

4/21/2023
Date

DocuSign Envelope ID: 54D4ECAA-EAEC-43AE-A758-D50C8427C4CA

CERTIFICATION FOR AUDIT REQUIREMENTS

I hereby certify that the Douglas County Rural Transit (Legal name (and DBA, if applicable) of the Applicant) will comply with **2 CFR §200.501 - Audit Requirements.**

(a) Audit required. A non-Federal entity that expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) Single audit. A non-Federal entity that expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with § 200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with § 200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

(d) Exemption when Federal awards expended are less than $750,000. A non-Federal entity that expends less than $750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in § 200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) Federally Funded Research and Development Centers (FFRDC). Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) Subrecipients and Contractors. An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section § 200.330 Subrecipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) Compliance responsibility for contractors. In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) For-profit subrecipient. Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also § 200.331 Requirements for pass-through entities.

Signature of Authorized Signer

Mark Gardner
Name of Authorized Signer

4/21/2023
Date

Board Chairman
Title of Authorized Signer

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CERTIFICATION OF REQUIRED POLICIES

New Applicants of Federal Capital Assistance – **Do not use this form.** New applicants must provide all of these documents, as applicable, with the New Applicant Addendum provided by the Nevada DOT Transit Office. Please contact Transit Office for guidance regarding the application process.

Existing Recipients of Federal Operating or Capital Assistance – Using the form below, indicate your policy or program, when it was reviewed/adopted **by your agency**, when it is scheduled for the next review **by your agency**, and if it has been submitted to the Nevada DOT. *Policies and programs are required to be reviewed and/or updated by your agency every three (3) years to maintain compliance with regulations.*

Equal Employment Opportunity (EEO)

Agencies that meet both of the following threshold requirements must prepare and maintain an abbreviated EEO Program:

a) Employs between 50 – 99 transit-related employees, and

b) Requests or receives capital or operating assistance in excess of $1,000,000 or planning assistance in excess of $250,000 in the previous FFY.

Agencies that meet both of the following threshold requirements must implement all of the EEO Program elements:

a) Employs 100 or more transit-related employees, and

b) Requests or receives capital or operating assistance in excess of $1,000,000, or planning assistance in excess of $250,000 in the previous FFY.

Agencies that do not meet either of the above threshold requirements must have an EEO Policy.

Douglas County Rural Transit _____ is required to maintain:
(Legal name (and DBA, if applicable) of the Applicant)

- ○ an abbreviated EEO Program.
- ○ an EEO Program with all elements.
- ◉ an EEO Policy.

Date the Applicant Last Reviewed or Updated their EEO Program or Policy: 2/3/22

Date the Applicant is Scheduled to Review or Update their EEO Program or Policy: 5/31/23

Date the Applicant's Adopted EEO Program or Policy was submitted to the Nevada DOT: 4/23/21

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Title VI Program

Applicants must comply with applicable provisions of 49 U.S.C. 5332. These provisions prohibit discrimination based on race, color, religion, national origin, sex, age, disability, and prohibit discrimination in employment or business opportunity. Applicant transportation services must meet a significant portion of the actual transportation needs of individuals with disabilities within a reasonable time.

Douglas County Rural Transit
Legal name (and DBA, if applicable) of the Applicant is required to maintain a Title VI Program.

Date the Applicant Last Reviewed or Updated their Title VI Program: 2/3/22

Date the Applicant is Scheduled to Review or Update their Title VI Program: 5/31/23

Date the Applicant's Adopted Title VI Program was submitted to the Nevada DOT: 4/23/21

Americans with Disabilities Act (ADA) Policy

Section 504 of the Rehabilitation Act of 1973, as amended 29 U.S.C. 794, prohibits discrimination based on disability by recipients or subrecipients of federal financial assistance. The Nevada DOT's FTA subrecipients sign an "Assurance of Non-Discrimination Based on Disability" that states they will not discriminate against individuals with disabilities while providing transportation service.

Douglas County Rural Transit
Legal name (and DBA, if applicable) of the Applicant is required to maintain an ADA Policy.

Date the Applicant Last Reviewed or Updated their ADA Policy: 2/3/22

Date the Applicant is Scheduled to Review or Update their ADA Policy: 5/31/23

Date the Applicant's Adopted ADA Policy was submitted to the Nevada DOT: 4/23/21

Drug and Alcohol (D&A) Program

Section 5311 and 5339 funding applicants are required to comply with regulations issued by the FTA on drug and alcohol testing, 49 C.F.R. Parts 40 and 655.

Douglas County Rural Transit
Legal name (and DBA, if applicable) of the Applicant is:

- (●) required to maintain a Drug and Alcohol Program.
- ( ) not required to maintain a Drug and Alcohol Program.

Date the Applicant Last Reviewed or Updated their D&A Program: 9/24/21

Date the Applicant is Scheduled to Review or Update their D&A Program: 10/1/23

Date the Applicant's Adopted D&A Program was submitted to the Nevada DOT: 9/24/21

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APPLICANT CERTIFICATION OF REQUIRED POLICIES SIGNATURE PAGE

Douglas County Rural Transit
Legal name (and DBA, if applicable) of the Applicant hereby certifies that the forgoing is true and correct.

Signature of Authorized Signer

Mark Gardner
Name of Authorized Signer

Board Chairman
Title of Authorized Signer

4/21/2023
Date

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Performance Data for Applicant Agency

Applicants must enter all historical data for the modes that they operated in the indicated federal fiscal year, even if that mode is not currently or no longer in operation.

All Modes	Total Vehicle Revenue Miles (VRM)	Total Vehicle Revenue Hours (VRH)	Total Unlinked Passenger Trips (UPT)	Total Operating Expenses	Total Fare Revenues
FFY2022	175,921	11,531	15,453	$ 736,309	$ 3,218
FFY2021	151,537	12,734	12,164	$ 625,930	$ 2,325
FFY2020	145,297	10,321	13,375	$ 664,370	$ 3,927
FFY2019	202,403	14,358	28,071	$ 665,770	$ 8,916
FFY2018	196,755	14,434	41,215	$ 621,584	$ 8,221

DR	Vehicle Revenue Miles (VRM)	Vehicle Revenue Hours (VRH)	Unlinked Passenger Trips (UPT)	Operating Expenses	Fare Revenues
FFY2022	150,523	9,643	14,271	$ 625,863	$ 2,735
FFY2021	128,806	10,824	11,338	$ 532,041	$ 1,976
FFY2020	66,697	8,401	13,305	$ 845,215	$ 3,338
FFY2019	132,081	12,438	10,505	$ 565,905	$ 7,579
FFY2018	205,724	13,508	39,561	$ 528,346	$ 6,988

MB	Vehicle Revenue Miles (VRM)	Vehicle Revenue Hours (VRH)	Unlinked Passenger Trips (UPT)	Operating Expenses	Fare Revenues
FFY2022	25,398	1,888	1,182	$ 110,446	$ 483
FFY2021	22,731	1,910	826	$ 93,890	$ 349
FFY2020	78,600	1,920	0	$ 149,156	$ 589
FFY2019	10,743	1,920	380	$ 99,866	$ 1,337
FFY2018	3,616	1,920	0	$ 93,238	$ 1,233

CB	Vehicle Revenue Miles (VRM)	Vehicle Revenue Hours (VRH)	Unlinked Passenger Trips (UPT)	Operating Expenses	Fare Revenues
FFY2022	0	0	0	$ 0	$ 0
FFY2021	0	0	0	$ 0	$ 0
FFY2020	0	0	0	$ 0	$ 0
FFY2019	0	0	0	$ 0	$ 0
FFY2018	0	0	0	$ 0	$ 0

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FEDERAL GRANT APPLICATION ATTACHMENTS

1. **FTA Certifications and Assurances***

   FTA Certifications and Assurances must be included with this grant application.

   https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/certifications-assurances

   The new Federal Fiscal Year Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements is made available, annually, in the first few months of the calendar year. ***Do not use the forms for the previous Federal Fiscal Year.***

   **In the event that the new FFY Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements is NOT made available in order for applicants to submit a Federal Grant Application to the Nevada DOT prior to the due date, the Transit Office will accept the prior year's Certs and Assurances form with a notation that the new Certs and Assurances will be provided to our office within within 60 days of the date of availability of the new C&As.*

2. **Certificate(s) of Insurance (COIs)****

   Each applicant is required to provide certificates of insurance for their agency as shown below:

   General Liability Insurance
   Auto Liability Insurance
   Worker's Compensation Insurance

*****The COI(s) must list the Nevada Department of Transportation as the additional insured with reference to the Active Grantee Agreement(s) for FTA §§ 5310, 5311, and/or 5339 federal assistance. These forms need to be updated when agreement numbers change or when policies expire. For this application, applicants that are current subrecipients must use their current, active agreement number on COIs with the understanding that the agreement number will need to be updated on October 1. New applicants must list the agreement number as TBD.***

COI expiration dates must be kept current throughout the life of the agreement/award, per agreement language, so as not to risk having the agreement for federal assistance be unilaterally terminated by the Department.

3. **Agency Organizational Chart*****

   Your agency organizational chart must be included with this grant application. Ensure that the organization of your governing body is included in this chart. Your agency organizational chart should include all positions that pertain to the program for which you seek federal assistance.

   ****Organizational changes must be provided to the Transit Office throughout the life of the agreement/award.*

4. **List of All Public or Private Providers of Public Transportation in Service Area**

   Provide a full list of all public or private transportation providers in your agency service area.

5. **Current Asset Inventory** (Revenue Vehicles, Service Vehicles, Equipment > $50,000 original retail price)
   Current subrecipients must use their TAM Tab from the Invoice or Ridership Workbook to provide their Asset Inventory.
   New Applicants must completely fill out the Department-provided Current Asset Inventory Form. No fields should be left blank.

6. **Proof of Grant Application Advertisement**

   Applicants must show proof they have met the requirements stated above by providing, as an attachment to this Federal Grant Application, sufficient evidence of reasonable notification to all transportation providers in the proposed service area. Nevada Department of Transportation State Management Plan, Section J.1.A Application Submission by Subrecipients, Paragraph 3 states:

   "Applicants must ensure that private-for-profit and private non-profit transit operators are given the opportunity to participate in the planning and implementation of the project to the maximum extent feasible. This includes soliciting private companies' participation in their planning process and encouraging private companies to actively participate in the planning process. Applicants must provide reasonable notice to all transportation providers in the proposed service area to inform them of the project and ascertain whether the private providers could participate in the project. This is accomplished by publishing a public notice in a newspaper of general circulation and/or on the applicant's website, by sending a letter of intent directly to private providers, or by conducting a public participation process."

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FEDERAL GRANT APPLICATION DOCUMENT CHECKLIST

FEDERAL GRANT APPLICATION

	Authorizing Resolution, Page 2
	Local Assurances, Page 3
	Certification of Use of Project Equipment, Facilities, and Property, Page 4
	Certification of Equivalent Service, Page 5
	Certification for Audit Requirements, Page 6
	Certification of Required Policies (not for NEW APPLICANTS), Pages 7-9
	Performance Data Table, Page 10
	Attachment 1 – FTA Certifications and Assurances
	Attachment 2 – Certificate(s) of Insurance
	Attachment 3 – Agency Organizational Chart
	Attachment 4 – List of All Public or Private Providers of Public Transportation in Service Area
	Attachment 5 – Current Asset Inventory
	Attachment 6 – Proof of Grant Application Advertisement

NEW APPLICANT ADDENDUM

	Attachment 1 – Equal Employment Opportunity Program or Policy
	Attachment 2 – Title VI Program
	Attachment 3 – Americans with Disabilities Act Policy
	Attachment 4 – Drug and Alcohol Program (if applicable)

CAPITAL ASSISTANCE ADDENDUM

	Attachment 1 - Narrative Responses to Q1 through Q8
	Attachment 2 – Multi-Year Capital Budget Form(s) and Independent Cost Estimate(s)
	Attachment 3 – OPTIONAL – Applicant-provided Independent Cost Estimate (Only needed if the applicant isn't using the Department-provided ICE template)

OPERATING ASSISTANCE ADDENDUM

	Statement of Acceptance of the Special Section 5333(b) Warranty
	Special Section 5333(b) Warranty
	Attachment 1 - Narrative Responses to Q1 through Q7
	Attachment 2 – Multi-Year Operating Budget Form

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DART

FY 2024 Federal Grant Application

Attachments



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DART

FY 2024 Federal Grant Application Attachments

Attachment #1 – FTA Certifications and Assurances

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Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision.

Text in italic is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

(a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

(b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

(c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

(d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

(e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

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(f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21;

(2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;

(3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.

(4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;

(5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;

(6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;

(7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;

(10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,

(11) the requirements of any other nondiscrimination statute(s) which may apply to the application.

(g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”) (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.

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(h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

(i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.

(j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

(k) Will comply with environmental standards which may be prescribed pursuant to the following:

(1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;

(2) Notification of violating facilities pursuant to EO 11738;

(3) Protection of wetlands pursuant to EO 11990;

(4) Evaluation of flood hazards in floodplains in accordance with EO 11988;

(5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);

(6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);

(7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and

(8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).

(l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

(m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).

(n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

(o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

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animals held for research, teaching, or other activities supported by this award of assistance.

(p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

(q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, "Audit Requirements", as adopted and implemented by U.S. DOT at 2 CFR Part 1201.

(r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.

(s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from:

(1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;

(2) Procuring a commercial sex act during the period of time that the award is in effect; or

(3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget's standard form 424D "Assurances—Construction Programs" and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

(a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

(b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.

(c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

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1.3. Procurement.

The Uniform Administrative Requirements, 2 CFR § 200.325, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.

The applicant certifies that its procurement system complies with:

(a) U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.327 "Procurement Standards;
(b) Federal laws, regulations, and requirements applicable to FTA procurements; and
(c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

1.4. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant's exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant's principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

(a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
(b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

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(c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;
(d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.5. Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and CARES Act Funding.

The applicant certifies:

(a) To the maximum extent possible, funds made available under title IV of division M of the Consolidated Appropriations Act, 2021 (Public Law 116–260), and in title XII of division B of the CARES Act (Public Law 116–136; 134 Stat. 599) shall be directed to payroll and operations of public transit (including payroll and expenses of private providers of public transportation); or
(b) The applicant certifies that the applicant has not furloughed any employees.

1.6. American Rescue Plan Act Funding.

The applicant certifies:

(a) Funds made available by Section 3401(a)(2)(A) of the American Rescue Plan Act of 2021 (Public Law 117-2) shall be directed to payroll and operations of public transportation (including payroll and expenses of private providers of public transportation); or
(b) The applicant certifies that the applicant has not furloughed any employees.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA's state safety oversight programs, and each State that is required to draft and certify a Public Transportation Agency Safety Plan on behalf of a Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) pursuant to 49 CFR § 673.11(d).

This certification is required by 49 U.S.C. § 5307(c)(1)(L), 49 U.S.C. § 5329(d)(1), and 49 CFR § 673.13. This certification is a condition of receipt of Urbanized Area Formula Grants Program (49 U.S.C. § 5307) funding.

This certification does not apply to any applicant that only receives financial assistance from FTA under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C.

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§ 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs, unless it operates a rail fixed guideway public transportation system.

If the applicant is an operator, the applicant certifies that it has established a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673; including, specifically, that the board of directors (or equivalent entity) of the applicant has approved, or, in the case of an applicant that will apply for assistance under 49 U.S.C. § 5307 that is serving an urbanized area with a population of 200,000 or more, the safety committee of the entity established under 49 U.S.C. § 5329(d)(5), followed by the board of directors (or equivalent entity) of the applicant has approved, the Public Transportation Agency Safety Plan or any updates thereto; and, for each recipient serving an urbanized area with a population of fewer than 200,000, that the Public Transportation Agency Safety Plan has been developed in cooperation with frontline employee representatives.

If the applicant is a State that drafts and certifies a Public Transportation Agency Safety Plan on behalf of a public transportation operator, the applicant certifies that:

(a) It has drafted and certified a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673 for each Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) in the State, unless the Small Public Transportation Provider provided notification to the State that it was opting out of the State-drafted plan and drafting its own Public Transportation Agency Safety Plan; and

(b) Each Small Public Transportation Provider within the State that opts to use a State-drafted Public Transportation Agency Safety Plan has a plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 CFR § 673.5), Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5), and, if the Small Public Transportation Provider serves an urbanized area with a population of 200,000 or more, the safety committee of the Small Public Transportation Provider established under 49 U.S.C. § 5329(d)(5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2023, Pub. L. 117-328, div. E, tit. VII, §§ 744–745. U.S. DOT Order 4200.6 defines a "corporation" as "any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association", and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT

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Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

(a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
(b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. LOBBYING.

If the applicant will apply for a grant or cooperative agreement exceeding $100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding $150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.

4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

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

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and

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contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

4.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

CATEGORY 5. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

5.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

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5.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.

(a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
   (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
   (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).

(b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:
   (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
   (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
   (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
   (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 CFR Part 625.

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CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

7.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

7.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); "flex funds" from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act ("TIFIA") (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

(a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
(b) Has or will have satisfactory continuing control over the use of equipment and facilities;

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(c) Will maintain equipment and facilities in accordance with the applicant's transit asset management plan;

(d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—

(1) Senior;

(2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and

(3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);

(e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);

(f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);

(g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);

(h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);

(i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;

(j) Either—

(1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or

(2) Has decided that the expenditure for security projects is not necessary;

(k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and

(l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

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CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

(a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
   (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
   (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and

(b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.

(c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
   (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
   (2) It has determined that otherwise eligible local transit needs are being addressed.

CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

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(a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
(b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
(c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
(d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants), subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants), subsection (b) (bus and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 9 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

Making this certification will incorporate by reference the applicable certifications in Category 8 or Category 9.

If the applicant will receive a competitive award under subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) related to zero emissions vehicles or related infrastructure, it must make the following certification. This certification is required by 49 U.S.C. § 5339(d).

The applicant will use 5 percent of grants related to zero emissions vehicles (as defined in subsection (c)(1)) or related infrastructure under subsection (b) or (c) to fund workforce development training as described in section 49 U.S.C. § 5314(b)(2) (including registered apprenticeships and other labor-management training programs) under the recipient's plan to address the impact of the transition to zero emission vehicles on the applicant's current workforce; or the applicant certifies a smaller percentage is necessary to carry out that plan.

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CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 8, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 8 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 8, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

(a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;
(b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
(c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and
(d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 13. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, the asset management certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4). The certification with regard to acquiring restricted rail rolling stock is required by 49 U.S.C. § 5323(u)(4). Note that this certification is not limited to the use of Federal funds.

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

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If the applicant operates a rail fixed guideway service, the applicant certifies that, in the fiscal year for which an award is available to the applicant under the State of Good Repair Grants Program, 49 U.S.C. § 5337, the applicant will not award any contract or subcontract for the procurement of rail rolling stock for use in public transportation with a rail rolling stock manufacturer described in 49 U.S.C. § 5323(u)(1).

CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act ("TIFIA") Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks ("SIB") Program (23 U.S.C. § 610), it must make the certifications in Category 8 for the Urbanized Area Formula Grants Program, Category 10 for the Fixed Guideway Capital Investment Grants program, and Category 13 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 8, 10, and 13 by reference.

CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA's Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA's regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 672.31 and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

(a) Compliant with the requirements of 49 CFR Part 672, "Public Transportation Safety Certification Training Program"; and
(b) Compliant with the requirements of 49 CFR Part 674, "Sate Safety Oversight".

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CATEGORY 17. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

(a) Response time;
(b) Fares;
(c) Geographic area of service;
(d) Hours and days of service;
(e) Restrictions or priorities based on trip purpose;
(f) Availability of information and reservation capability; and
(g) Any constraints on capacity or service availability.

CATEGORY 18. INTEREST AND FINANCING COSTS.

*If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), "flex funds" from infrastructure programs administered by the Federal Highways Administration (*see *49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).*

The applicant certifies that:

(a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
(b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

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CATEGORY 19. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit https://www.nist.gov/cyberframework *and* https://www.cisa.gov/.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

CATEGORY 20. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT PROGRAMS).

Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant must select the Certifications in Category 21, except as FTA determines otherwise in writing. Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

(a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.

(b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.

(c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.

(d) With respect to its procurement system:

(1) It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost

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Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200, for Awards made on or after December 26, 2014,

(2) It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or

(3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.

(e) It will comply with the Certifications, Assurances, and Agreements in:

(1) Category 05.1 and 05.2 (Charter Service Agreement and School Bus Agreement),

(2) Category 06 (Transit Asset Management Plan),

(3) Category 07.1 and 07.2 (Rolling Stock Buy America Reviews and Bus Testing),

(4) Category 09 (Formula Grants for Rural Areas),

(5) Category 15 (Alcohol and Controlled Substances Testing), and

(6) Category 17 (Demand Responsive Service).

CATEGORY 21. EMERGENCY RELIEF PROGRAM.

An applicant to the Public Transportation Emergency Relief Program, 49 U.S.C. § 5324, must make the following certification. The certification is required by 49 U.S.C. § 5324(f) and must be made before the applicant can receive a grant under the Emergency Relief program.

The applicant certifies that the applicant has insurance required under State law for all structures related to the emergency relief program grant application.

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FEDERAL FISCAL YEAR 2023 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: Douglas County Rural Transit

The Applicant certifies to the applicable provisions of all categories: (*check here*) ✓.

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category		Certification
01	Certifications and Assurances Required of Every Applicant	
02	Public Transportation Agency Safety Plans	
03	Tax Liability and Felony Convictions	
04	Lobbying	
05	Private Sector Protections	
06	Transit Asset Management Plan	
07	Rolling Stock Buy America Reviews and Bus Testing	
08	Urbanized Area Formula Grants Program	
09	Formula Grants for Rural Areas	
10	Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	
11	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	

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12	Enhanced Mobility of Seniors and Individuals with Disabilities Programs	
13	State of Good Repair Grants	
14	Infrastructure Finance Programs	
15	Alcohol and Controlled Substances Testing	
16	Rail Safety Training and Oversight	
17	Demand Responsive Service	
18	Interest and Financing Costs	
19	Cybersecurity Certification for Rail Rolling Stock and Operations	
20	Tribal Transit Programs	
21	Emergency Relief Program	

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

Name of the Applicant: Douglas County Rural Transit

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

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In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: 4/27/23

Name Geoff Bonar, Senior Budget Analyst Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): Douglas County Rural Transit

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: 4/27/23

Name ZACHARY J. WADLE Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

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DART

FY 2024 Federal Grant Application Attachments

Attachment #2 – Certificates of Insurance

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/06/2022

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	CONTACT NAME: Dianne Fernandes	
L/P Insurance Services LLC	PHONE (A/C, No, Ext): (775) 996-6000	FAX (A/C, No): (775) 473-9288
300 East 2nd Street	E-MAIL ADDRESS: dianne.fernandes@lpins.net	
Suite 1300	INSURER(S) AFFORDING COVERAGE	NAIC #
Reno NV 89501	INSURER A : Travelers Indemnity Co	25658
INSURED	INSURER B :	
Douglas County, NV, A Public Entity	INSURER C :	
Attn: Douglas County Human Resources	INSURER D :	
P O Box 218	INSURER E :	
Minden NV 89423	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL227663738 **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			ZLP21P54682	07/01/2022	07/01/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ Excluded
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Abuse and Molestation	$ 5,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A						[ ] PER STATUTE [ ] 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)

Evidence of Coverage:
Inclusive of China Springs Youth Camp and DCSO Jail

CERTIFICATE HOLDER

Evidence of Insurance

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

Dianne Fernandes

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR PUBLIC ENTITIES

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement The following listing is a general coverage description only Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered

A. Owned Watercraft - 25 Feet Long Or Less
B. Who Is An Insured - Public Entities, Elected Or Appointed Officials, And Members Of Your Boards
C. Who Is An Insured - Employees And Volunteer Workers
D. Who Is An Insured - Owners, Managers Or Lessors Of Premises
E. Who Is An Insured - Lessors Of Leased Equipment
F. Blanket Additional Insured - Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement
G. Knowledge And Notice Of Occurrence Or Offense
H. Blanket Waiver Of Subrogation
I. Contractual Liability - Railroads
J. Damage To Premises Rented To You

PROVISIONS

A. OWNED WATERCRAFT – 25 FEET LONG OR LESS

1. The following is added to Exclusion **g., Aircraft, Auto Or Watercraft,** in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

This exclusion does not apply to a watercraft you own that is:

(a) 25 feet long or less; and

(b) Not being used to carry any person or property for a charge

2. The following is added to Paragraph **2.** of **SECTION II – WHO IS AN INSURED:**

Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you own that is:

(1) 25 feet long or less; and

(2) Not being used to carry any person or property for a charge

B. WHO IS AN INSURED – PUBLIC ENTITIES, ELECTED OR APPOINTED OFFICIALS, AND MEMBERS OF YOUR BOARDS

1. The following is added to Paragraph **1.** of **SECTION II – WHO IS AN INSURED:**

If you are designated in the Declarations as a public entity, you are an insured Your lawfully elected or appointed officials, "executive officers" or directors are also insureds, but only with respect to their duties as your elected or appointed officials, "executive officers" or directors Members of "your boards" are also insureds, but only with respect to their duties for you or "your boards" However, none of these officials, "executive officers", directors or members are insureds for:

a. "Bodily injury" or "personal injury":

(1) To you or to any of your "employees" while in the course of his or her employment or performing duties related to the conduct of your business or to any of your "volunteer workers" while

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performing duties related to the conduct of your business;

(2) To the spouse, child, parent, brother or sister of that "employee" or "volunteer worker" as a consequence of Paragraph **a.(1)** above;

(3) To any fellow elected or appointed official, "executive officer" or director, or fellow member of "your boards";

(4) To the spouse, child, parent, brother or sister of that fellow official, "executive officer", director or member as a consequence of Paragraph **a.(3)** above; or

(5) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **a.(1), (2), (3)** or **(4)** above

Unless you are in the business or occupation of providing "professional health care services", Paragraphs **a.(1), (2), (3), (4)** and **(5)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(1) First aid by any of your elected or appointed officials, "executive officers" or directors, or any members of "your boards", other than a doctor, nurse, nursing assistant, physician assistant, dental hygienist or assistant, optometrist, emergency medical technician, paramedic, coroner, physical therapist or physical therapy assistant, speech-language pathologist or speech therapy assistant, occupational therapist or occupational therapy assistant, psychologist, counselor, therapist, social worker or other health care professional; or

(2) "Good Samaritan services" by any of your elected or appointed officials, "executive officers" or directors, or any members of "your boards", other than a doctor or nurse

Any such elected or appointed officials, "executive officers" or directors providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their duties for you Any such members of "your boards" providing or failing to provide first aid or "Good Samaritan services" during their work hours for "your boards" will be deemed to be acting within the scope of their duties for you or "your boards"

b. "Property damage" to property:

(1) Owned, occupied or used by;

(2) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees" or "volunteer workers", or that official, "executive officer", director or member

Any of your lawfully elected or appointed officials, "executive officers", directors or members of "your boards" appointed at your request to serve with an outside tax-exempt entity will be deemed to be acting within the scope of their duties for you

2. The following replaces the first sentence of Paragraph **1.d.** of **SECTION II – WHO IS AN INSURED:**

An organization other than a public entity, partnership, joint venture or limited liability company, you are an insured

3. The following is added to the **DEFINITIONS** Section:

"Indian tribe" means a tribe, band, pueblo, village or community of American Indians, or Alaska Natives, that has been recognized as an Indian tribe by the government of:

a. The United States of America; or

b. Any state in the United States of America

"Joint powers authority" means any organization formed by two or more public entities, or by a public entity and one or more "Indian tribes", that have agreed in a contract or agreement to jointly exercise any power common to them

"Your boards":

a. Means any board, commission, or other governmental unit or department that:

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(1) Is under your jurisdiction; and

(2) Is funded and operated as part of your total operating budget

b. Does not include any "joint powers authority"

C. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS

1. The following replaces the first sentence of Paragraph **2.a.** of **SECTION II – WHO IS AN INSURED:**

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a public entity, partnership, joint venture, or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business

2. The following is added to Paragraph **2.a.** of **SECTION II – WHO IS AN INSURED:**

Any of your "employees" appointed at your request to serve with an outside tax-exempt entity will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business

D. WHO IS AN INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following replaces Paragraph **4.** of **SECTION II – WHO IS AN INSURED:**

4. Any person or organization that is a premises owner, manager or lessor is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of the ownership, maintenance or use of that part of any premises leased or loaned to you

The insurance provided to such premises owner, manager or lessor does not apply to:

a. Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in or to borrow that premises; or

b. Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor

E. WHO IS AN INSURED – LESSORS OF LEASED EQUIPMENT

The following replaces Paragraph **5.** of **SECTION II – WHO IS AN INSURED:**

5. Any person or organization that is an equipment lessor is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor

The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires

F. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less

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G. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following replaces Paragraphs **2.e.(1)** and **2.e.(2)** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your lawfully elected or appointed officials, "executive officers" or directors (if you are a public entity), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a public entity, partnership, joint venture or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense

(2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

(i) A lawfully elected or appointed official, executive officer or director of any public entity;

(ii) A partner or member of any partnership or joint venture;

(iii) A manager of any limited liability company;

(iv) An executive officer or director of any other organization; or

(v) A trustee of any trust;

that is your partner, joint venture member, manager or trustee; or

(b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense

H. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us,** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement

I. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted

J. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or

b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days

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1832 Schuetz Road
St Louis, MO 63146-3540
Telephone (888) 995-5300
(314) 995-5300
Fax (314) 995-3843

CERTIFICATE OF INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY LISTED BELOW.

NAME AND ADDRESS OF CERTIFICATE HOLDER:
DIVISION OF INSURANCE
STATE OF NEVADA
1818 EAST COLLEGE PARKWAY
SUITE 103
CARSON CITY, NV 89706

This is to certify that the policy of insurance listed below has been issued to the insured named below and is in force at this time. Notwithstanding any requirement, term or condition of any contract or any other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policy. Should any of the policy described herein be canceled before expiration date thereof the CORPORATION will endeavor to mail sixty (60) days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the CORPORATION.

NAME INSURED EMPLOYER:	DOUGLAS COUNTY, NEVADA, (SEE ATTACHED)
ADDRESS:	PO BOX 218, MINDEN, NV 89423
POLICY NUMBER:	SP 4066879
TYPE OF INSURANCE:	Specific Excess Workers' Compensation and Employers' Liability Insurance
LOCATION(S):	NEVADA
POLICY LIABILITY PERIOD:	July 01, 2022 through July 01, 2023
POLICY PAYROLL REPORTING PERIOD:	July 01, 2022 through July 01, 2023

Self-Insured Retention Per Occurrence for Presumptive Loss	$ 2,000,000
Self-Insured Retention Per Occurrence for All Other	$ 750,000
Maximum Limit of Indemnity Per Occurrence	Statutory
Employers' Liability Maximum Limit of Indemnity Per Occurrence	$ 2,000,000

SAFETY NATIONAL CASUALTY CORPORATION

By: Seth A. Smith
Executive Vice President and Chief Underwriting Officer
Date: July 06, 2022

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DOUGLAS COUNTY, NEVADA
TOWN OF GARDNERVILLE
TOWN OF GENOA
TOWN OF MINDEN

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NEVADA INSURANCE IDENTIFICATION CARD

COMPANY NAME AND ADDRESS [X] COMMERCIAL [ ] PERSONAL

COMPANY NUMBER
25658

Travelers Indemnity Co
201 Concourse Blvd.
Glen Allen VA 23059-5643

POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
H8102S964138IND22	7/1/2022	7/1/2023

YEAR	MAKE/MODEL	VEHICLE IDENTIFICATION NUMBER
	Fleet	

AGENCY/COMPANY ISSUING CARD AND PHONE NUMBER
L/P Insurance Services LLC
300 East 2nd Street Suite 1300
Reno NV 89501 (775)996-6000

COVERAGE MEETS REQUIREMENTS SET FORTH IN NRS 485.185

INSURED NAME AND ADDRESS

Douglas County, NV, A Public Entity
Attn: Douglas County Human Resources
P O Box 218
Minden NV 89423

SEE IMPORTANT NOTICE ON REVERSE SIDE

THIS CARD MUST BE KEPT IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

THE FRONT OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

THIS CARD HAS BEEN APPROVED BY THE COMMISSIONER OF INSURANCE

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INS050NV (200703).01

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NRS Chapter 485, The Motor Vehicle Financial Responsibility and Insurance Statute requires evidence of insurance be placed in each vehicle. However, NRS 485.370 clearly states that this chapter does not apply to political subdivisions of the State of Nevada. For informational purposes, however, this document serves as evidence of automobile liability coverage.	**NRS Chapter 485, The Motor Vehicle Financial Responsibility and Insurance Statute requires evidence of insurance be placed in each vehicle. However, NRS 485.370 clearly states that this chapter does not apply to political subdivisions of the State of Nevada. For informational purposes, however, this document serves as evidence of automobile liability coverage.**
NRS Chapter 485, The Motor Vehicle Financial Responsibility and Insurance Statute requires evidence of insurance be placed in each vehicle. However, NRS 485.370 clearly states that this chapter does not apply to political subdivisions of the State of Nevada. For informational purposes, however, this document serves as evidence of automobile liability coverage.	**NRS Chapter 485, The Motor Vehicle Financial Responsibility and Insurance Statute requires evidence of insurance be placed in each vehicle. However, NRS 485.370 clearly states that this chapter does not apply to political subdivisions of the State of Nevada. For informational purposes, however, this document serves as evidence of automobile liability coverage.**
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CERTIFICATE

STATE OF NEVADA
Department of Business & Industry
DIVISION OF INSURANCE

Carson City, Nevada

CERTIFICATION NUMBER 143601

This Certificate, with affixed seal, is the Certificate of Authority for **Douglas County** to act as a self-insured employer for workers' compensation purposes.

Pursuant to Nevada Revised Statutes 616B.300 and 616B.312, and the Nevada Administrative Code, **Douglas County** has presented evidence they possess the financial and administrative resources to assume the responsibility for providing prompt payment of all compensation due under Chapters 616A, 616B, 616C, 616D and 617 of the Nevada Revised Statutes.

Douglas County is hereby responsible for processing claims and paying benefits under Chapters 616A, 616B, 616C 616D and 617 of NRS for employees injured in industrial accidents or contracting occupational diseases occurring on or after 12:01 A.M. **(Pacific Standard Time), July 1, 2017.**

Dated at Carson City, Nevada this 24th

day of May ,20 17

BARBARA D. RICHARDSON
Commissioner of Insurance

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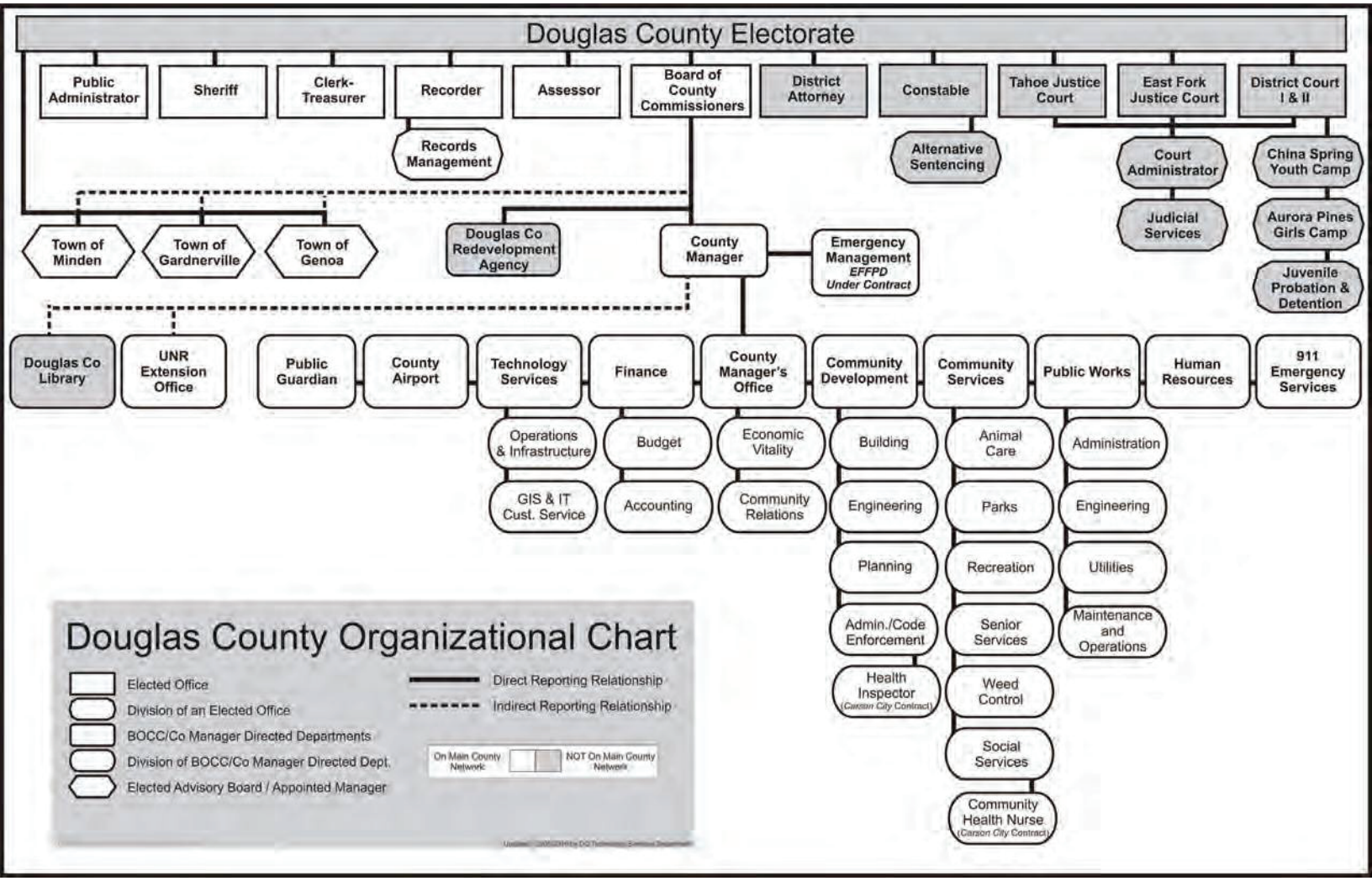
DART

FY 2024 Federal Grant Application Attachments



Attachment #3 – Agency Organizational Chart

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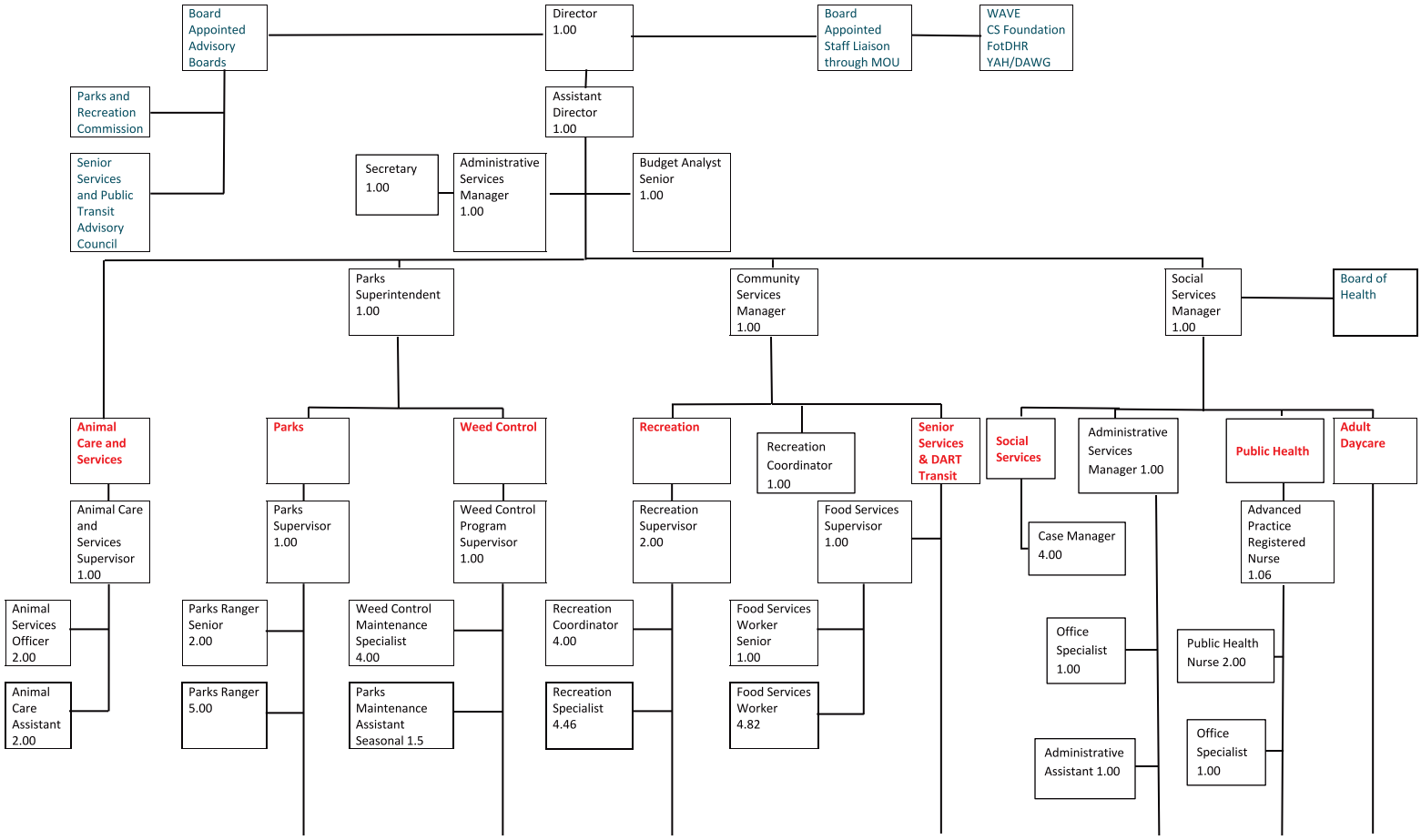
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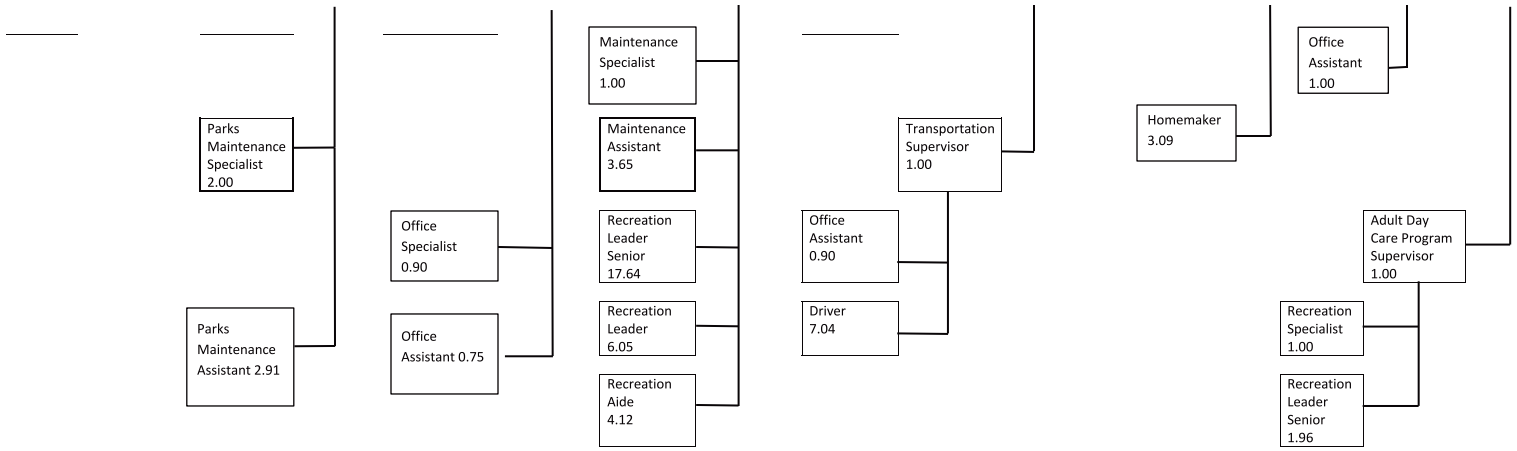
Community Services Department

Updated 11.21.22

Many of these positions are allocated across different divisions

For the purposes of this organizational chart personnel and FTE count are placed in the division where they primarily office.




Parks Maintenance Specialist 2.00
Parks Maintenance Assistant 2.91
Office Specialist 0.90
Office Assistant 0.75
Maintenance Specialist 1.00
Maintenance Assistant 3.65
Recreation Leader Senior 17.64
Recreation Leader 6.05
Recreation Aide 4.12
Transportation Supervisor 1.00
Office Assistant 0.90
Driver 7.04
Homemaker 3.09
Office Assistant 1.00
Adult Day Care Program Supervisor 1.00
Recreation Specialist 1.00
Recreation Leader Senior 1.96

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Attachment #4 – List of Transportation Providers

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Scott Morgan
Director Community Services

www.douglascountynv.gov
775-782-5500

1329 Waterloo Lane
Gardnerville, Nevada 89423

PO Box 218
Minden, NV 89423

Community Services Department

Public/Private Providers of Public Transportation in Douglas County

Private Providers

Minden Taxi
Yellow Cab Co
Elite Taxi
Stateline Taxi
Emerald bay Taxi
Capitol Cab Company
North Tahoe All Star Taxi
Uber
Lyft

Public Providers

DART
Tahoe Transit
Blue Go
RSVP
CAMPO
WAVE
MTM

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Attachments



Attachment #5 – Current Asset Inventory

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Agency Fleet ID	Model Year	Make	Model	Vehicle Type Minimum Useful Service Life (years/miles)	17-digit VIN	Primary Mode	Secondary Mode (if applicable)	Build Month/Year (Not Model Year)	Fuel Type	Length	Seating Capacity (incl. driver)	Wheelchair Capacity	Ownership (Contact Transit Office if you are not certain.)	Original Purchase Price	Original Funding Source (Contact Transit Office if you are not certain.)	Mileage	TAM Condition Rating	Month/Year of Condition Rating	Anticipated Replacement Date
680-230	2013	Ford	E-450	Cutaway (CU) 5 years or 150,000 miles	1FDFE4FS6DDA25166	DR/DO	MB/DO	November 2012	Gasoline	24'	14	1	Owned outright by public agency (OOPA)	$ 75,215.55	RAFP - Formula Grant for Rural Areas (§5311)	104,180	5 - Excellent - like new - no major problems exist - only routine maintenance	November 2022	
680-231	2012	Dodge	Caravan	Minivan (MV) or Van (VN) 4 years or 100,000 miles	2C4RDGCG6CR284398	DR/DO		Feburary 2012	Gasoline	16'	4	1	Owned outright by public agency (OOPA)	$ 28,700.00	NFPE - Non-Federal Private Funds	77,043	5 - Excellent - like new - no major problems exist - only routine maintenance	November 2022	
680-234	2015	Dodge	Caravan	Minivan (MV) or Van (VN) 4 years or 100,000 miles	2C4RDGCG8FR558920	DR/DO		October 2014	Gasoline	16'	6	1	Owned outright by public agency (OOPA)	$ 44,158.50	RAFP - Formula Grant for Rural Areas (§5311)	35,380	5 - Excellent - like new - no major problems exist - only routine maintenance	November 2022	
680-235	2015	Ford	E-450	Cutaway (CU) 5 years or 150,000 miles	1FDFE4FS5GDC15349	DR/DO	MB/DO	July 2015	Gasoline	24'	16	1	Owned outright by public agency (OOPA)	$ 76,506.80	RAFP - Formula Grant for Rural Areas (§5311)	146,754	5 - Excellent - like new - no major problems exist - only routine maintenance	November 2022	
680-237	2013	Ford	E-450	Cutaway (CU) 5 years or 150,000 miles	1FDFE4FS6DDB00223	MB/DO	DR/DO	August 2013	Gasoline	25'	22	1	Owned outright by public agency (OOPA)	$ 32,729.25	NFPE - Non-Federal Private Funds	128,503	5 - Excellent - like new - no major problems exist - only routine maintenance	November 2022	
680-238	2019	Ford	E-450	Cutaway (CU) 5 years or 150,000 miles	1FDFE4FS4JDC41744	DR/DO	MB/DO	June 2018	Gasoline	24'	20	2	Owned outright by public agency (OOPA)	$ 79,127.25	RAFP - Formula Grant for Rural Areas (§5311)	82,813	5 - Excellent - like new - no major problems exist - only routine maintenance	November 2022	
680-239	2019	Ford	E-450	Cutaway (CU) 5 years or 150,000 miles	1FDFE4FSXKDC14464	DR/DO	MB/DO	October 2018	Gasoline	24'	20	2	Owned outright by public agency (OOPA)	$ 79,127.25	RAFP - Formula Grant for Rural Areas (§5311)	79,097	5 - Excellent - like new - no major problems exist - only routine maintenance	November 2022	
680-240	2019	Ford	E-450	Cutaway (CU) 5 years or 150,000 miles	1FDFE4FS9KDC12348	DR/DO	MB/DO	September 2018	Gasoline	24'	20	2	Owned outright by public agency (OOPA)	$ 79,127.25	RAFP - Formula Grant for Rural Areas (§5311)	75,087	5 - Excellent - like new - no major problems exist - only routine maintenance	November 2022	
680-241	2019	Ford	E-450	Cutaway (CU) 5 years or 150,000 miles	1FDFE4FS1JDC41732	MB/DO	DR/DO	June 2018	Gasoline	24'	20	2	Owned outright by public agency (OOPA)	$ 79,127.25	RAFP - Formula Grant for Rural Areas (§5311)	74,321	5 - Excellent - like new - no major problems exist - only routine maintenance	November 2022	
680-242	2019	Ford	E-450	Cutaway (CU) 5 years or 150,000 miles	1FDFE4FS9KDC42949	DR/DO	MB/DO	May 2019	Gasoline	24'	20	2	Owned outright by public agency (OOPA)	$ 79,127.25	RAFP - Formula Grant for Rural Areas (§5311)	51,177	5 - Excellent - like new - no major problems exist - only routine maintenance	November 2022	
680-243	2019	Ford	E-450	Cutaway (CU) 5 years or 150,000 miles	1FDEE3FS9KDC99690	DR/DO	MB/DO	September 2019	Gasoline	22'	8	1	Owned outright by public agency (OOPA)	$ 88,152.25	RAFP - Formula Grant for Rural Areas (§5311)	24,539	5 - Excellent - like new - no major problems exist - only routine maintenance	November 2022	
680-244	2021	Ford	E-450	Cutaway (CU) 5 years or 150,000 miles	1FDFE4FN1MDC11000	DR/DO	MB/DO	March 2020	Gasoline	24'	20	2	Owned outright by public agency (OOPA)	$ 79,104.00	RAFP - Formula Grant for Rural Areas (§5311)	28,818	5 - Excellent - like new - no major problems exist - only routine maintenance	November 2022	

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DART

FY 2024 Federal Grant Application

Attachments



Attachment #6 – Proof of Advertisement

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Douglas County Senior Services and Public Transportation operates DART Transportation, a public body providing transportation services in Douglas County, NV, is applying for federal financial assistance under the Nevada Department of Transportation (NDOT) Rural Public Transportation Program authorized under 49 U.S.C. Section 5311. This program provides for capital, administrative and operating assistance for public transportation programs in rural and small urban areas. DART Transportation proposes to provide the following service:

1. DART Dial-A-Ride is a curb-to-curb shared ride service for seniors 60 years and older and ADA residents of Douglas County. Certification is encouraged to utilize this service, which provides access to: Minden, Gardnerville, Gardnerville Ranchos, Genoa, Ruhenstroth, Johnson Lane, Indian Hills, Topaz Ranch Estates and the Tahoe Douglas Service area.

2. DART Express is deviated fixed route and open to all public riders. DART Express connects Douglas County in these following areas: Tillman Center, Carson Valley Medical Center, Wal-Mart, Community and Senior Center, Shopping Center (Smiths), Carson Valley Inn, Library, Carson Valley Swim Center and Ironwood Center. Each bus stop sign provides quick references for riders concerning times and routes.

Fares

Adult (age 12 & over)…….	$2.00 per ride
Seniors…….	$1.00 donation per ride
Social Services……	$1.00 per ride
Student ID Discount……	$1.00 per ride
Medicare & ADA rides (60 and under	$1.00 per ride

Private non-profit agencies located within the service area who are interested in providing services or have objections to the current public system, are advised that they may request a public hearing to be conducted to provide a means for them to express their views relative to the proposed project on the probably social, economic and environmental effects involved on the proposed project. In lieu of requesting a public hearing, interested parties may submit their comments on the proposed services by sending a written response to:

DART Transportation
1329 Waterloo Lane
Gardnerville, NV 89410
775-783-6455 office, 775-783-6457 fax
gbonar@douglasnv.us

Please submit comments by May 31, 2023. Should a public hearing be requested, a public notice will be published stating the date, time and locations of the hearing.

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gbonar@douglasnv.us

Please submit comments by May 31, 2023. Should a public hearing be requested, a public notice will be published stating the date, time, and locations of the hearing

Pub Date: May 3, 10, 2023 **Ad # 33295**

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The State of Nevada Department of Transportation
Multimodal Planning, Transit Office

OPERATING ASSISTANCE ADDENDUM

for
Program Administration Grant (PAG),
Capital Project Grant (CPG) Operations,
Capital Project Grant (CPG) Mobility Management, and
Operating Grant (OPG)
assistance under the FTA §5311 Program

(must be accompanied by FEDERAL GRANT APPLICATION)

For additional information or assistance, please contact the Transit Office at
transitteam@dot.nv.gov

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INTRODUCTION

The Nevada Department of Transportation (Nevada DOT) is the agency designated to apply for, receive, and administer funds under Federal Transit Administration (FTA) Section 5311. This Operating Assistance Addendum has been developed to assist applicants in applying for **Program Administration Grant (PAG) Assistance**, **Capital Project Grant (CPG) Assistance Spent on Operations**, **Capital Project Grant (CPG) Assistance Spent on Mobility Management**, and/or **Operating Grant (OPG) Assistance** under this program.

Program Administration Grant (PAG) Assistance

Available under the **§5311 Program** at up to 80% federal assistance with a minimum 20% local match.

Capital Project Grant (CPG) Assistance Spent on Operations

Available under the **§5311 Program** at up to 95% federal assistance with a minimum 5% local match.

Capital Project Grant (CPG) Assistance Spent on Mobility Management

Available under the **§5311 Program** at up to 95% federal assistance with a minimum 5% local match.

Operating Grant (OPG) Assistance

Available under the **§5311 Program** at up to 59.38% federal assistance with a minimum 40.62% local match.

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SPECIAL SECTION 13(C) WARRANTY - OPINION OF COUNSEL

Douglas County Rural Transit has agreed to be the legally and financially responsible party for the
(APPLICANT)

performance of terms and conditions of the following (and incorporated herein by reference) Special Section 13(c) Warranty, for this grant request.

This will serve as the requisite Opinion of Counsel that the APPLICANT is legally capable of assuming the legal and financial responsibilities for the terms and conditions of the Warranty.

I have reviewed the pertinent federal, state, and local laws and regulations, and I am of the opinion that there is no legal impediment to the APPLICANT assuming these responsibilities.

Furthermore, as a result of my examinations, I can find no pending litigation or legislation that might in any way adversely affect the APPLICANT'S ability to assume and discharge these Responsibilities.

Douglas County and Unincorporated Towns
(GOVERNING BODY OF APPLICANT)

MM Bom — Signature of Authorized Signer — 4/27/23 — Date

DOUGLAS COUNTY
DEPUTY DIST. ATTY. ZACH WADLE
(LEGAL COUNSEL OF APPLICANT)

Zachary J. Wadle — Legal Counsel Signature — ZACHARY J. WADLE — Printed Name — 4/27/23 — Date

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STATEMENT OF ACCEPTANCE OF THE SPECIAL SECTION 5333(b) WARRANTY

All Section 5311 Applicants must execute the following statement of acceptance:

Douglas County Rural Transit
(APPLICANT)

and

(RECIPIENT/CONTRACT PROVIDER, IF NOT APPLICANT)

The Applicant and Recipient/Contract Provider agree to be bound by the terms and conditions of the Special Section 5333(b) Warranty for its pending Section 5311 assistance grant. This warranty shall become a part of any contract between the Nevada DOT and the applicant.

M M Bonar
Signature of Authorized Signer

4/27/23
Date

Authorized Signature for Recipient/Contract Provider

Date

Mailing Address of Agency Posting this Notice: 1329 Waterloo Lane	
City, State, ZIP: Gardnerville, NV. 89410	
Phone Number: 775-782-5500	Fax Number: 775-783-6457
E-Mail Address: gbonar@douglasnv.us	

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SPECIAL SECTION 5333(b) WARRANTY

This form must be completed by all Applicants.
If there are no other eligible providers in your service area, mark a "N/A" under the Other Eligible Providers section.

Douglas County Rural Transit
(APPLICANT)

(UNION REPRESENTATIVE)

Service Area Description: Douglas County, Nevada

☒ Operating Assistance for FFY 2024-2025

☒ Capital Assistance to purchase: 2 new vehicles

Recipients/Contract Provider (if different from applicant) and Union Representation (Union & Local #):

1. NA
2.
3.

Other Eligible Providers in Service Area and Union Representation (Union & Local #):

1. NA
2.
3.
4.

FTA requires that each subrecipient (or contract provider) of Section 5311 funding post the Special Section 5333(b) Warranty (this page) where affected employees may see it.

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The following items must be provided in narrative form on a separate document attached to this addendum. Reminder, this is a multi-year federal grant application.
See Federal Grant Application Instructions for more information.

Q1. Agency Description

Applicants must briefly describe the current services provided, regardless of funding source, in response to the topics below.

**Applicants that are state agencies, local public bodies, or agencies thereof (including Native American Tribes), need only describe the current transportation services provided, regardless of funding source, in response to the topics below.*

a. Provide a description of your agency mission and objectives.

b. List the programs your agency manages and the budget for each program. *This includes programs or modes of service not funded by the Department.*

c. How many transit vehicles (service or revenue) are in your fleet? *Must correspond with your Current Asset Inventory.*

d. How many transit vehicles does your agency operate in maximum service (VOMS)? *i.e. At peak service, at any time of the year, what is the most vehicles your agency operates at one time?*

e. What is your transit revenue vehicle spare ratio? Spare ratio is defined as the number of spare vehicles divided by the vehicles required for annual maximum service(VOMS). Example: If your Current Asset Inventory is 10 vehicles, and 2 of those are only used as spares, then your spare ratio is 2 / (10-2) = 0.25 or 25%.

f. If your spare ratio is less than 20% and you are not applying for vehicle(s) to expand the fleet, please provide a justification for operating at this rate.

Q2. Agency Accomplishments and Goals

Applicants must describe accomplishments from prior awards and goals for the upcoming funding cycle for their transportation program, regardless of funding source.

a. Describe your program's accomplishments from current and prior award periods.

b. What program goals exist for this application award period and beyond and what are some of the steps that will be taken toward accomplishing these goals?

c. What have been some of the challenges in meeting program goals and what are some anticipated hurdles to meeting future goals?

Q3. Description of Transportation Program for which Assistance is Requested

Applicants must describe the current or proposed service(s) to be provided, including the service areas, routes, and schedules of each service, as applicable. *Do not include responses for services/modes your agency does not operate.*

a. Demand Response (DR)

1. Is the DR mode Directly Operated (DO) by the applicant or provided by a third-party that is not the applicant and constitutes Purchased Transportation (PT)?

2. Provide a description of the entire service area(s) for which the applicant or its provider operates. *Detailed maps for DR must be submitted in addition to narrative responses.*

3. Provide the specific route(s) and schedule(s) for DR that the applicant or its provider operates.

4. Does the DR mode provide intercity connectivity for passengers?

5. How was need determined for DR service?

6. Provide the justification for continuation of DR service(s).

7. How many transit vehicles does your agency operate in maximum service (VOMS) for DR? *i.e. At peak service, at any time of the year, what is the most vehicles your agency operates at one time?*

8. Similar to Question 2, but specific to DR, what goal(s) and objective(s) does the applicant have for this award period?

b. Fixed Route (MB)

1. Is the MB mode Directly Operated (DO) by the applicant or provided by a third-party that is not the applicant and constitutes Purchased Transportation (PT)?

2. Provide the entire service area(s) for which the applicant or its provider operates. *Detailed maps for MB, including Complementary Paratransit, must be submitted in addition to narrative responses.*

3. Provide the specific route(s) and schedule(s) for MB that the applicant or its provider operates.

4. Does the MB mode act as an intercity route or provide intercity connectivity for passengers?

5. Describe how the Complementary Paratransit requirement of your MB service is met.

6. How was need determined for MB service?

7. Provide the justification for continuation of MB service(s).

8. How many transit vehicles does your agency operate in maximum service (VOMS) for MB? *i.e. At peak service, at any time of the year, what is the most vehicles your agency operates at one time?*

9. Similar to Question 2, but specific to MB, what goal(s) and objective(s) does the applicant have for this award period?

c. Deviated Fixed Route (MB)

1. Are on-request, off-route deviations available to all riders or only certain individuals, such as persons with disabilities?
   If on-request, off-route deviations are available to all riders, CONTINUE filling out the Q3(c) Deviated Fixed Route section.
   If on-request, off route deviations are only available to certain individuals, such as persons with disabilities, STOP. Your service is not considered Deviated Fixed Route and you must fill out the Q3(b) Fixed Route section.

2. Is the Deviated MB mode Directly Operated (DO) by the applicant or provided by a third-party that is not the applicant and constitutes Purchased Transportation (PT)?

3. Provide the entire service area(s) for which the applicant or its provider operates. Detailed maps for Deviated MB must be submitted in addition to narrative responses.

4. Provide the specific route(s) and schedule(s) for Deviated MB that the applicant or its provider operates.

5. Does the Deviated MB mode act as an intercity route or provide intercity connectivity for passengers?

6. How was need determined for Deviated MB service?

7. Provide the justification for continuation of Deviated MB service(s).

8. How many transit vehicles does your agency operate in maximum service (VOMS) for Deviated MB?
   i.e. At peak service, at any time of the year, what is the most vehicles your agency operates at one time?

9. Similar to Question 3, but specific to Deviated MB, what goal(s) and objective(s) does the applicant have for this award period?

d. Commuter Bus (CB)

1. Is the CB mode Directly Operated (DO) by the applicant or provided by a third-party that is not the applicant and constitutes Purchased Transportation (PT)?

2. Provide the entire service area(s) for which the applicant or its provider operates. *Detailed maps for CB must be submitted in addition to narrative responses.*

3. Provide the specific route(s) and schedule(s) for CB that the applicant or its provider operates.

4. Does the CB mode act as an intercity route or provide intercity connectivity for passengers?

5. How was need determined for CB service?

6. Provide the justification for continuation of CB service(s).

7. How many transit vehicles does your agency operate in maximum service (VOMS) for CB? *i.e. At peak service, at any time of the year, what is the most vehicles your agency operates at one time?*

8. Similar to Question 2, but specific to CB, what goal(s) and objective(s) does the applicant have for this award period?

e. Mobility Management (MM)

1. Describe the applicant services and/or Mobility Management activities.

2. Provide the entire service area(s) for which the applicant provides mobility management services. *Detailed maps for mobility management service areas must be submitted in addition to narrative responses*.

3. How was need determined for mobility management services?

4. Provide the justification for continuation of mobility management service(s) and activities.

5. Similar to Question 2, but specific to mobility management activities, what goal(s) and objective(s) does the applicant have for this award period?

6. How have your collaborations with service providers succeeded or failed in creating a more robust, comprehensive transit system?

Q4. Program Oversight

For Directly Operated Transportation or Mobility Management service(s), describe the program oversight activities used by your agency and/or governing board in the scheduled oversight of your program. Include information about performance reviews, reports, and corrective action plans.

For Purchased Transportation or Mobility Management service(s), describe the program oversight activities used by your agency and/or governing board in the scheduled oversight of the third-party program. Include information about performance reviews, reports, and corrective action plans. If applicable, provide the third-party company name, contact name and email, physical and mailing addresses, and phone number.

Q5. Coordination Efforts

Applicants must describe the coordination efforts they employ to facilitate greater transportation solutions for passengers. If other transit agencies operate anywhere in your service area, this must be addressed in your answer.

a. Describe your agency coordination efforts with other transit agencies and mobility managers, including the frequency of communication.

b. What information is exchanged during these efforts?

c. Are schedules developed and routes executed to facilitate connections to neighboring transportation providers?

d. How are regional trips accommodated?

e. What ongoing coordination exists and what issues are being addressed jointly?

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Q6. Budget Justification

Please describe how your budget was developed, including consideration of your agency's spending trends and any expected budget contingency amounts, or "padding", that may have been included in the budget by increasing projected expenses or reducing expected revenues to account for economic fluctuations in the project.

Each line item of the proposed budget should be explained, in detail, for review by the Transit Office. Indicate if the budget has increased or decreased from any previous application. Please describe how the increase/decrease in your budget request will maintain, or improve upon, the current levels of service you provide. Include a full financial management plan, inclusive of the transit program, to show distribution of costs within your agency.

For agencies wishing to claim the de minimis rate of 10% of modified total direct costs (MTDC), a clause should be included with the budget justification to certify that the applicant has not received a negotiated indirect cost rate previously. No documentation, aside from this certification, is required for the de minimis rate of 10%. Refer to 2 CFR §200.414 for more information.

For state, local and tribal agencies wishing to use a negotiated indirect cost rate, you must submit documentation showing your approved MTDC rate from your cognizant agency in order to apply the MTDC rate to your budget. In addition, you must submit your agency cost allocation plan used in determining the approved MTDC rate for your agency.

Attach the Operating Budget Form to this addendum.

Q7. Additional Information

Please provide any additional information for consideration of your application for operating funding assistance.

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OPERATING ASSISTANCE ADDENDUM ATTACHMENTS

Attachments to this addendum are as follows:

Narrative Responses to Q1 through Q7

Multi-Year Operating Budget Form (Department-provided form only)

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DART

FY 2024 Federal Grant Application

Operating Assistance Addendum



Attachment 1 – Narrative Responses

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Q1. Agency Description

a. Provide a description of your agency mission and objectives.

The mission of the Douglas County Senior Services Transportation Program (DART) is to provide affordable, reliable transportation services to the citizens of Douglas County.

DART offers two modes of transportation: Demand Response and Fixed Route. Demand Response is a curb-to-curb shared ride service that is available to residents of Douglas County who are elderly, disabled, or have other specific special needs. To apply for DART Dial-A-Ride and get certified as an eligible rider, DART Transportation requests that all riders complete the DART Dial-A-Ride application regardless of age or disability. The DART transit team then reviews DART applications and appropriate scheduling is activated for those requesting service. DART Dial-A-Ride requires each rider to follow scheduling guidelines by calling the dispatch office and provide information and time to schedule a ride.

DART Fixed Route is specifically designed to transport passengers who are seeking access to Minden, Gardnerville, and the Gardnerville Ranchos. Specific transfer points are built into the route, which are shared with Tahoe Transportation District for passengers seeking to ride to the Tahoe Basin via Kingsbury Grade in Stateline, NV. For visitors and residents of Douglas County, DART Express offers transportation points of interest in the Carson Valley namely: Tillman Center, Pau Wa Lu Middle School, Carson Valley Medical Center, Shopping Centers, Community and Senior Center, Carson Valley Inn, Library, and Carson Valley Swim Center.

b. List the programs your agency manages and the budget for each program.

The Douglas County Senior Services Department manages both the Demand Response and Fixed Route programs described in question 1a (above). The budget for the current fiscal year for the Senior Services Department is $4,576,040.

c. How many transit vehicles (service or revenue) are in your fleet?

There are currently 12 vehicles in the DART fleet.

d. How many transit vehicles does your agency operate in maximum service (VOMS)?

The maximum number of service vehicles that can be operated during peak service is 9.

e. What is your transit revenue vehicle spare ratio?

Our vehicle spare ration is 3 spare vehicles out of 12 total vehicles in the fleet.

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Q2. Agency Accomplishments and Goals

a. Describe your program's accomplishments from current and prior award periods.

DART has been a leader in rural transportation services in Nevada for several years now. Despite being located in a relatively small and rural county, DART has been able to provide consistent, reliable, affordable transportation services to our citizens as well as to visitors to the County. DART has stayed at the forefront of maintaining relatively new vehicles which increases the reliability of our services. DART is able to assist in providing transportation services in between more densely populated areas such as Lake Tahoe, Carson City, and Reno. Douglas County is located in a crucial geographic area which helps travelers connect to these other more populated areas. DART has been recognized as a leader in rural transportation and, because of this, has been identified as a possible pilot program for the expansion of its fleet to include electric vehicles or other potential new transit technology.

b. What program goals exist for this application award period and beyond and what are some of the steps that will be taken toward accomplishing these goals?

The primary goal of the DART program for the upcoming grant period is to expand our services. Our county covers a large geographic area. Our current vehicle and staffing levels allow us to provide adequate services to central, more populated areas. However, several outlying areas of the County are not adequately served, due to our limited number of vehicles and staff. As part of this grant application, we are hoping to be able to increase our funding in order to purchase two new vehicles and add two new driving positions. Additionally, DART would like to continue to improve our reporting of miles, hours, and trips by specific mode. Because we are small in nature, our drivers often switch between fixed route and demand response during their shifts. This makes reporting of information by mode challenging for us. Our supervisor and dispatcher go to great lengths to maintain and report this information accurately. We are continuing to find strategies to improve our reporting processes.

c. What have been some of the challenges in meeting program goals and what are some anticipated hurdles to meeting future goals?

One challenge in meeting our goals has been frequent turnover of several management positions over the past few years. We expect that this turnover will decrease and that our program will be able to maintain more consistency in future years. Another challenge is our ability to track revenue hours and revenue miles by specific mode. This challenge is caused by the relatively small size of our program. Drivers are often asked to switch from a fixed route into a demand response service during the same shift. In prior years, we were able to report miles and hours as a total for the entire program. Now that we are required to report based on specific modes, we have run into some challenges in meeting this requirement. We have been able to maintain accurate records of miles and hours by specific mode by our supervisor and dispatcher keeping meticulous records.

Q3. Description of Transportation Program for which Assistance is Requested

a. Demand Response (DR)

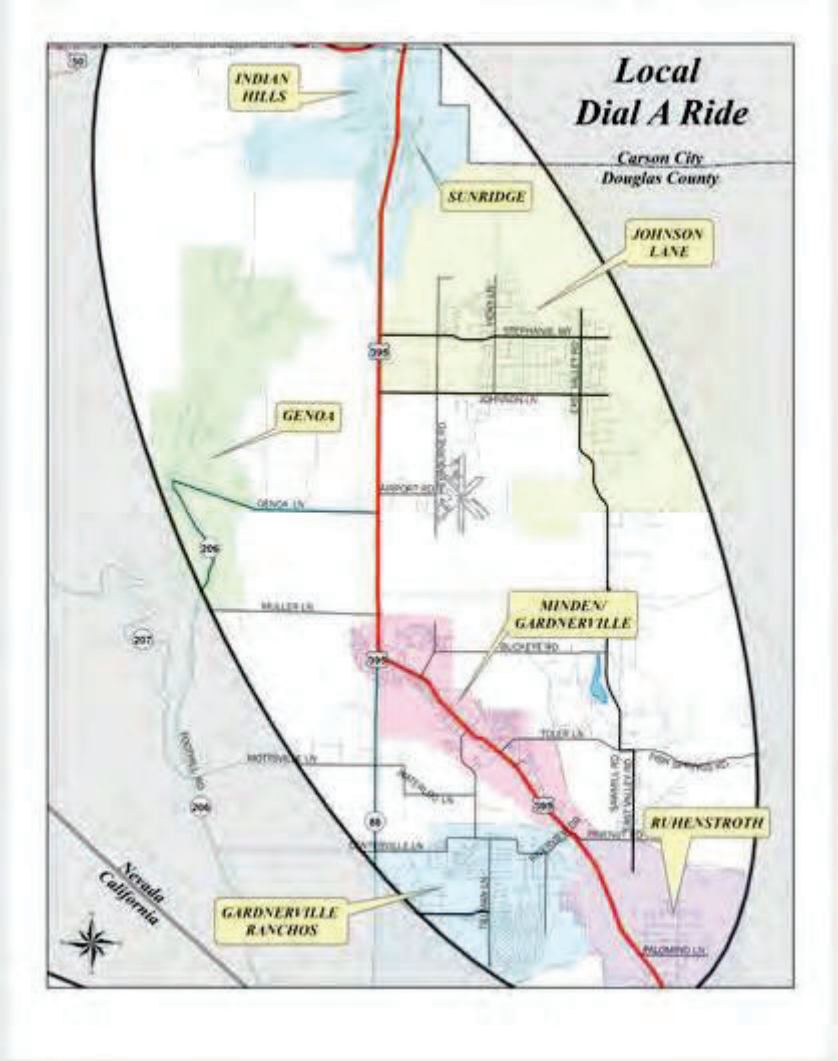
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1. **Is the DR mode Directly Operated (DO) by the applicant or provided by a third-party that is not the applicant and constitutes Purchased Transportation (PT)?**

   The DR mode is directly operated by DART (the applicant).

2. Provide a description of the entire service area(s) for which the applicant or its provider operates. Detailed maps for DR must be submitted in addition to narrative responses.

DART provides service to the following areas within Douglas County:
Minden, Gardnerville, Gardnerville Ranchos, Genoa, Stateline, Douglas County Community and Senior Center, Social Services, Johnson Lane, Topaz Ranch Estates, Douglas County Library, Museum, and local grocery shopping centers such as WalMart, Raleys, and Smiths. Applicants are to use a qualified professional who is familiar with their particular disability and current functional abilities to use public transit. The map of the areas that the DR service operates within is below.



3. Provide the specific route(s) and schedule(s) for DR that the applicant or its provider

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operates.

The DART Demand Response service does not offer specific routes, but rather it operates based on the specific needs of each individual rider. The service operates Monday through Friday from 8:00 AM to 4:30 PM.

4. Does the DR mode provide intercity connectivity for passengers?

No. The Demand Response Service is not designed to provide services for passengers outside of Douglas County. Our transportation supervisor does work with other transit agencies on a regular basis to assist with transporting ADA passengers that may need assistance while traveling through Douglas County. However, this is not a service that DART operates specifically, but rather assists other agencies.

5. How was need determined for DR service?

Douglas County has a very high senior population as well as other citizens with limited mobility. These members of our community rely on the DR services in order to maintain a normal, happy lifestyle. The DART management team's offices are located within the Community and Senior Center and therefore the staff is able to communicate on a regular basis with seniors. This communication allows for us to be made aware of their needs, and allows for them to be aware of the services that we can provide for them.

6. Provide the justification for continuation of DR service(s).

DART Transportation appreciates the opportunity to apply for FY 2024 and FY 2025 5311 and 5339 grant funding. DART depends on this funding along with County matching funds and fares to maintain and enhance transportation options for the public, and specifically for seniors and ADA riders within Douglas County.

DART Transportation provides seniors 60 and over and those with disabilities the opportunity and ability to leave the house and engage in social activities, go shopping, and go to medical appointments. Having a reliable transportation service helps provide freedom and improve the overall quality of life for those who rely on these services. Nearly all seniors and those with special needs want to live independently in their homes for as long as possible. However, without safe, reliable and affordable transportation options, these people are either stuck at home, or they potentially traffic risks to others on the road. Staying active helps promote overall health, and engaging with others increases the emotional well-being of seniors, preventing feelings of isolation and depression. When a senior loses their mobility and independence, it typically becomes the duty of family members to provide transportation. This can quickly become difficult for relatives to balance their career, family, social life, and other responsibilities. DART transportation allows family members to continue with their other duties knowing that their loved ones are cared for and given access to the outside world.

7. How many transit vehicles does your agency operate in maximum service (VOMS) for DR?

DART operates a maximum of nine vehicles for Demand Response Services.

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8. Similar to Question 2, but specific to DR, what goal(s) and objective(s) does the applicant have for this award period?

In addition to the goals and objectives addressed in question 2, DART would like to continue to increase ridership specific to Demand Response. We will continue to increase advertising and marketing efforts to make the public aware of the services that the DART Demand Response program can provide them. We would also like to fill our vacant positions and add two new driver positions during the next grant cycle.

b. Fixed Route (MB)

1. Is the MB mode Directly Operated (DO) by the applicant or provided by a third-party that is not the applicant and constitutes Purchased Transportation (PT)?

The MB mode is directly operated by DART (the applicant).

2. Provide the entire service area(s) for which the applicant or its provider operates. Detailed maps for MB, including Complementary Paratransit, must be submitted in addition to narrative responses.

The DART fixed route provides service to Minden, Gardnerville, Gardnerville Ranchos. Fixed route stops include the Tillman Center, Pau Wa Lu Middle School, Carson Valley Medical Center, WalMart, the Douglas County Community and Senior Center, Smiths, the Carson Valley Inn, the Douglas County Public Library, the Carson Valley Swim Center, and the Ironwood Shopping Center.

3. Provide the specific route(s) and schedule(s) for MB that the applicant or its provider operates.

Northbound - DART Express

	TILLMAN CENTER (Bowling Alley)	CARSON VALLEY MEDICAL CENTER	WALMART	SENIOR CENTER COMMUNITY CENTER	SHOPPING CENTER (SMITHS)	CARSON VALLEY INN	LIBRARY	CARSON VALLEY SWIM CENTER	IRONWOOD CENTER
Route # 1	7:10am	7:20am	7:25am	7:35am	7:40am	7:55am	—	8:00am	8:05am
Route # 3	11:00am	11:10am	11:15am	11:25am	11:30am	11:45am	11:50am	11:55am	12:00pm
Route # 6	4:30pm	4:40pm	4:45pm	4:55pm	5:00pm	5:10pm	5:20pm	5:30pm	On-Call

Northbound - DART Express

	PA-WA-LU	CARSON VALLEY MEDICAL CENTER	WALMART	SENIOR CENTER COMMUNITY CENTER	SHOPPING CENTER (SMITHS)	CARSON VALLEY INN	LIBRARY	CARSON VALLEY SWIM CENTER	IRONWOOD CENTER
Route # 4	2:10pm	2:15pm	2:20pm	2:30pm	2:40pm	2:50pm	2:55pm	3:00pm	3:15pm

Southbound - DART Express

	IRONWOOD CENTER	CARSON VALLEY SWIM CENTER	LIBRARY	CARSON VALLEY INN	SHOPPING CENTER (SMITHS)	SENIOR CENTER COMMUNITY CENTER	WALMART	CARSON VALLEY MEDICAL CENTER	TILLMAN CENTER (Bowling Alley)
Route # 2	8:05am	8:10am	—	8:15am	8:30am	8:35am	8:45am	8:50am	9:00am
Route # 5	3:15pm	3:20pm	3:30pm	3:40pm	3:50pm	3:55pm	4:05pm	4:15pm	4:30pm

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4. Does the MB mode act as an intercity route or provide intercity connectivity for passengers?

The MB mode provides intercity connectivity for passengers. Several of the DART stops are also utilized by other transit providers and can therefore be used by passengers with destinations outside of Douglas County.

5. Describe how the Complementary Paratransit requirement of your MB service is met.

Every DART vehicle is equipped with a wheelchair lift which can provide full complementary paratransit services for all rides.

6. How was need determined for MB service?

Many members of our community rely on DART Transportation services in order to travel safely and affordably throughout the county. This includes children who utilize the service for rides from the school to the library or the community center. It also includes senior citizens who may no longer be able to drive who rely on DART to be able to live active and productive lives.

7. Provide the justification for continuation of MB service(s).

DART Transportation appreciates the opportunity to apply for FY 2024 and FY 2025 5311 and 5339 grant funding. DART depends on this funding along with County matching funds and fares to maintain and enhance transportation options for the public, and specifically for seniors and ADA riders within Douglas County as well as visitors to the area.

DART Transportation provides seniors 60 and over and those with disabilities the opportunity and ability to leave the house and engage in social activities, go shopping, and go to medical appointments. Having a reliable transportation service helps provide freedom and improve the overall quality of life for those who rely on these services. Nearly all seniors and those with special needs want to live independently in their homes for as long as possible. However, without safe, reliable and affordable transportation options, these people are either stuck at home, or they potentially pose traffic risks to others on the road. Staying active helps promote overall health, and engaging with others increases the emotional well-being of seniors, preventing feelings of isolation and depression. When a senior loses their mobility and independence, it typically becomes the duty of family members to provide transportation. This can quickly become difficult for relatives to balance their career, family, social life, and other responsibilities. DART transportation allows family members to continue with their other duties knowing that their loved ones are cared for and given access to the outside world. Our fixed route service also provides essential services to younger riders who otherwise may not be able to get to school, work, appointments, or shopping.

8. How many transit vehicles does your agency operate in maximum service (VOMS) for MB?

DART operates a maximum of four vehicles for Fixed Route Services.

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9. Similar to Question 2, but specific to MB, what goal(s) and objective(s) does the applicant have for this award period?

In addition to the goals and objectives addressed in question 2, DART would like to continue to increase ridership specific to our Fixed Route service. We will continue to increase advertising and marketing efforts to make the public aware of the services that the DART Fixed Route service can provide them. We would also like to fill our vacant positions and add two new driver positions during the next grant cycle.

c. Deviated Fixed Route (MB)

1. Is the Deviated MB mode Directly Operated (DO) by the applicant or provided by a third-party that is not the applicant and constitutes Purchased Transportation (PT)?

NA – DART does not operate a deviated fixed route.

2. Provide the entire service area(s) for which the applicant or its provider operates. Detailed maps for Deviated MB must be submitted in addition to narrative responses.

NA – DART does not operate a deviated fixed route.

3. Provide the specific route(s) and schedule(s) for Deviated MB that the applicant or its provider operates.

NA – DART does not operate a deviated fixed route.

4. Does the Deviated MB mode act as an intercity route or provide intercity connectivity for passengers?

NA – DART does not operate a deviated fixed route.

5. Are on-request, off-route deviations available to all riders or only certain individuals, such as persons with disabilities?

NA – DART does not operate a deviated fixed route.

6. How was need determined for Deviated MB service?

NA – DART does not operate a deviated fixed route.

7. Provide the justification for continuation of Deviated MB service(s).

NA – DART does not operate a deviated fixed route.

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8. How many transit vehicles does your agency operate in maximum service (VOMS) for Deviated MB? i.e. At peak service, at any time of the year, what is the most vehicles your agency operates at one time?

NA – DART does not operate a deviated fixed route.

9. Similar to Question 2, but specific to Deviated MB, what goal(s) and objective(s) does the applicant have for this award period?

NA – DART does not operate a deviated fixed route.

d. Commuter Bus (CB)

1. **Is the CB mode Directly Operated (DO) by the applicant or provided by a third-party that is not the applicant and constitutes Purchased Transportation (PT)?**

   NA – DART does not operate a commuter bus.

2. **Provide the entire service area(s) for which the applicant or its provider operates. Detailed maps for CB must be submitted in addition to narrative responses.**

   NA – DART does not operate a commuter bus.

3. **Provide the specific route(s) and schedule(s) for CB that the applicant or its provider operates.**

   NA – DART does not operate a commuter bus.

4. **Does the CB mode act as an intercity route or provide intercity connectivity for passengers?**

   NA – DART does not operate a commuter bus.

5. **How was need determined for CB service?**

   NA – DART does not operate a commuter bus.

6. **Provide the justification for continuation of CB service(s).**

   NA – DART does not operate a commuter bus.

7. **How many transit vehicles does your agency operate in maximum service (VOMS) for CB?**

   NA – DART does not operate a commuter bus.

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8. **Similar to Question 2, but specific to CB, what goal(s) and objective(s) does the applicant have for this award period?**

   NA – DART does not operate a commuter bus.

e. Mobility Management (MM)

1. **Describe the applicant services and/or Mobility Management activities.**

   NA – DART does not offer Mobility Management activities.

2. **Provide the entire service area(s) for which the applicant provides mobility management services. Detailed maps for mobility management service areas must be submitted in addition to narrative responses.**

   NA – DART does not offer Mobility Management activities.

3. **How was need determined for mobility management services?**

   NA – DART does not offer Mobility Management activities.

4. Provide the justification for continuation of mobility management service(s) and activities.

NA – DART does not offer Mobility Management activities.

5. Similar to Question 2, but specific to mobility management activities, what goal(s) and objective(s) does the applicant have for this award period?

NA – DART does not offer Mobility Management activities.

6. How have your collaborations with service providers succeeded or failed in creating a more robust, comprehensive transit system?

NA – DART does not offer Mobility Management activities.

Q4. Program Oversight

For Directly Operated Transportation or Mobility Management service(s), describe the program oversight activities used by your agency and/or governing board in the scheduled oversight of your program. Include information about performance reviews, reports, and corrective action plans.

DART Transportation operates under all requirements set forth in the Nevada Department of Transportation guidelines in Circular FTA 9040 1G. DART is also operated within the governing body of Douglas County. As such, DART follows all County guidelines regarding Title VI

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compliance, Equal Rights, Employee Rights, and all other county Financial and Human Resources policies.

Douglas County grant compliance includes an internal control structure that ensures that all Federal, State, and County accounting policies are adhered to. Douglas County has established effective internal controls over all federal awards with written policies and procedures for all grants. Douglas County has established a uniform method for grant application, agreements, reporting, auditing, and all other related functions for grant funds that are received by the County.

Each fiscal year the Douglas County Finance Department prepares a Schedule of Expenditures of Federal Awards (SEFA) that reports all federal grants. This is a requirement for all governmental entities that expend over $750,000 of federal funds during the fiscal year. A single audit is performed by external auditors each year in conjunction with the County's external financial audit. The single audit includes a review of the DART grant specifically, as it is one of the largest federal grants that the County receives. This audit includes a review of all audit activities as well as corrective action plans as necessary.

Grant management and oversight activities include:

- Review of all costs to ensure that all costs charged to federal grants are allowable and accounted for correctly.
- Ensuring that all purchases of goods and services are chargeable to the grant and in accordance to the relative benefits received from those goods and services.
- All program income from farebox revenue is reported accurately.
- Matching funds are tracked and reported as required.
- Requests for Reimbursements are submitted in accordance with the grant agreement along with all required supporting documentation. These RFRs are reviewed by management staff who are independent of those who prepared the RFR.
- End of year reporting is reconciled to the County's general ledger.
- Douglas County maintains a system of internal controls which assure achievement of objectives in operational effectiveness and efficiency, reliable financial reporting, and compliance with all relevant laws, regulations, and policies.
- Douglas County adheres to its procurement policy in accordance with the Uniform Guidance pertaining to FTA funding. All procurement transactions are conducted in a manner which provides full and open competition consistent with the Uniform Guidance.

For Purchased Transportation or Mobility Management service(s), describe the program oversight activities used by your agency and/or governing board in the scheduled oversight of the third-party program. Include information about performance reviews, reports, and corrective action plans. If applicable, provide the third-party company name, contact name and email, physical and mailing addresses, and phone number.

NA – DART does not utilize a third-party program.

Q5. Coordination Efforts

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a. Describe your agency coordination efforts with other transit agencies and mobility managers, including the frequency of communication.

DART Transportation maintains strong partnerships with the other diverse transit agencies which offer services that travel through and within Douglas County. We have created a transit hub located at the Douglas County Community and Senior Center. This hub serves as a connection point for long distance travelers who need to connect with other transit providers in order to reach their destination. DART continues to partner and work in connecting travelers through multiple service requests so that riders receive clear and direct service to their destination with minimal delays or interruptions. DART Fixed Route service is specifically designed for those needing access to Minden, Gardnerville, and the Gardnerville Ranchos. Transfer points have been built into the route to afford access to Carson City and South Lake Tahoe with the Tahoe Transportation District.

DART is entered into an inter-local cooperative agreement between the Tahoe Transportation District, Carson City Regional Transportation Commission, and the Regional Transportation Commission of Washoe County. The agreement was entered into for the purpose of defining agency roles, responsibilities, and commitments in conjunction with providing regular, fixed route commuter express public transit service between South Lake Tahoe, Carson City, Minden, and Gardnerville on State Route 207 and Highway 395. The purpose of the agreement is a cooperative operational arrangement that will facilitate express bus services for long distance travelers. The services will be open to the public and will be fully accessible to ADA passengers and passengers with disabilities. The Tahoe Transportation District is the lead agency for the administration of the project and is responsible for service contracting and compliance with all federal and state requirements, including reporting requirements.

In conjunction with the coordination efforts mentioned above, communication with other transit agencies is conducted on a regular basis.

b. What information is exchanged during these efforts?

The communication with other transit agencies includes both short term immediate needs as well as long term planning efforts. The short term needs including dealing with emergency situations that sometimes have created the need for our Transportation Supervisor to work directly with DART staff as well as other agencies in providing transportation services when other agencies are not able to do so due to vehicle maintenance issues or driver emergencies.

c. Are schedules developed and routes executed to facilitate connections to neighboring transportation providers?

Yes. Our fixed route service features stops at several transit hubs where other transit agencies also stop. These stops allow travelers to connect with other transit agencies in order to reach their destination. These stops include the Douglas County Community and Senior Center, and other stops along Highway 395.

d. How are regional trips accommodated?

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Regional trips are accommodated on a case by case basis. Typically, they are initiated by an outside transit provider who contacts the DART Supervisor in order to coordinate travel arrangements for a passenger who is travelling to, or through, Douglas County. These trips usually involve passengers who may need additional ADA services and the outside agency wants to ensure that the special needs of the rider can be met.

e. What ongoing coordination exists and what issues are being addressed jointly?

Douglas County Management strives to continue to meet with the Tahoe Transportation District, Carson City Regional Transportation Commission, and the Regional Transportation Commission of Washoe County. The goal is to discuss long term transit solutions and improvements that we can continue to make in order to best serve our residents as well as travelers throughout our county.

Q6. Budget Justification

Please describe how your budget was developed, including consideration of your agency's spending trends and any expected budget contingency amounts, or "padding", that may have been included in the budget by increasing projected expenses or reducing expected revenues to account for economic fluctuations in the project.
Each line item of the proposed budget should be explained, in detail, for review by the Transit Office. Indicate if the budget has increased or decreased from any previous application. Please describe how the increase/decrease in your budget request will maintain, or improve upon, the current levels of service you provide. Include a full financial management plan, inclusive of the transit program, to show distribution of costs within your agency.

For agencies wishing to claim the de minimis rate of 10% of modified total direct costs (MTDC), a clause should be included with the budget justification to certify that the applicant has not received a negotiated indirect cost rate previously. No documentation, aside from this certification, is required for the de minimis rate of 10%. Refer to 2 CFR §200.414 for more information.

For state, local and tribal agencies wishing to use a negotiated indirect cost rate, you must submit documentation showing your approved MTDC rate from your cognizant agency in order to apply the MTDC rate to your budget. In addition, you must submit your agency cost allocation plan used in determining the approved MTDC rate for your agency.

Attach the Operating Budget Form to this addendum.

Douglas County uses the base budgeting method. This method sets the most recently completed fiscal year actual spending as the starting point, or "base", for the upcoming fiscal year's budget. For FY 2024 budgeting, FY 2022 actual spending is the base budget. Adjustments are made to the base budget to subtract one-time expenditures and add costs related to the current level of operations. Additions are made for known or anticipated cost increases such as contractual obligations established in the current year, or increases in utility costs. Items that add programs,

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services, projects, or staffing costs over an above the current level of operations are supplemental to the adjusted base budget.

The DART budget was created specifically using the following approaches.

Administration Expenses:
Insurance expenses, office expenses, supplies expenses, marketing and advertising expenses, and training and travel expenses were budgeted based on current monthly charges. In some cases, the charges are the same every month. In cases where the amount of the charge varies, estimates were used based on actual expense amounts incurred during the current grant cycle. These estimates were conservative in nature.

Indirect costs related to administrative salaries and benefits were budgeted based on current salaries and benefits of administrative staff, multiplied by a 10% de minimus rate. DART does not currently have a negotiated indirect cost rate.

Administrative expenses were increased by 5% in year two of the grant application based on expected increases due to inflation and salary increases.

Capital Expenses:
Preventative Maintenance Expenses were calculated by taking the average amount of maintenance costs per vehicle over the course of the current grant cycle. This average was conservative in nature. These expenses were increased by 5% in year two of the grant application due to expected increases to parts and labor expenses based on inflation and payroll increases.
Vehicle Maintenance Overhead charges were calculated using current actual overhead expenses that our department pays each month to the fleet services department. These expenses cover expenses that are not covered by the direct charges for services expenses and cover such expenses as utilities, fluids, building expenses, and administrative staff expenses within the fleet services department. These expenses were increased by 5% in year two of the grant application due to expected increases based on inflation and payroll expenses.
The remaining capital expenses were budgeted based on expected capital needs for the next two years. These include bus equipment such as blind spot eliminators, parking sensors, adjustable seats and side lock and key systems for each vehicle. These expenses also include one-time expenses that are related to the requests in our Capital Addendum such as new bus stop signs as well as a feasibility study to determine what capital improvements may need to be made to enhance our bus stops.

Operating Expenses:
Direct Salary expenses, Direct Benefit expenses, fuel expenses, cell phone expenses, tablet expenses, fax line expenses, and operating supplies expenses were budgeted based on current monthly charges. In some cases, the charges are the same every month. In cases where the amount of the charge varies, estimates were used based on actual expense amounts incurred during the current grant cycle. These estimates were conservative in nature.

Direct costs related to driver, dispatcher, and supervisor salaries and benefits were budgeted based on current salaries and benefits of these employees, as well as the budgeted amounts for

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vacant positions, and estimated amount for any new positions that would be created based on this grant award.

Operating expenses were increased by 5% in year two of the grant application based on expected increases due to inflation and salary increases.

The Operating Budget Form is attached.

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DART

FY 2024 Federal Grant Application

Operating Assistance Addendum



Attachment 2 – Multi-Year Operating Budget Form

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NEVADA DEPARTMENT OF TRANSPORTATION
FEDERAL GRANT APPLICATION MULTI-YEAR OPERATING BUDGET FORM
SUMMARY PAGE

Applicant : Dougals Area Rural Transit (DART)

This page will auto-populate with the data you enter into the Operating Budget Form.

	Year 1	*Year 2*
PAG Expense Budget	$ 146,566	$ 153,895
Program Administration Grant (PAG) Match Required	$ 29,313	$ 30,779
FTA Program Administration Grant (PAG) Assistance Requested	$ 117,253	$ 123,116
CPG Expense Budget	$ 123,120	$ 129,276
Capital Project Grant (CPG) Match Required	$ 6,156	$ 6,464
FTA Capital Project Grant (CPG) Assistance Requested	$ 116,964	$ 122,812
OPG Expense Budget	$ 778,285	$ 817,199
Projected Farebox Revenue	$ 2,400	$ 2,520
OPG Expense Budget, minus Projected Farebox	$ 775,885	$ 814,679
Operating Grant (OPG) Match Required	$ 315,164	$ 330,923
FTA Operating Grant (OPG) Assistance Requested	$ 460,721	$ 483,757
Eligible Match Budget	$ 403,277	$ 423,442
Projected Directly Generated Revenues (Not Including Projected Farebox)	$ -	$ -
Eligible Match (local, state, non-USDOT federal, and private)	$ 350,633	$ 368,166
Projected In-Kind Match	$ 52,644	$ 55,276

Two-Year Match Required	$ 718,799
Two-Year FTA PAG Assistance Requested	$ 240,369
Two-Year FTA CPG Assistance Requested	$ 239,776
Two-Year FTA OPG Assistance Requested	$ 944,477
Two-Year FTA Total Assistance Requested	$ 1,424,622

Current IDC Indicated

Future IDC Indicated

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NEVADA DEPARTMENT OF TRANSPORTATION
FEDERAL GRANT APPLICATION MULTI-YEAR OPERATING BUDGET FORM
INDIRECT COST RATE AND DIRECT BENEFIT RATE PAGE

Applicant : Dougals Area Rural Transit (DART)

A sufficiently robust accounting program and/or software suite, along with a properly developed Cost Allocation Plan, should enable your agency to allocate indirect expenses throughout your program. It is recommended that applicants limit their use of indirect costs in their program to more closely monitor and regulate their budget for federally-assisted programs.

In the section below, all fields default to "No". Indicate if your agency uses, or is applying to use, any of the following:

CURRENT INDIRECT COST RATES	
Indirect Cost Rate of Modified Total Direct Costs	No
Indirect Cost Rate of Total Direct Salaries	Yes

CURRENT DIRECT BENEFIT RATES	
Direct Salary and Benefit Rate	No
Direct Benefit Rate of Direct Labor	No

PROJECTED/FUTURE INDIRECT COST RATES	
Indirect Cost Rate of Modified Total Direct Costs	No
Indirect Cost Rate of Total Direct Salaries	Yes

PROJECTED/FUTURE DIRECT BENEFIT RATES	
Direct Salary and Benefit Rate	No
Direct Benefit Rate of Direct Labor	No

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NEVADA DEPARTMENT OF TRANSPORTATION
FEDERAL GRANT APPLICATION MULTI-YEAR OPERATING BUDGET FORM
PROGRAM ADMINISTRATION GRANT (PAG) ASSISTANCE BUDGET PAGE

Applicant : Dougals Area Rural Transit (DART)

Using your General Ledger and the table below, describe each PAG expense for which you seek reimbursement through the federal award.
Make sure to include instances of In-Kind, Indirect Cost, or Direct Benefit expenses, as applicable.

Expense Description (*provide as much detail as possible in the space provided*)	Year 1 Amount	Year 2 Amount		
Quarterly Insurance Expense (DART's dept share is currently $43,310 annually) plus inflation in year 2	$ 43,310	$ 45,476	5.00%	increase
Office Expense - Internet (Monthly $98, Annually $1,176) plus inflation in year 2	$ 1,176	$ 1,235	5.00%	increase
Office Expense - Telephone (Monthly $75, Annually $900) plus inflation in year 2	$ 900	$ 945	5.00%	increase
Office Expense - Copier Lease (Monthly $65, Annually $780) plus inflation in year 2	$ 780	$ 819	5.00%	increase
Office Expense - Copier Usage (Approximately $400/Month, $4,800/Year) plus inflation in year 2	$ 4,800	$ 5,040	5.00%	increase
Office Expense - Office Supplies (Approximately $500/Month, $6,000/Year) plus inflation in year 2	$ 6,000	$ 6,300	5.00%	increase
Training-Travel Reimbursement - Estimate based on historical expenses	$ 3,000	$ 3,150	5.00%	increase
Pre-employment fingerprinting and background checks - Estimate based on historical expenses	$ 600	$ 630	5.00%	increase
Training - Estimate based on historical charges plus anticpated new employees	$ 2,000	$ 2,100	5.00%	increase
Indirect Costs (10% of Administrative Salaries and Benefits - approximately $7,000/month $84,000/year)	$ 84,000	$ 88,200	5.00%	increase
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PAG Expense Budget	$ 146,566	$ 153,895	5.00%	increase

NEVADA DEPARTMENT OF TRANSPORTATION
FEDERAL GRANT APPLICATION MULTI-YEAR OPERATING BUDGET FORM
CAPITAL PROJECT GRANT (CPG) ASSISTANCE SPENT ON OPERATIONS OR MOBILITY MANAGEMENT BUDGET PAGE

Applicant : Dougals Area Rural Transit (DART)

Using your General Ledger and the table below, describe each CPG expense for which you seek reimbursement through the federal award.
Make sure to include instances of In-Kind expenses, as applicable.
Indirect Costs and Direct Benefit Rates cannot be attributed to CPG expenses.

Expense Description (*provide as much detail as possible in the space provided*)	Year 1 Amount	Year 2 Amount		
Preventitive Maintenance - Bus 230 - Based on estimated monthly charges of $500 per vehicle	$ 6,000	$ 6,300	5.00%	increase
Preventitive Maintenance - Bus 231 - Based on estimated monthly charges of $500 per vehicle	$ 6,000	$ 6,300	5.00%	increase
Preventitive Maintenance - Bus 234 - Based on estimated monthly charges of $500 per vehicle	$ 6,000	$ 6,300	5.00%	increase
Preventitive Maintenance - Bus 235 - Based on estimated monthly charges of $500 per vehicle	$ 6,000	$ 6,300	5.00%	increase
Preventitive Maintenance - Bus 237 - Based on estimated monthly charges of $500 per vehicle	$ 6,000	$ 6,300	5.00%	increase
Preventitive Maintenance - Bus 238 - Based on estimated monthly charges of $500 per vehicle	$ 6,000	$ 6,300	5.00%	increase
Preventitive Maintenance - Bus 239 - Based on estimated monthly charges of $500 per vehicle	$ 6,000	$ 6,300	5.00%	increase
Preventitive Maintenance - Bus 240 - Based on estimated monthly charges of $500 per vehicle	$ 6,000	$ 6,300	5.00%	increase
Preventitive Maintenance - Bus 241 - Based on estimated monthly charges of $500 per vehicle	$ 6,000	$ 6,300	5.00%	increase
Preventitive Maintenance - Bus 242 - Based on estimated monthly charges of $500 per vehicle	$ 6,000	$ 6,300	5.00%	increase
Preventitive Maintenance - Bus 243 - Based on estimated monthly charges of $500 per vehicle	$ 6,000	$ 6,300	5.00%	increase
Preventitive Maintenance - Bus 244 - Based on estimated monthly charges of $500 per vehicle	$ 6,000	$ 6,300	5.00%	increase
Preventitive Maintenance - new vehicle - Based on estimated monthly charges of $500 per vehicle	$ 6,000	$ 6,300	5.00%	increase
Preventitive Maintenance - new vehicle - Based on estimated monthly charges of $500 per vehicle	$ 6,000	$ 6,300	5.00%	increase
Preventitive Maintenance - Misc charges - Based on estimated monthly charges	$ 1,200	$ 1,260	5.00%	increase
Vehicle Maintenance Overhead Charges (DART portion is 64% of total dept charges of $54,000 annually)	$ 34,560	$ 36,288	5.00%	increase
GPS services charges ($280/month $3,360/year) plus inflation in year 2	$ 3,360	$ 3,528	5.00%	increase
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CPG Expense Budget	$ 123,120	$ 129,276	5.00%	increase

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NEVADA DEPARTMENT OF TRANSPORTATION
FEDERAL GRANT APPLICATION MULTI-YEAR OPERATING BUDGET FORM
OPERATING GRANT (OPG) ASSISTANCE BUDGET PAGE

Applicant : Dougals Area Rural Transit (DART)

Using your General Ledger and the table below, describe each OPG expense for which you seek reimbursement through the federal award.
Make sure to include instances of In-Kind or Direct Benefit expenses, as applicable.
Indirect Costs cannot be attributed to OPG expenses.

Expense Description (*provide as much detail as possible in the space provided*)	Year 1 Amount	Year 2 Amount		
Salary - Skaggs (full time) - Based on current budgeted annual salary (5% COLA and Merit in year 2)	$ 69,241	$ 72,703	5.00%	increase
Salary - Thomas (full time) - Based on current budgeted annual salary (5% COLA and Merit in year 2)	$ 44,700	$ 46,935	5.00%	increase
Salary - Broumley (full time) - Based on current budgeted annual salary (5% COLA and Merit in year 2)	$ 35,701	$ 37,486	5.00%	increase
Salary - Vacant (part time) - Based on current budgeted annual salary (5% COLA and Merit in year 2)	$ 16,167	$ 16,975	5.00%	increase
Salary - Kozerski (full time) - Based on current budgeted annual salary (5% COLA and Merit in year 2)	$ 39,572	$ 41,551	5.00%	increase
Salary - Grimes (full time) - Based on current budgeted annual salary (5% COLA and Merit in year 2)	$ 36,855	$ 38,698	5.00%	increase
Salary - Peterson (full time) - Based on current budgeted annual salary (5% COLA and Merit in year 2)	$ 39,702	$ 41,687	5.00%	increase
Salary - Nkala (full time) - Based on current budgeted annual salary (5% COLA and Merit in year 2)	$ 36,965	$ 38,813	5.00%	increase
Salary - Brackett (on call) - Based on current budgeted annual salary (5% COLA and Merit in year 2)	$ 15,246	$ 16,008	5.00%	increase
Salary - Vacant (part time) - Based on current budgeted annual salary (5% COLA and Merit in year 2)	$ 22,194	$ 23,304	5.00%	increase
Salary - Sickler (part time) - Based on current budgeted annual salary (5% COLA and Merit in year 2)	$ 26,071	$ 27,375	5.00%	increase
Salary - New Position (full time) - Based on estimated salary upon approval (5% COLA and Merit in year 2)	$ 35,701	$ 37,486	5.00%	increase
Salary - New Position (full time) - Based on estimated salary upon approval (5% COLA and Merit in year 2)	$ 35,701	$ 37,486	5.00%	increase
Benefits - Skaggs (full time) - Based on current budgeted benefits (5% COLA and Merit in year 2)	$ 27,116	$ 28,472	5.00%	increase
Benefits - Thomas (full time) - Based on current budgeted benefits (5% COLA and Merit in year 2)	$ 37,087	$ 38,941	5.00%	increase
Benefits - Broumley (full time) - Based on current budgeted benefits (5% COLA and Merit in year 2)	$ 23,319	$ 24,485	5.00%	increase
Benefits - Vacant (part time) - Based on current budgeted benefits (5% COLA and Merit in year 2)	$ 1,406	$ 1,476	5.00%	increase
Benefits - Kozerski (full time) - Based on current budgeted benefits (5% COLA and Merit in year 2)	$ 28,386	$ 29,805	5.00%	increase
Benefits - Grimes (full time) - Based on current budgeted benefits (5% COLA and Merit in year 2)	$ 24,063	$ 25,266	5.00%	increase
Benefits - Peterson (full time) - Based on current budgeted benefits (5% COLA and Merit in year 2)	$ 21,092	$ 22,147	5.00%	increase
Benefits - Nkala (full time) - Based on current budgeted benefits (5% COLA and Merit in year 2)	$ 19,937	$ 20,934	5.00%	increase
Benefits - Brackett (on call) - Based on current budgeted benefits (5% COLA and Merit in year 2)	$ 1,259	$ 1,322	5.00%	increase
Benefits - Vacant (part time) - Based on current budgeted benefits (5% COLA and Merit in year 2)	$ 9,364	$ 9,832	5.00%	increase
Benefits - Sickler (part time) - Based on current budgeted benefits (5% COLA and Merit in year 2)	$ 11,002	$ 11,552	5.00%	increase
Benefits - New Position (full time) - Based on estimated benefits upon approval (5% COLA and Merit in year 2)	$ 23,319	$ 24,485	5.00%	increase
Benefits - New Position (full time) - Based on estimated benefits upon approval (5% COLA and Merit in year 2)	$ 23,319	$ 24,485	5.00%	increase
Fuel - approximately $5,000 per month plus inflation in year 2	$ 60,000	$ 63,000	5.00%	increase
Cell phone expenses - approximately $250 per month plus inflation in year 2	$ 3,000	$ 3,150	5.00%	increase
Tablet expenses - approximately $600 per month plus inflation in year 2	$ 7,200	$ 7,560	5.00%	increase
Fax Line - approximately $100 per month plus inflation in year 2	$ 1,200	$ 1,260	5.00%	increase
Operating supplies - based on estimates of historical expenses of approximately $200 per month	$ 2,400	$ 2,520	5.00%	increase
	$ -	$ -		
	$ -	$ -		
	$ -	$ -		
	$ -	$ -		
	$ -	$ -		
	$ -	$ -		
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	$ -	$ -		
OPG Expense Budget	$ 778,285	$ 817,199	5.00%	increase

NEVADA DEPARTMENT OF TRANSPORTATION
FEDERAL GRANT APPLICATION MULTI-YEAR OPERATING BUDGET FORM
ELIGIBLE MATCH BUDGET PAGE

Applicant : Dougals Area Rural Transit (DART)

PROJECTED FAREBOX

	Year 1 Amount	Year 2 Amount		
Projected Farebox Revenue DR	$ 2,400	$ 2,520	5.00%	increase
Projected Farebox Revenue MB	$ -	$ -		
Projected Farebox Revenue CB	$ -	$ -		
Projected Farebox	$ 2,400	$ 2,520	5.00%	increase

PROJECTED DIRECTLY GENERATED REVENUE

Include all sources of projected directly generated revenue. (amount may exceed required match amount)

Revenue Description (*provide as much detail as possible in the space provided*)	Year 1 Amount	Year 2 Amount
	$ -	$ -
	$ -	$ -
	$ -	$ -
	$ -	$ -
	$ -	$ -
	$ -	$ -
	$ -	$ -
	$ -	$ -
Projected Directly Generated Revenue	$ -	$ -

ELIGIBLE MATCH

Include all sources of eligible cash match. (amount may exceed required match amount)

Match Description (*provide as much detail as possible in the space provided*)	Year 1 Amount	Year 2 Amount		
Douglas County Match	$ 350,633	$ 368,166	5.00%	increase
	$ -	$ -		
	$ -	$ -		
	$ -	$ -		
	$ -	$ -		
	$ -	$ -		
	$ -	$ -		
	$ -	$ -		
Eligilbe Match	$ 350,633	$ 368,166	5.00%	increase

PROJECTED IN-KIND MATCH

Include all sources of eligible in-kind match. (amount may exceed required match amount)
(Must be directly associated with a PAG, CPG, or OPG expense listed in this form.)

In-Kind Description (*provide as much detail as possible in the space provided*)	Year 1 Amount	Year 2 Amount		
ADSD Transportation Grant	$ 52,644	$ 55,276	5.00%	increase
	$ -	$ -		
	$ -	$ -		
	$ -	$ -		
	$ -	$ -		
	$ -	$ -		
	$ -	$ -		
	$ -	$ -		
Projected In-Kind Match	$ 52,644	$ 55,276	5.00%	increase

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The State of Nevada Department of Transportation
Multimodal Planning, Transit Office

CAPITAL ASSISTANCE ADDENDUM

for
Capital Asset Grant (CAG), and
Capital Project Grant (CPG)
assistance under FTA §5310 and §5339 Programs

(must be accompanied by FEDERAL GRANT APPLICATION)

For additional information or assistance, please contact the Transit Office at
transitteam@dot.nv.gov

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INTRODUCTION

The Nevada Department of Transportation (Nevada DOT) is the agency designated to apply for, receive, and administer funds under Federal Transit Administration (FTA) Sections 5310 and 5339. This Capital Assistance Addendum has been developed to assist applicants in applying for **Capital Asset Grant (CAG) Assistance** and **Capital Project Grant (CPG) Assistance** under these programs. Special consideration is given by the FTA for **Clean Air Act (CAA)** or **Americans with Disabilities Act (ADA)** activities.

Eligible recipients of §5310 funding are:

1. private nonprofit organizations,
2. local public bodies, and agencies thereof, (including Native American Tribes) approved by the state to coordinate services for seniors and individuals with disabilities, or
3. local public bodies, and agencies thereof, that certify to the Governor that no private nonprofit agencies are readily available in the area,

…that are engaged in transporting seniors and/or individuals with disabilities.

Capital Asset Grant (CAG) Assistance §5310 Program

All CAA and/or ADA vehicles are eligible at up to 85% federal assistance with minimum 15% local match.

All non-CAA and/or non-ADA vehicles are eligible at up to 80% federal assistance with minimum 20% local match.

All CAA and/or ADA facilities are eligible at up to 90% federal assistance with minimum 10% local match.

All non-CAA and/or non-ADA facilities are eligible at up to 80% federal assistance with minimum 20% local match.

Capital Project Grant (CPG) Assistance §5310 Program

All CAA and/or ADA equipment is eligible at up to 90% federal assistance with minimum 10% local match.

All non-CAA and/or non-ADA equipment is eligible at up to 80% federal assistance with minimum 20% local match.

Vehicle rehabilitation is eligible at up to 80% federal assistance with minimum 20% local match.

Vehicle repowering is eligible at up to 80% federal assistance with minimum 20% local match.

Eligible recipients of §5339 funding are:

1. state agencies,
2. local public bodies, and agencies thereof,
3. Native American Tribes,
4. nonprofit organizations, or
5. private for-profit operators of public transportation services, as third-party contractors with the state,

…that are engaged in public transportation.

Capital Asset Grant (CAG) Assistance §5339 Program

All CAA and/or ADA vehicles are eligible at up to 85% federal assistance with minimum 15% local match.

All non-CAA and/or non-ADA vehicles are eligible at up to 80% federal assistance with minimum 20% local match.

All CAA and/or ADA facilities are eligible at up to 90% federal assistance with minimum 10% local match.

All non-CAA and/or non-ADA facilities are eligible at up to 80% federal assistance with minimum 20% local match.

Capital Project Grant (CPG) Assistance §5339 Program

All CAA and/or ADA equipment is eligible at up to 90% federal assistance with minimum 10% local match.

All non-CAA and/or non-ADA equipment is eligible at up to 80% federal assistance with minimum 20% local match.

All miscellaneous maintenance is eligible at up to 80% federal assistance with minimum 20% local match.

Vehicle rehabilitation is eligible at up to 80% federal assistance with minimum 20% local match.

Vehicle repowering is eligible at up to 80% federal assistance with minimum 20% local match.

Important: The Capital Assistance Addendum (and associated Capital Budget Form) are federal funding requests for an Applicant to have federal assistance awarded to that Applicant and do not constitute an obligation to make the capital purchase. The purpose of the forms are to allow Applicants to have funds awarded and available for use during the period for which any capital grantee agreement would be active for that Applicant. Applicants are still required to provide eligible match funds at the time of procurement for any capital asset.

The following items must be provided in narrative form on a separate document attached to this addendum. Reminder, this is a single-use capital assistance addendum designed solely for the procurement of capital assets to occur within the 48 months following execution of the grantee agreement through the Nevada DOT.

Please be sure to answer all parts of all questions specifically and thoroughly.

Q1. Purpose

Applicants must briefly describe why they are applying for this Federal Grant, and the asset(s) they plan to purchase. *This is a quick answer to provide reviewers basic knowledge of the intended purchase(s). Details of the purchase will be requested in Question 6.*

a. What are all the assets that you are requesting to purchase with federal funding assistance? How many?
   e.g. 5 radios, 2 cutaway buses, and indeterminate amount of miscellaneous maintenance equipment.

Q2. Agency Description

Applicants* must briefly describe the current services provided, regardless of funding source, in response to the topics below. **Applicants that are state agencies, local public bodies, or agencies thereof (including Native American Tribes), need only describe the current transportation services provided, regardless of funding source, in response to the topics below.*

a. Provide a description of your agency mission and objectives.

b. How many transit vehicles (service and revenue) are in your fleet? *Must correspond with your Current Asset Inventory.*

c. How many transit vehicles does your agency operate in maximum service (VOMS)? *i.e. At peak service, at any time of the year, what is the most vehicles your agency operates at one time?*

d. What is your transit revenue vehicle spare ratio? Spare ratio is defined as the number of spare vehicles divided by the vehicles required for annual maximum service(VOMS). *Example: If your Current Asset Inventory is 10 vehicles, and 2 of those are only used as spares, then your spare ratio is 2 / (10-2) = 0.25 or 25%.*

e. *If your spare ratio is less than 20% and you are not applying for vehicle(s) to expand the fleet*, please provide a justification for operating at this rate.

Q3. Agency Accomplishments and Goals

Applicants must describe accomplishments from prior awards and goals for the upcoming funding cycle for their transportation program, regardless of funding source.

a. Describe your program's accomplishments from current and prior award periods.

b. What program goals exist for this application award period and beyond and what are some of the steps that will be taken toward accomplishing these goals?

c. What have been some of the challenges in meeting program goals and what are some anticipated hurdles to meeting future goals?

Q4. Description of Transportation Program for which Assistance is Requested

Applicants must describe the current or proposed service(s) to be provided, including the service areas (must be complete and accurate), routes, and schedules of each service, as applicable. *If your agency does not operate certain services/ modes, you may respond with "N/A" for that section.*

a. Demand Response (DR)

   1. Is the DR mode Directly Operated (DO) by the applicant or provided by a third-party that is not the applicant and constitutes Purchased Transportation (PT)?

   2. Provide a description of the entire service area(s) for which the applicant or its provider operates. *Detailed maps for DR must be submitted in addition to narrative responses.*

   3. Provide the specific route(s) and schedule(s) for DR that the applicant or its provider operates.

   4. Does the DR mode provide intercity connectivity for passengers?

5. How was need determined for DR service?

6. Provide the justification for continuation of DR service(s).

7. How many transit vehicles does your agency operate in maximum service (VOMS) for DR? *i.e. At peak service, at any time of the year, what is the most vehicles your agency operates at one time?*

8. Similar to Question 3, but specific to DR, what goal(s) and objective(s) does the applicant have for this award period?

b. Fixed Route (MB)

1. Is the MB mode Directly Operated (DO) by the applicant or provided by a third-party that is not the applicant and constitutes Purchased Transportation (PT)?

2. Provide the entire service area(s) for which the applicant or its provider operates. *Detailed maps for MB, including Complementary Paratransit, must be submitted in addition to narrative responses.*

3. Provide the specific route(s) and schedule(s) for MB that the applicant or its provider operates.

4. Does the MB mode act as an intercity route or provide intercity connectivity for passengers?

5. Describe how the Complementary Paratransit requirement of your MB service is met.

6. How was need determined for MB service?

7. Provide the justification for continuation of MB service(s).

8. How many transit vehicles does your agency operate in maximum service (VOMS) for MB? *i.e. At peak service, at any time of the year, what is the most vehicles your agency operates at one time?*

9. Similar to Question 3, but specific to MB, what goal(s) and objective(s) does the applicant have for this award period?

c. Deviated Fixed Route (MB)

1. Are on-request, off-route deviations available to all riders or only certain individuals, such as persons with disabilities?
If on-request, off-route deviations are available to all riders, CONTINUE filling out the Q4(c) Deviated Fixed Route section.
If on-request, off route deviations are only available to certain individuals, such as persons with disabilities, STOP. Your service is not considered Deviated Fixed Route and you must fill out the Q4(b) Fixed Route section.

2. Is the Deviated MB mode Directly Operated (DO) by the applicant or provided by a third-party that is not the applicant and constitutes Purchased Transportation (PT)?

3. Provide the entire service area(s) for which the applicant or its provider operates. *Detailed maps for Deviated MB must be submitted in addition to narrative responses.*

4. Provide the specific route(s) and schedule(s) for Deviated MB that the applicant or its provider operates.

5. Does the Deviated MB mode act as an intercity route or provide intercity connectivity for passengers?

6. How was need determined for Deviated MB service?

7. Provide the justification for continuation of Deviated MB service(s).

8. How many transit vehicles does your agency operate in maximum service (VOMS) for Deviated MB? *i.e. At peak service, at any time of the year, what is the most vehicles your agency operates at one time?*

9. Similar to Question 3, but specific to Deviated MB, what goal(s) and objective(s) does the applicant have for this award period?

d. Commuter Bus (CB)

1. Is the CB mode Directly Operated (DO) by the applicant or provided by a third-party that is not the applicant and constitutes Purchased Transportation (PT)?

2. Provide the entire service area(s) for which the applicant or its provider operates. *Detailed maps for CB must be submitted in addition to narrative responses.*

3. Provide the specific route(s) and schedule(s) for CB that the applicant or its provider operates.

4. Does the CB mode act as an intercity route or provide intercity connectivity for passengers? Applicants should consider a route as providing intercity connectivity if it gives passengers access to connections between non-urbanized areas and the larger regional or national system of intercity bus service.

5. How was need determined for CB service?

6. Provide the justification for continuation of CB service(s).

7. How many transit vehicles does your agency operate in maximum service (VOMS) for CB? *i.e. At peak service, at any time of the year, what is the most vehicles your agency operates at one time?*

8. Similar to Question 3, but specific to CB, what goal(s) and objective(s) does the applicant have for this award period?

Q5. Coordination Efforts

Applicants must describe the coordination efforts they employ to facilitate greater transportation solutions for passengers. If other transit agencies operate anywhere in your service area, this must be addressed in your answer.

a. Describe your agency coordination efforts with other transit agencies and mobility managers, including the frequency of communication. If no coordination exists between your agency and another, please explain why.

b. What information is exchanged during these efforts?

c. Are schedules developed and routes executed to facilitate connections to neighboring transportation providers? Why or why not?

d. How are regional trips accommodated?

e. What ongoing coordination exists and what issues are being addressed jointly?

Q6. Capital Asset Request Detail

Provide a detailed description of the nature of your request. Identify all of the following:

a. Does this request include any of the following? Please answer with a complete list of all types of purchases in your application:

1. the purchase, rehabilitation, or repowering of a transit (revenue) vehicle;

2. the purchase, rehabilitation, or repowering of a service (maintenance or supervisor) vehicle;

3. the purchase or rehabilitation of an administration, maintenance, or passenger facility;

4. the purchase or rehabilitation of administration, maintenance, or passenger facility equipment;

5. the purchase or rehabilitation of vehicle-related equipment (equipment on or attached to vehicle);

6. the purchase or rehabilitation of an item not listed above. Describe the item.

7. the purchase of miscellaneous maintenance items as needed for revenue vehicles such as internal replacement parts and repairs.

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b. Does the request include a CAA- or ADA-compliant asset? If so, which asset(s)?

c. Does this request replace an asset that is to be retired or disposed*? Yes or No.
If yes, how was it determined that the asset(s) needed to be replaced or disposed? Identify the asset(s) being replaced.
**For vehicles, the asset(s) must be listed on the Current Asset Inventory Form provided as an attachment to the Federal Grant Application provided with this addendum. All fields on the Current Asset Inventory Form must be completed.*
**If the vehicle that is being replaced will still act as a spare, or will be used in any capacity, then that is not considered a replacement, but rather an expansion of inventory.*

d. Does this request rehabilitate or repower an asset**? Yes or No.
If yes, how was it determined that the asset(s) needed rehabilitation or repowering? Identify the asset(s) being rehabilitated or repowered.
***For vehicles, the asset(s) must be listed on the Current Asset Inventory Form provided as an attachment to the Federal Grant Application provided with this addendum. All fields on the Current Asset Inventory Form must be completed.*

e. Does this request provide a spare asset to the transit program/project? Yes or No.
(If the purchase of a new vehicle will move a current revenue vehicle to act as a spare, then the answer would be "Yes") If yes, how was it determined that a spare asset was needed for the program/project?

f. Is a purpose of this request to expand the current transit program/project or service area? Yes or No. If yes, how was need determined to justify program/project expansion?

Q7. Capital Asset Pricing and Budget

a. How was pricing determined for the request?

b. Was a contingency amount calculated and included with the request to account for price deviations? What was the contingency amount used and how was it determined?*
**Applicants that plan to make purchases one or more years into the future should account for inflation trends over the amount of time between the application and the estimated date of purchase. The total contingency amount will be combined estimate of current price deviations and estimated annual rates of inflation.*

You may provide informal quotes with this request, but you may not engage a vendor in the procurement process until such time as the award has been granted by the NDOT.

Your requested amount must include a contingency to account for future price deviations. Attach the Capital Budget Form to this addendum.

Q8. Additional Information

Please provide any additional information for consideration of your application for capital funding assistance.

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MULTI-YEAR CAPITAL BUDGET FORM

The Multi-Year Capital Budget Form is a form to be used beginning with the Federal Grant Application.

This Multi-Year Capital Budget Form has been developed to assist applicants in applying for **Capital Asset Grant (CAG) Assistance** and **Capital Project Grant (CPG) Assistance** under the 5310 and 5339 programs. Special consideration is given by the FTA for **Clean Air Act (CAA)** or **Americans with Disabilities Act (ADA)** activities.

One (1) Multi-Year Capital Budget Form and an accompanying Independent Cost Estimate must be submitted for each separate asset type that will be purchased. The separate asset types are listed below.

Please complete one Budget Form and Independent Cost Estimate for EACH of the following:

1. One or more vehicles of the same make/model.
    a. If different models of vehicles are being purchased, then each different model will require its own Budget Form and Independent Cost Estimate. For example, if you are purchasing two vans and one bus, then you will have two Budget Forms and two Independent Cost Estimates, one of each for the vans, and one of each for the bus.
2. One or more of the same type of equipment.
    a. If different kinds of equipment are being purchased, then each type will require its own Budget Form and Independent Cost Estimate.
3. A rehabilitation / repowering of one facility or one vehicle.
4. Purchase or construction of one facility.
5. The total budget for any and all miscellaneous maintenance items yet to be identified.

Please contact the Transit Office with any questions on how to properly apply for the asset(s) you are requesting.

MULTI-YEAR CAPITAL BUDGET FORM – INDEPENDENT COST ESTIMATES

To determine pricing for each request, Applicants must generate an independent cost estimate (ICE). This may be done using any of the methods listed in the ICE template provided within the Multi-Year Capital Budget Form. The ICE template is provided as a guide but Applicants may use their own ICE form, provided it is clearly labeled as such.

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DART

FY 2024 Federal Grant Application

Capital Assistance Addendum



Attachment 1 – Narrative Responses

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Q1. Purpose

a. What are you requesting to purchase with federal funding assistance? How many?

We are requesting to purchase two ADA accessible transit busses.

Q2. Agency Description

a. Provide a description of your agency mission and objectives.

The mission of the Douglas County Senior Services Transportation Program (DART) is to provide affordable, reliable transportation services to the citizens of Douglas County.

DART offers two modes of transportation: Demand Response and Fixed Route. Demand Response is a curb-to-curb shared ride service that is available to residents of Douglas County who are elderly, disabled, or have other specific special needs. To apply for DART Dial-A-Ride and get certified as an eligible rider, DART Transportation requests that all riders complete the DART Dial-A-Ride application regardless of age or disability. The DART transit team then reviews DART applications and appropriate scheduling is activated for those requesting service. DART Dial-A-Ride requires each rider to follow scheduling guidelines by calling the dispatch office and provide information and time to schedule a ride.

DART Fixed Route is specifically designed to transport passengers who are seeking access to Minden, Gardnerville, and the Gardnerville Ranchos. Specific transfer points are built into the route, which are shared with Tahoe Transportation District for passengers seeking to ride to the Tahoe Basin via Kingsbury Grade in Stateline, NV. For visitors and residents of Douglas County, DART Express offers transportation points of interest in the Carson Valley namely: Tillman Center, Pau Wa Lu Middle School, Carson Valley Medical Center, Shopping Centers, Community and Senior Center, Carson Valley Inn, Library, and Carson Valley Swim Center.

b. How many transit vehicles (service or revenue) are in your fleet?

There are currently 12 vehicles in the DART fleet.

c. How many transit vehicles does your agency operate in maximum service (VOMS)?

The maximum number of service vehicles that can be operated during peak service is 9.

d. What is your transit revenue vehicle spare ratio?

Our vehicle spare ration is 3 spare vehicles out of 12 total vehicles in the fleet.

Q3. Agency Accomplishments and Goals

a. Describe your program's accomplishments from current and prior award periods.

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DART has been a leader in rural transportation services in Nevada for several years now. Despite being located in a relatively small and rural county, DART has been able to provide consistent, reliable, affordable transportation services to our citizens as well as to visitors to the County. DART has stayed at the forefront of maintaining relatively new vehicles which increases the reliability of our services. DART is able to assist in providing transportation services in between more densely populated areas such as Lake Tahoe, Carson City, and Reno. Douglas County is located in a crucial geographic area which helps travelers connect to these other more populated areas. DART has been recognized as a leader in rural transportation and, because of this, has been identified as a possible pilot program for the expansion of its fleet to include electric vehicles or other potential new transit technology.

b. What program goals exist for this application award period and beyond and what are some of the steps that will be taken toward accomplishing these goals?

The primary goal of the DART program for the upcoming grant period is to expand our services. Our county covers a large geographic area. Our current vehicle and staffing levels allow us to provide adequate services to central, more populated areas. However, several outlying areas of the County are not adequately served, due to our limited number of vehicles and staff. As part of this grant application, we are hoping to be able to increase our funding in order to purchase two new vehicles and add two new driving positions. Additionally, DART would like to continue to improve our reporting of miles, hours, and trips by specific mode. Because we are small in nature, our drivers often switch between fixed route and demand response during their shifts. This makes reporting of information by mode challenging for us. Our supervisor and dispatcher go to great lengths to maintain and report this information accurately. We are continuing to find strategies to improve our reporting processes.

c. What have been some of the challenges in meeting program goals and what are some anticipated hurdles to meeting future goals?

One challenge in meeting our goals has been frequent turnover of several management positions over the past few years. We expect that this turnover will decrease and that our program will be able to maintain more consistency in future years. Another challenge is our ability to track revenue hours and revenue miles by specific mode. This challenge is caused by the relatively small size of our program. Drivers are often asked to switch from a fixed route into a demand response service during the same shift. In prior years, we were able to report miles and hours as a total for the entire program. Now that we are required to report based on specific modes, we have run into some challenges in meeting this requirement. We have been able to maintain accurate records of miles and hours by specific mode by our supervisor and dispatcher keeping meticulous records.

Q4. Description of Transportation Program for which Assistance is Requested

a. Demand Response (DR)

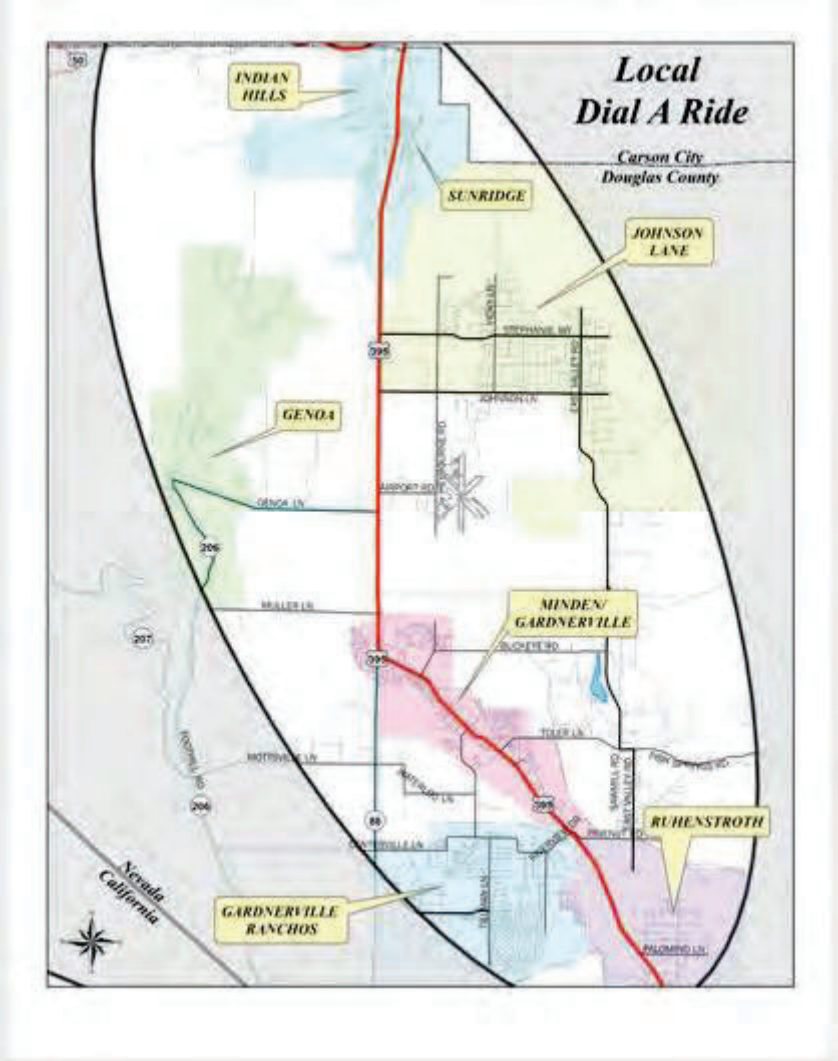
1. Is the DR mode Directly Operated (DO) by the applicant or provided by a third-party that is not the applicant and constitutes Purchased Transportation (PT)?

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The DR mode is directly operated by DART (the applicant).

2. Provide a description of the entire service area(s) for which the applicant or its provider operates. Detailed maps for DR must be submitted in addition to narrative responses.

DART provides service to the following areas within Douglas County:
Minden, Gardnerville, Gardnerville Ranchos, Genoa, Stateline, Douglas County Community and Senior Center, Social Services, Johnson Lane, Topaz Ranch Estates, Douglas County Library, Museum, and local grocery shopping centers such as WalMart, Raleys, and Smiths. Applicants are to use a qualified professional who is familiar with their particular disability and current functional abilities to use public transit. The map of the areas that the DR service operates within is below.



3. Provide the specific route(s) and schedule(s) for DR that the applicant or its provider operates.

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The DART Demand Response service does not offer specific routes, but rather it operates based on the specific needs of each individual rider. The service operates Monday through Friday from 8:00 AM to 4:30 PM.

4. Does the DR mode provide intercity connectivity for passengers?

No. The Demand Response Service is not designed to provide services for passengers outside of Douglas County. Our transportation supervisor does work with other transit agencies on a regular basis to assist with transporting ADA passengers that may need assistance while traveling through Douglas County. However, this is not a service that DART operates specifically, but rather assisting other agencies.

5. How was need determined for DR service?

Douglas County has a very high senior population as well as other citizens with limited mobility. These members of our community rely on the DR services in order to maintain a normal, happy lifestyle. The DART management team's offices are located within the Community and Senior Center and therefore the staff is able to communicate on a regular basis with seniors. This communication allows for us to be made aware of their needs, and allows for them to be aware of the services that we can provide for them.

6. Provide the justification for continuation of DR service(s).

DART Transportation appreciates the opportunity to apply for FY 2024 5311 and 5339 grant funding. DART depends on this funding along with County matching funds and fares to maintain and enhance transportation options for the public, and specifically for seniors and ADA riders within Douglas County as well as visitors to the area.

DART Transportation provides seniors 60 and over and those with disabilities the opportunity and ability to leave the house and engage in social activities, go shopping, and go to medical appointments. Having a reliable transportation service helps provide freedom and improve the overall quality of life for those who rely on these services. Nearly all seniors and those with special needs want to live independently in their homes for as long as possible. However, without safe, reliable and affordable transportation options, these people are either stuck at home, or they potentially traffic risks to others on the road. Staying active helps promote overall health, and engaging with others increases the emotional well-being of seniors, preventing feelings of isolation and depression. When a senior loses their mobility and independence, it typically becomes the duty of family members to provide transportation. This can quickly become difficult for relatives to balance their career, family, social life, and other responsibilities. DART transportation allows family members to continue with their other duties knowing that their loved ones are cared for and given access to the outside world.

7. How many transit vehicles does your agency operate in maximum service (VOMS) for DR?

DART operates a maximum of nine vehicles for Demand Response Services.

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8. Similar to Question 2, but specific to DR, what goal(s) and objective(s) does the applicant have for this award period?

In addition to the goals and objectives addressed in question 2, DART would like to continue to increase ridership specific to Demand Response. We will continue to increase advertising and marketing efforts to make the public aware of the services that the DART Demand Response program can provide them. We would also like to fill our vacant positions and add two new driver positions during the next grant cycle.

b. Fixed Route (MB)

1. Is the MB mode Directly Operated (DO) by the applicant or provided by a third-party that is not the applicant and constitutes Purchased Transportation (PT)?

The MB mode is directly operated by DART (the applicant).

2. Provide the entire service area(s) for which the applicant or its provider operates. Detailed maps for MB, including Complementary Paratransit, must be submitted in addition to narrative responses.

The DART fixed route provides service to Minden, Gardnerville, Gardnerville Ranchos. Fixed route stops include the Tillman Center, Pau Wa Lu Middle School, Carson Valley Medical Center, WalMart, the Douglas County Community and Senior Center, Smiths, the Carson Valley Inn, the Douglas County Public Library, the Carson Valley Swim Center, and the Ironwood Shopping Center.

3. Provide the specific route(s) and schedule(s) for MB that the applicant or its provider operates.

Northbound - DART Express

	TILLMAN CENTER (Bowling Alley)	CARSON VALLEY MEDICAL CENTER	WALMART	SENIOR CENTER COMMUNITY CENTER	SHOPPING CENTER (SMITHS)	CARSON VALLEY INN	LIBRARY	CARSON VALLEY SWIM CENTER	IRONWOOD CENTER
Route # 1	7:10am	7:20am	7:25am	7:35am	7:40am	7:55am	---	8:00am	8:05am
Route # 3	11:00am	11:10am	11:15am	11:25am	11:30am	11:45am	11:50am	11:55am	12:00pm
Route # 6	4:30pm	4:40pm	4:45pm	4:55pm	5:00pm	5:10pm	5:20pm	5:30pm	On-Call

Northbound - DART Express

	PA-WA-LU	CARSON VALLEY MEDICAL CENTER	WALMART	SENIOR CENTER COMMUNITY CENTER	SHOPPING CENTER (SMITHS)	CARSON VALLEY INN	LIBRARY	CARSON VALLEY SWIM CENTER	IRONWOOD CENTER
Route # 4	2:10pm	2:15pm	2:20pm	2:30pm	2:40pm	2:50pm	2:55pm	3:00pm	3:15pm

Southbound - DART Express

	IRONWOOD CENTER	CARSON VALLEY SWIM CENTER	LIBRARY	CARSON VALLEY INN	SHOPPING CENTER (SMITHS)	SENIOR CENTER COMMUNITY CENTER	WALMART	CARSON VALLEY MEDICAL CENTER	TILLMAN CENTER (Bowling Alley)
Route # 2	8:05am	8:10am	---	8:15am	8:30am	8:35am	8:45am	8:50am	9:00am
Route # 5	3:15pm	3:20pm	3:30pm	3:40pm	3:50pm	3:55pm	4:05pm	4:15pm	4:30pm

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4. Does the MB mode act as an intercity route or provide intercity connectivity for passengers?

The MB mode provides intercity connectivity for passengers. Several of the DART stops are also utilized by other transit providers and can therefore be used by passengers with destinations outside of Douglas County.

5. Describe how the Complementary Paratransit requirement of your MB service is met.

Every DART vehicle is equipped with a wheelchair lift which can provide full complementary paratransit services for all rides.

6. How was need determined for MB service?

Many members of our community rely on DART Transportation services in order to travel safely and affordably throughout the county. This includes children who utilize the service for rides from the school to the library or the community center. It also includes senior citizens who may no longer be able to drive who rely on DART to be able to live active and productive lives.

7. Provide the justification for continuation of MB service(s).

DART Transportation appreciates the opportunity to apply for FY 2024 5311 and 5339 grant funding. DART depends on this funding along with County matching funds and fares to maintain and enhance transportation options for the public, and specifically for seniors and ADA riders within Douglas County as well as visitors to the area.

DART Transportation provides seniors 60 and over and those with disabilities the opportunity and ability to leave the house and engage in social activities, go shopping, and go to medical appointments. Having a reliable transportation service helps provide freedom and improve the overall quality of life for those who rely on these services. Nearly all seniors and those with special needs want to live independently in their homes for as long as possible. However, without safe, reliable and affordable transportation options, these people are either stuck at home, or they potentially pose traffic risks to others on the road. Staying active helps promote overall health, and engaging with others increases the emotional well-being of seniors, preventing feelings of isolation and depression. When a senior loses their mobility and independence, it typically becomes the duty of family members to provide transportation. This can quickly become difficult for relatives to balance their career, family, social life, and other responsibilities. DART transportation allows family members to continue with their other duties knowing that their loved ones are cared for and given access to the outside world. Our fixed route service also provides essential services to younger riders who otherwise may not be able to get to school, work, appointments, or shopping.

8. How many transit vehicles does your agency operate in maximum service (VOMS) for MB?

DART operates a maximum of four vehicles for Fixed Route Services.

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9. Similar to Question 2, but specific to MB, what goal(s) and objective(s) does the applicant have for this award period?

In addition to the goals and objectives addressed in question 2, DART would like to continue to increase ridership specific to our Fixed Route service. We will continue to increase advertising and marketing efforts to make the public aware of the services that the DART Fixed Route service can provide them. We would also like to fill our vacant positions and add two new driver positions during the next grant cycle.

c. Deviated Fixed Route (MB)

1. Is the Deviated MB mode Directly Operated (DO) by the applicant or provided by a third-party that is not the applicant and constitutes Purchased Transportation (PT)?

NA – DART does not operate a deviated fixed route.

2. Provide the entire service area(s) for which the applicant or its provider operates. Detailed maps for Deviated MB must be submitted in addition to narrative responses.

NA – DART does not operate a deviated fixed route.

3. Provide the specific route(s) and schedule(s) for Deviated MB that the applicant or its provider operates.

NA – DART does not operate a deviated fixed route.

4. Does the Deviated MB mode act as an intercity route or provide intercity connectivity for passengers?

NA – DART does not operate a deviated fixed route.

5. Are on-request, off-route deviations available to all riders or only certain individuals, such as persons with disabilities?

NA – DART does not operate a deviated fixed route.

6. How was need determined for Deviated MB service?

NA – DART does not operate a deviated fixed route.

7. Provide the justification for continuation of Deviated MB service(s).

NA – DART does not operate a deviated fixed route.

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8. How many transit vehicles does your agency operate in maximum service (VOMS) for Deviated MB? i.e. At peak service, at any time of the year, what is the most vehicles your agency operates at one time?

NA – DART does not operate a deviated fixed route.

9. Similar to Question 2, but specific to Deviated MB, what goal(s) and objective(s) does the applicant have for this award period?

NA – DART does not operate a deviated fixed route.

d. Commuter Bus (CB)

1. **Is the CB mode Directly Operated (DO) by the applicant or provided by a third-party that is not the applicant and constitutes Purchased Transportation (PT)?**

   NA – DART does not operate a commuter bus.

2. **Provide the entire service area(s) for which the applicant or its provider operates. Detailed maps for CB must be submitted in addition to narrative responses.**

   NA – DART does not operate a commuter bus.

3. **Provide the specific route(s) and schedule(s) for CB that the applicant or its provider operates.**

   NA – DART does not operate a commuter bus.

4. **Does the CB mode act as an intercity route or provide intercity connectivity for passengers?**

   NA – DART does not operate a commuter bus.

5. **How was need determined for CB service?**

   NA – DART does not operate a commuter bus.

6. **Provide the justification for continuation of CB service(s).**

   NA – DART does not operate a commuter bus.

7. **How many transit vehicles does your agency operate in maximum service (VOMS) for CB?**

   NA – DART does not operate a commuter bus.

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8. **Similar to Question 2, but specific to CB, what goal(s) and objective(s) does the applicant have for this award period?**

   NA – DART does not operate a commuter bus.

Q5. Coordination Efforts

a. **Describe your agency coordination efforts with other transit agencies and mobility managers, including the frequency of communication.**

   DART Transportation maintains strong partnerships with the other diverse transit agencies which offer services that travel through and within Douglas County. We have created a transit hub located at the Douglas County Community and Senior Center. This hub serves as a connection point for long distance travelers who need to connect with other transit providers in order to reach their destination. DART continues to partner and work in connecting travelers through multiple service requests so that riders receive clear and direct service to their destination with minimal delays or interruptions. DART Fixed Route service is specifically designed for those needing access to Minden, Gardnerville, and the Gardnerville Ranchos. Transfer points have been built into the route to afford access to Carson City and South Lake Tahoe with the Tahoe Transportation District.

   DART is entered into an inter-local cooperative agreement between the Tahoe Transportation District, Carson City Regional Transportation Commission, and the Regional Transportation Commission of Washoe County. The agreement was entered into for the purpose of defining agency roles, responsibilities, and commitments in conjunction with providing regular, fixed route commuter express public transit service between South Lake Tahoe, Carson City, Minden, and Gardnerville on State Route 207 and Highway 395. The purpose of the agreement is a cooperative operational arrangement that will facilitate express bus services for long distance travelers. The services will be open to the public and will be fully accessible to ADA passengers and passengers with disabilities. The Tahoe Transportation District is the lead agency for the administration of the project and is responsible for service contracting and compliance with all federal and state requirements, including reporting requirements.

   In conjunction with the coordination efforts mentioned above, communication with other transit agencies is conducted on a regular basis.

b. **What information is exchanged during these efforts?**

   The communication with other transit agencies includes both short term immediate needs as well as long term planning efforts. The short term needs including dealing with emergency situations that sometimes have created the need for our Transportation Supervisor to work directly with DART staff as well as other agencies in providing transportation services when other agencies are not able to do so due to vehicle maintenance issues or driver emergencies.

c. **Are schedules developed and routes executed to facilitate connections to neighboring transportation providers?**

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Yes. Our fixed route service features stops at several transit hubs where other transit agencies also stop. These stops allow travelers to connect with other transit agencies in order to reach their destination. These stops include the Douglas County Community and Senior Center and other stops along Highway 395.

d. How are regional trips accommodated?

Regional trips are accommodated on a case by case basis. Typically, they are initiated by an outside transit provider who contacts the DART Supervisor in order to coordinate travel arrangements for a passenger who is travelling to, or through, Douglas County. These trips usually involve passengers who may need additional ADA services and the outside agency wants to ensure that the special needs of the rider can be met.

e. What ongoing coordination exists and what issues are being addressed jointly?

Douglas County Management strives to continue to meet with the Tahoe Transportation District, Carson City Regional Transportation Commission, and the Regional Transportation Commission of Washoe County. The goal is to discuss long term transit solutions and improvements that we can continue to make in order to best serve our residents as well as travelers throughout our county.

Q7. Capital Asset Request Detail

Provide a detailed description of the nature of your request. Identify the following:

a. Is this request for:

1. the purchase, rehabilitation, or repowering of a transit (revenue) vehicle;

Yes, this request is for the purchase of two new transit (revenue) vehicles. The vehicles would be utilized for Demand Response and Fixed Route Services. The request coincides with our Operating request for two additional drivers. These requests would allow us to expand our services into more remote areas of the county and allow those residents better services.

2. the purchase, rehabilitation, or repowering of a service (maintenance or supervisor) vehicle;

No, our request is not for the purchase, rehabilitation, or repowering of a service (maintenance or supervisor) vehicle.

3. the purchase or rehabilitation of an administration, maintenance, or passenger facility;

No, our request is not for the purchase or rehabilitation of an administration, maintenance, or passenger facility.

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4. **the purchase or rehabilitation of administration, maintenance, or passenger facility equipment;**

   No, our request is not for the purchase or rehabilitation of administration, maintenance, or passenger facility equipment.

5. **the purchase or rehabilitation of vehicle-related equipment (equipment on or attached to vehicle);**

   No, none of our capital requests are for the purchase or rehabilitation of vehicle-related equipment (equipment on or attached to the vehicle).

6. **the purchase or rehabilitation of an item not listed above. Describe the item.**

   No, we do not have any additional capital requests that are not listed above.

7. **the purchase of miscellaneous maintenance items as needed for revenue vehicles such as internal replacement parts and repairs.**

   No, our request is not for the purchase of miscellaneous maintenance items as needed for revenue vehicles such as internal replacement parts and repairs.

b. Is the request for a CAA- or ADA-compliant asset?

Yes, we would want both of our new vehicles to be ADA compliant.

c. Does this request replace an asset that is to be retired or disposed*? Yes or No.
If yes, how was it determined that the asset(s) needed to be replaced or disposed? Identify the asset(s) being replaced.

No. None of these requests replace assets that are to be retired or disposed.

e. Does this request rehabilitate or repower an asset? Yes or No.**
If yes, how was it determined that the asset(s) needed rehabilitation or repowering? Identify the asset(s) being rehabilitated or repowered.

No. None of these requests rehabilitate or repower an existing asset.

e. Does this request provide a spare asset to the transit program/project? Yes or No.
If yes, how was it determined that a spare asset was needed for the program/project?

No. This request does not provide a spare asset to the transit program/project.

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f. Is the purpose of this request to expand the current transit program/project or service area? Yes or No. If yes, how was need determined to justify program/project expansion?

Yes. The purpose of this request is to expand the current transit program/project and service area. The need was determined based on feedback from various advisory boards, feedback from the public, and feedback from our existing seniors who participate in activities in outlying areas of the county. We are hoping to grow our program in order to provide a variety of additional services to several outlying areas of our county, including offering more fixed route services to those area. We currently offer Demand Response services to these outlying areas of our County. However, due to a limited fleet we are unable to serve everyone who requests service. The addition of two new vehicles to our fleet would allow DART to increase our service capacity and better serve additional neighborhoods in our county that are currently under-served based on our current level of resources.

Q8. Capital Asset Pricing and Budget

a. How was pricing determined for the request?

Pricing for the vehicles was determined by contacting outside agencies who have recently purchased vehicles that are similar in nature to those that we would be requesting, as well as by conducting internet research.

b. Was a contingency amount calculated and included with the request to account for price deviations? What was the contingency amount used and how was it determined?

No, a contingency amount was not calculated and included with any of our capital requests.

The Capital Budget Form is attached.

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DART

FY 2024 Federal Grant Application

Capital Assistance Addendum



Attachment 2 – Budget Form and Cost Estimates

MULTI-YEAR CAPITAL BUDGET FORM

The Multi-Year Capital Budget Form is a form to be used beginning with the Federal Grant Application.

This Multi-Year Capital Budget Form has been developed to assist applicants in applying for **Capital Asset Grant (CAG) Assistance** and **Capital Project Grant (CPG) Assistance** under the 5310 and 5339 programs. Special consideration is given by the FTA for **Clean Air Act (CAA)** or **Americans with Disabilities Act (ADA)** activities.

One (1) Multi-Year Capital Budget Form and an accompanying Independent Cost Estimate must be submitted for each separate asset type that will be purchased. The separate asset types are listed below.

Please complete one Budget Form and Independent Cost Estimate for EACH of the following:

1. One or more vehicles of the same make/model.
   a. If different models of vehicles are being purchased, then each different model will require its own Budget Form and Independent Cost Estimate. For example, if you are purchasing two vans and one bus, then you will have two Budget Forms and two Independent Cost Estimates, one of each for the vans, and one of each for the bus.
2. One or more of the same type of equipment.
   a. If different kinds of equipment are being purchased, then each type will require its own Budget Form and Independent Cost Estimate.
3. A rehabilitation / repowering of one facility or one vehicle.
4. Purchase or construction of one facility.
5. The total budget for any and all miscellaneous maintenance items yet to be identified.

Please contact the Transit Office with any questions on how to properly apply for the asset(s) you are requesting.

MULTI-YEAR CAPITAL BUDGET FORM – INDEPENDENT COST ESTIMATES

To determine pricing for each request, Applicants must generate an independent cost estimate (ICE). This may be done using any of the methods listed in the ICE template provided within the Multi-Year Capital Budget Form. The ICE template is provided as a guide but Applicants may use their own ICE form, provided it is clearly labeled as such.

Instructions

NEVADA DEPARTMENT OF TRANSPORTATION
FEDERAL GRANT APPLICATION MULTI-YEAR CAPITAL BUDGET FORM

Douglas County Rural Transit Capital Budget Request

Legal name (and DBA, if applicable) of the Applicant: Douglas County Rural Transit

Using the form below, describe the item(s) for which you are requesting capital funding assistance. Include a product description, the quantity, expense amount, and contingency percentage. ***Include the Independent Cost Estimate you completed and attach quotes, if any were obtained.*** *Ensure that you include all fees or rebates with your calculations - e.g title fees, manufacturer rebates, vehicle accessories and options, and document fees.*

Use the dropdown menu to select your purchase request type.
See Federal Grant Application Capital Assistance Addendum for more information.

§5339 CAA/ADA Vehicle Purchase

Expense Type: CAG

Federal Share: 85%

Match Share: 15%

Product Description: Enter a detailed narrative description of the product/item/asset for which you are applying. This product/item/asset must align with the request presented within the Capital Assistance Addendum.

ADA accessible, 19 passenger capacity bus.

Quantity Requested		Price per Item		Contingency Percentage (must match with the request presented within the Capital Assistance Addendum)		Total Budget
2	x	$ 140,000.00	x	0.0%	=	$ 280,000.00
				$ - Contingency Amount per Item		

Federal Share: **$ 238,000.00**

Match Share: **$ 42,000.00**

Source of Match: Douglas County General Fund

Anticipated Purchase Date for: **Enter Purchase #1**
Jan 2024

Anticipated Purchase Date for: **Enter Purchase #2**
Jan 2024

Multi-Year Capital Budget Form

SEE SECOND TAB OF THIS DOCUMENT (INDEPENDENT COST ESTIMATES) FOR FURTHER DETAILS

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DocuSign Envelope ID: 54D4ECAA-EAEC-43AE-A758-D50C8427C4CA

Applicant Name: Douglas County Rural Transit

Independent Cost Estimate

To determine pricing for each request, Applicants must generate an independent cost estimate, or select the items from a published pricing list. If required, this tab is provided to Applicants to conduct the independent cost estimate (ICE) for their request. Applicants may choose to use their own ICE form, provided it is clearly labeled as an ICE.

Date of Estimate: 2/9/2023

Description of Goods / Service: Purchase of vehicle

Method of Obtaining the Estimate

Source → Obtained from the following estimate/quote from (specify below):

Detail → Obtained a quote directly from the vendor.

Cost Estimate Details

Through the method stated above it has been determined that the total cost of the goods / service is expected to be: **$ 280,000**

A: Cost of Standard Items

Product	Cost ($/ea)		Notes/Data Source
	Delivered	No Freight	
Starcraft E450	140000		
Starcraft E450	140000		

B: Cost of Services, Repairs, or Non-Standard Items

Item/Task:							
Materials	Other Direct Costs	Labor (rate, hours)	Labor Class	Allocated Overhead	SG&A	Profit	Total

The preceding cost estimate was prepared by:

M M Bom
Signature

4/27/23
Date

Include all appropriate attachments.

RESOLUTION NUMBER 2024R-114

RESOLUTION AUGMENTING DEPARTMENT
260
2024-2025 FISCAL YEAR BUDGET

WHEREAS, there is a need to revise the budget to reflect revised revenues and expenditures to the County as follows:

Project: DART Capital Grant - Purchase of Two Buses
Project # 25F08

	Revenue		
	260-000 331.500	Grant Revenue - Federal	238,000.00
		TOTAL REVENUES	238,000.00
	Expenditures		
	260-680 562.100	Grants-Capital Outlay	238,000.00
Match	260-680 562.110	Grant Match - Capital Outlay	42,000.00
	260-680 564.999	Grant Match - Capital Outlay Offset	(42,000.00)
		TOTAL EXPENDITURES	238,000.00

NOW, THEREFORE, BE IT RESOLVED THAT the 2024-2025 Fiscal Year budget is herein amended.

Adopted this 3rd day of October, 2024 by the following vote:

VOTE: Ayes Commissioners: _____

_____

_____

_____

_____

Nays Commissioners: _____

_____

Absent Commissioners: _____

_____

_____
Wesley R. Rice, Chairman
Douglas County Board of Commissioners

ATTEST:

_____
Amy Burgans
Douglas County Clerk-Treasurer

AGENDA ITEM NO. E.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: October 3, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion to approve the addition of one Park Ranger position utilizing funds previously allocated to temporary Parks Maintenance Assistants. (Ryan Stanton)

RECOMMENDED MOTION:
Approve the addition of one Park Ranger position as presented.

FINANCIAL IMPACT:
This request is cost neutral and will not have any financial impacts to the Department. For Fiscal Year 2024-25, there is $137,500 budgeted in the "on-call" line item in the "Room Tax Seasonal" Department of the Room Tax Fund (234-807 510.135). This position will be paid using that budget, as the existing three seasonal employees are already budgeted for in Salaries and Wages.

BACKGROUND:

The Douglas County Parks Division currently consists of a Supervisor who oversees 14 employees. These positions include two (2) Park Ranger Seniors, six (6) Park Rangers, two (2) Parks Maintenance Specialist, seven (7) Parks Maintenance Assistants Seasonal. These positions are responsible for 760 park acres, 11 playgrounds, 16 baseball fields, 16 tennis courts, 14 pickleball courts, multiple non-park facilities, multiple medians, a fairgrounds facility with an arena, a model airplane complex, a shooting range, two-disc golf courses, a state-of-the-art skatepark, a historic ranch house, multiple trailheads, and a campground.

Upon review and analysis of the duties currently being performed by this department, the Community Services Department is requesting consideration and approval of adding one (1) full-time Park Ranger position utilizing funds previously allocated to temporary Parks Maintenance Assistants. The following analysis will provide justification and a recommendation to create a new classification for one full-time Park Ranger.

The Parks Department is looking to recruit and retain employees with increased skill level and responsibility. The request for the Park Ranger versus a Parks Maintenance Specialist, which is the next classification up from the Parks Maintenance Assistant, will meet the Parks Department's need to perform skilled labor in the maintenance, construction, repair and upkeep of County parks. There is a year-round need to perform these duties with the increase in use due to special events and growing youth sports programs.

The Parks Maintenance Specialist is a semi-skilled position, unable to take on the higher-level projects and work independently. Additionally, the Park Ranger position acts as a direct liaison with event promoters and youth sport organizations. Without the ability to hire seasonal staff and the number of projects completed each year, the Department struggles to keep up with maintenance. The growth in responsibilities will continue to increase with the number of projects identified in the Douglas County Strategic Plan related to outdoor recreation and trails.

Douglas County Community Services takes pride in highly maintained park facilities as well as non-park facilities throughout Douglas County and also provides snow removal services to a majority of the County facilities. The request to add another full-time Park Ranger employee within the Parks Department will assist with the Department's effort to provide high quality services to the citizens of Douglas County. The Parks Department strives to hire the most qualified employees that possesses the skills and knowledge to best serve the community.

ATTACHMENTS:

AGENDA ITEM NO. F.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: October 3, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion to adopt **Resolution 2024R-101**, which augments the Fiscal Year 2024-25 budget in the Senior Services Fund to account for the Aging and Disability Services (ADSD) Homemaker Grant Award. (Geoff Bonar)

RECOMMENDED MOTION:
Adopt Resolution 2024R-101, which augments the Fiscal Year 2024-25 budget in the Senior Services Fund to account for the ADSD Homemaker Grant Award.

FINANCIAL IMPACT:
Resolution 2024R-101 will augment the budget in the Senior Services Fund, increasing budgeted revenues and expenses by $70,000, which is the amount of the grant award. The County's match requirement is $10,500, and has already been budgeted for in Salaries and Wages.

BACKGROUND:
The Board of County Commissioners formally accepted this grant award on September 4, 2024. At that time, the resolution that was brought forward for adopted contained an error. The original, incorrect resolution increased budgeted revenues in the "Grant Revenue - *State*" account (260-000 331.510). This corrected version increases the budgeted revenues in the "Grant Revenue - *Federal*" account (260-000 331.500). The grant is a federal grant award, administered through the State to Douglas County, therefore the revenue should be budgeted in the federal account. This item is to ensure transparency and to correct a prior error.

ATTACHMENTS:
Resolution 2024R-101 revised.pdf
04-000-02-L9W-25 NOSA.pdf

RESOLUTION NUMBER 2024R-101

RESOLUTION AUGMENTING DEPARTMENT
260
2024-2025 FISCAL YEAR BUDGET

WHEREAS, there is a need to revise the budget to reflect revised revenues and expenditures to the County as follows:

Project: ADSD Homemaker Grant - FY25
Project # 25F11

Revenue		
260-000 331.500	Grant Revenue - Federal	70,000.00
	TOTAL REVENUES	70,000.00
Expenditures		
Various	Salaries & Benefits	56,254.57
260-680 511.150	Grant Match - Salary	10,500.00
260-680 511.999	Grant Match - Salary Offset	(10,500.00)
260-680 540.010	Grants-Services & Supplies	13,745.43
	TOTAL EXPENDITURES	70,000.00

NOW, THEREFORE, BE IT RESOLVED THAT the 2024-2025 Fiscal Year budget is herein amended.

Adopted this 3rd day of October, 2024 by the following vote:

VOTE: Ayes Commissioners: _____

_____

_____

_____

_____

Nays Commissioners: _____

_____

Absent Commissioners: _____

_____

_____
Wesley Rice, Chairman
Douglas County Board of Commissioners

ATTEST:

_____
Amy Burgans
Douglas County Clerk-Treasurer

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

Agency Ref. #: **04-000-02-L9W-25**
Budget Account: 3140 / 3278
Category: 14 / 27
GL: 8580
Job Number: N/A / TBD

NOTICE OF SUBAWARD

Program Name: ADSD Office of Community Living (OCL) Grants Management Contact Name: Shawna Eggleston, Shawna@adsd.nv.gov	**Subrecipient's Name:** Douglas County Contact Name: Jenifer Davidson, County Manager / JRDavidson@douglasnv.us
Address: 3208 Goni Road, #I-181 Carson City, NV 89706	**Address:** PO Box 3000 Minden, NV 89423
Subaward Period: 07/01/2024 - 06/30/2025 **Subaward Type**: Categorical	**Subrecipient's:** **EIN:** 88-6000031 **Vendor #:** T40174400 **UEI:** KE5GF37F6F95

Purpose of Award: Fiscal Year 2025 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: Douglas

Approved Budget Categories:	
1. Personnel	**$56,254.57**
2. Travel	**$0.00**
3. Operating	**$8,400.00**
4. Equipment	**$0.00**
5. Contractual/Consultant	**$0.00**
6. Other	**$0.00**
TOTAL DIRECT COSTS	**$64,654.57**
7. Indirect Costs	**$5,345.43**
TOTAL APPROVED BUDGET	**$70,000.00**

AWARD COMPUTATION:

Total Obligated by this Action:	$	70,000.00
Cumulative Prior Awards this Budget Period:	$	0.00
Total Federal Funds Awarded to Date:	$	9,524.47
Total State Funds Awarded to Date:	$	60,475.53
Total Funds Awarded:	$	**70,000.00**
Match Required ☒ Y ☐ N		
Amount Required this Action:	$	10,500.00
Amount Required Prior Awards:	$	0.00
Total Match Amount Required:	$	**10,500.00**

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

Federal Budget Period:
7/1/2024 - 6/30/2025

Federal Project Period:
7/1/2024 - 6/30/2025

FOR AGENCY USE, ONLY

Source of Funds:	**% Funds:**	**CFDA:**	**FAIN:**	**Federal Grant #:**	**Federal Grant Award Date by Federal Agency:**
Independent Living Grant (ILG), 3140.14 (3140.14 / N/A, $60,475.53)	86%	N/A	N/A	N/A	N/A
Nevada Department of Health and Human Services (DHHS): Social Services Block Grant (SSBG); Title XX, 3278.27 (MOU# TBD) (3278.27 / TBD, $9,524.47)	14%	93.667	TBD	TBD	TBD

Agency Approved Indirect Rate: N/A

Subrecipient Approved Indirect Rate: 10% de minimis (8% on ILG)

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 (GIRS), 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 E:	Audit Information Request;
Section B:	Description of Services, Scope of Work and Deliverables;	Section F:	Current/Former State Employee Disclaimer;
Section C:	Budget and Financial Reporting Requirements;	Section G:	DHHS Confidentiality Addendum; and
Section D:	Request for Reimbursement;	Section H:	Matching Funds Agreement

Authorized Subrecipient Official's Name, Title:	Signature	Date
Jenifer Davidson, County Manager -OR- Authorized Signer (Print Name and Title): _____		
Jeffrey S. Duncan, Agency Manager For Dena Schmidt, ADSD Administrator		07/26/2024

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

SECTION A

GRANT CONDITIONS AND ASSURANCES

General Conditions

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

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

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

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

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

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

Grant Assurances

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Should the collection of information require the use of an information technology system (2 CFR 200.58), the grant recipient and subrecipient(s) will be expected to adhere to the NIST Cybersecurity Framework to help ensure the security of any system used or developed by the grant recipient or subrecipient(s). In particular, if the data to be collected includes Personally Identifiable Information (PII, 2CFR 200.79) or Protected PII (2 CFR 200.82), the grant recipient and subrecipient(s) must apply the appropriate security controls required to protect the privacy and security of the collected PII and/or Protected PII.

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

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

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

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

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

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

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

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

SECTION B

Description of Services, Scope of Work and Deliverables

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

Scope of Work for Douglas 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/	
Case management system reporting and/or service-specific report(s)	10th calendar day following the month of service	
Request for Reimbursement	15th calendar day following the month or quarter of service	
Request for Reimbursement – Advance (if approved)	15th calendar day before the month of service	
Quarterly Report	15th 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	
NV DHHS Grant Instructions and Requirements (GIRS) - and - ADSD Requirements and Procedures for Grant Programs (RPGPs)	Ongoing throughout subaward period – General guidelines for management of the subaward GIRS: https://dhhs.nv.gov/uploadedFiles/dhhsnvgov/content/Programs/Grants/GrantInstructionsandRequirementsRevisedOctober2020.pdf RPGPs: https://adsd.nv.gov/uploadedFiles/agingnvgov/content/Programs/Grant/FiscalRequirements.pdf	
Quality Improvement and Efficiency	Ongoing throughout subaward period	
Provision of service as described in the approved subaward application	Ongoing throughout subaward period	

ADSD Work Plan

Goal 1 (Outreach): *Increase Public Awareness*

Objective(s)	Activities/Strategies	Timeline	Evaluation Tool
1.1 Create Program Awareness	• Develop/update materials directly targeted to seniors. • Network and collaborate with partners serving seniors.	Ongoing	Copies of outreach materials and networking activities.
1.2 Community Outreach	• Attend events and activities targeted to seniors. • Outreach to community service organizations to distribute information and resources	Ongoing	Calendar of events, meetings and activities attended.

Projected Output	Expected Outcomes
Number of Events: 12 Annually	Increased program awareness
Number of People Reached: 100+	Increased program participation
	Connection with family and friends of community seniors.

Goal 2 (Service Delivery): Eliminate Waiting List and increase enrollment

Objective(s)	Activities/Strategies	Timeline	Evaluation Tool
1.1 Fill all vacant Homemaker positions	Recruit, interview, and onboard new Homemakers.	July – September 2024	Recruitment information, applications, onboarding documentation, training tools
1.2 Enroll waiting list participants	Contact and reassess individuals currently on the waiting list to set up service.	July – October 2024	Enrollment documentation, file set-up, and Wellsky data entry.
1.3 Enroll new participants	Assess and set up services for new seniors.	October – June 2024	Enrollment documentation, file set-up, and Wellsky data entry

Projected Output	Expected Outcomes
Number of Unduplicated Clients: 45	Full staffing to fulfill program needs.
Number of Units:	Waiting list elimination
% Underserved Populations: 50%	New participants to the program.

Goal 3 (Other): Customer Satisfaction

Objective(s)	Activities/Strategies	Timeline	Evaluation Tool
1.1 Create new participant surveys	• Determine information to be evaluated • Identify collection method/tool • Create materials (online/paper copies)	July – August 2024	Survey tool
1.2 Collect satisfaction surveys	• Distribute surveys and explanation of objective. • Provide assistance in collection of surveys • Evaluate survey information	Sept 2024 – June 2025	• Returned survey forms • Evaluation of information collected • Review, discussion, and implementation of changes/updates.
1.3 Collect Impact Statements/Success Testimonies	• Interview Homemakers to determine participant successes • Interview participants to gather impacts statements. • Identify challengers/opportunities for program improvements.	Ongoing	Collection of impact statements and success stories collected from participants.

Projected Output	Expected Outcomes
Number of Events:	Data to evaluate participant views of the Homemaker program.
Number of People Reached: All program participants for surveys and 10-15 impact/successes.	Implementation of program updates and changes as needed based on surveys and customer satisfaction.
	Stories and impact statements to share with program staff, county leadership and funders.

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

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

SECTION C

Budget and Financial Reporting Requirements

Identify the source of funding on all printed documents purchased or produced within the scope of this subaward, using a statement similar to: "This publication (journal, article, etc.) was supported by the Nevada State Department of Health and Human Services through Grant Number 04-000-02-L9W-25 from the Aging and Disability Services Division (ADSD). Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department nor ADSD.

Any activities performed under this subaward shall acknowledge the funding was provided through the Department by Grant Number 04-000-02-L9W-25 from Aging and Disability Services Division (ADSD).

Subrecipient agrees to adhere to the following budget:

Applicant Name:	Douglas County Senior Services	**Type of Service:**	In-Home Services - Homemaker
		Type of Subaward (Fixed-Fee or Categorical), if known:	Categorical

ADSD Subaward Application
PROPOSED BUDGET NARRATIVE

Personnel Costs					Fringe Only: $14,161.26	**Total: $56,254.57**
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. Vacant, Homemaker, 680.2160.01 **B.** *Direct Salary: $18.89/hr. Benefits include retirement, workers comp, unemployment and Medicare. Duties include providing personal and household assistance to seniors and individuals with disabilities. This assistance includes in-hoome care such as cleaning and organizing, as well as transportation services such as shopping, errands and medical appointments.*		$30,425.00	29.68%	25.500%	12.00	$10,061.06
A. Kim Cunningham, Homemaker, 680.2160.02 **B.** *Direct Salary: $23.98/hr. Benefits include retirement, workers comp, unemployment and Medicare. Duties include providing personal and household assistance to seniors and individuals with disabilities. This assistance includes in-hoome care such as cleaning and organizing, as well as transportation services such as shopping, errands and medical appointments.*		$38,626.00	29.47%	25.500%	12.00	$12,752.32
A. Vacant, Homemaker, 680.2160.03 **B.** *Direct Salary: $18.89/hr. Benefits include retirement, health insurance, workers comp, unemployment and Medicare. Duties include providing personal and household assistance to seniors and individuals with disabilities. This assistance includes in-hoome care such as cleaning and organizing, as well as transportation services such as shopping, errands and medical appointments.*		$41,967.00	41.31%	25.350%	12.00	$15,033.35
A. Kathleen Colley, On-Call Homemaker, 680.2160.04 **B.** *Direct Salary: $21.72/hr. Benefits include Workers comp, unemployment and Medicare. Duties include providing personal and household assistance to seniors and individuals with disabilities. This assistance includes in-hoome care such as cleaning and organizing, as well as transportation services such as shopping, errands and medical appointments.*		$9,823.00	7.99%	25.500%	12.00	$2,705.00
A. Ve Buma-At, Homemaker, 680.2160.05 **B.** *Direct Salary: $20.02/hr. Benefits include retirement, health insurance, workers comp, unemployment and Medicare. Duties include providing personal and household assistance to seniors and individuals with disabilities. This assistance includes in-hoome care such as cleaning and organizing, as well as transportation services such as shopping, errands and medical appointments.*		$44,478.00	38.45%	25.500%	12.00	$15,702.85

Operating	Total:	$8,400.00
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:**
Vehicle Maintenance Expenses - estimated $300 per month x 12 months		$3,600.00
Fuel Expenses - estimated $200 per month x 12 months		$2,400.00
Cell Phone Expenses - estimated $100 per month x 12 months		$1,200.00
Office Supplies - estimated $100 per month x 12 months		$1,200.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00

Justification: .

The operating expenses listed are to provide full-time homemaker service and an estimate of county funds and grant funded expenses.

TOTAL DIRECT PROJECT COSTS	$64,654.57

Administrative Expenses or Federal Indirect Cost Rate (FICR)	Total:	$5,345.43

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. Indirect/administrative expenses do not apply to fixed-fee subawards or portions of subawards. Indirect expenses must be applied using the agency's Federal Indirect Cost Rate (FICR) or Modified Total Direct Costs (MTDC) which excludes capital expenditures and items such as pass-through funds, major subcontract(s) etc. over the first $25,000 in that category, as applicable. Reference the Grant Instructions and Requirements GIR-20-12.

Choose ONE type of rate according to funding source and provide calculation or explanations:	**RATE:**
1. Independent Living Grant (ILG)/FHN State Funds: **8%**	
2. Federal/Other State Funding: **10%** de minimis (Modified Total Direct Costs - MTDC)	10.00%
3. 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	$70,000.00

ADSD Subaward Application
PROPOSED BUDGET SUMMARY

Enter Info in Orange Cells

A. FUNDING SOURCES	*ADSD Funds*	MATCH	Douglas County budgeted salary expenses	[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	Pending	Pending					
ENTER TOTAL FUNDING	$70,000.00	$10,500.00	$110,477.72	$0.00	$0.00	$0.00	$0.00	$190,977.72
EXPENSE CATEGORY								
Personnel	$56,254.57	$10,500.00	$110,477.72					$177,232.29
Travel	$0.00							$0.00
Operating	$8,400.00							$8,400.00
Equipment	$0.00							$0.00
Contractual/Consultant	$0.00							$0.00
Other Expenses	$0.00							$0.00
Indirect	$5,345.43							$5,345.43
TOTAL EXPENSE	**$70,000.00**	**$10,500.00**	**$110,477.72**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$190,977.72**
These boxes should equal zero	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

Total Indirect Cost	$5,345.43	Total Program Budget	$190,977.72
Indirect % of Budget	10.00%	ADSD Percent of Program Budget	37%

B. Comments regarding budget summary, if applicable.

Our grant request is comprised primarily of the salaries and benefits of our Homemaker employees. These employees sole function is to provide Homemaker services to the residents of our County who need it.

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

The match will be provided by Douglas County, pending the approval of our budget for the 2024-2025 Fiscal Year.

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.

Our program has a suggested donation of $4 per hour.

- 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 $70,000.00.
- Requests for Reimbursement will be accompanied by supporting documentation, including a line-item description of expenses incurred.
- Additional expenditure detail will be provided upon request from the Department.

Additionally, the Subrecipient agrees to provide:

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

The Department agrees:

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

Both parties agree:

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

Financial Reporting Requirements

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

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

SECTION D
Request for Reimbursement (RFR)

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

Agency Ref #
Budget Account:
GL:
Draw #:
CFDA #

Financial Status Report and Request for Reimbursement

Program Name:	**Subrecipient Name:**
ADSD PAC Unit, Grants Management	
Program Address:	**Subrecipient Address:**
3208 Goni Road, #I-181, Carson City, NV 89706	
Subaward Period:	**Subrecipient's:**
{Enter Subaward Period}	**EIN:**
{Enter Service}	**Vendor #:**
{Enter type of subaward - Categorical or Fixed-Fee}	

FINANCIAL REPORT AND REQUEST FOR REIMBURSEMENT

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

Month(s):
Calendar Year:

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

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

Additional Financial Reporting - All Award Types

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

Additional Financial Reporting - Fixed-Fee Awards Only

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

☐ N/A **Advance Payment Reconciliation**

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

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

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

OFFICE USE ONLY - DHHS - ADSD OFFICE USE ONLY

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

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

Payment Breakdown:

BA.CAT / JOB#	Amount
	$
	$
N/A	$
N/A	$
N/A	$
N/A	$
N/A	$
TOTAL	**$ -**

For Reference Only

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

SECTION E

Audit Information Request

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

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

SECTION F

Notification of Utilization of Current or Former State Employee

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

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

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

NO ☐

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

Name	Services

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

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

SECTION G

Confidentiality Addendum

BETWEEN

Nevada Department of Health and Human Services

Hereinafter referred to as "Department"

and

Douglas County

Hereinafter referred to as "Subrecipient"

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

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

NOW, THEREFORE, Department and Subrecipient agree as follows:

I. DEFINITIONS

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

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

II. TERM

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

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

IV. PERMITTED USES AND DISCLOSURES OF INFORMATION BY SUBRECIPIENT

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

V. USE OR DISCLOSURE OF INFORMATION

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

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

VI. OBLIGATIONS OF SUBRECIPIENT

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

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

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

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

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

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

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 Douglas County (referred to as "Subrecipient").

Program Name	ADSD OCL Grants Management	**Subrecipient Name**	Douglas County
Federal Grant Number	TBD	**Subaward Number**	04-000-02-L9W-25
Federal Amount	$9,524.47	**Contact Name**	Jenifer Davidson, County Manager
State Amount	$60,475.53	**Address**	PO Box 3000 Minden, NV 89423
Non-Federal (Match) Amount	$10,500.00		
Total Award	$70,000.00		
Performance Period	07/01/2024 - 06/30/2025		

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	**$70,000.00**
Required Match Percentage	**15%**
Total Required Match	**$10,500.00**

Approved Budget Category		Budgeted Match
1	Personnel	$10,500.00
2	Travel	$0.00
3	Operating	$0.00
4	Contract/Consultant	$0.00
5	Other	$0.00
6	Indirect Costs	$0.00
	Total	**$10,500.00**

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

AGENDA ITEM NO. G.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: October 3, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion on the purchase of repeaters for the Douglas County's Public Safety Radio Upgrade Project from Sierra Electronics for $283,859.10 and authorize the County Manager to execute any required documents. (Brent Finster)

RECOMMENDED MOTION:
Approve the purchase of repeaters for the Douglas County's Public Safety Radio Upgrade Project from Sierra Electronics for $283,859.10 as presented and authorize the County Manager to execute any required documents.

FINANCIAL IMPACT:
$283,859.10 from Project 22Z29.22. This purchase is exempt from the bid process per NRS 332.115(s) related to the design of, and equipment and services associated with, systems of communication

BACKGROUND:
This purchase is needed as part of Douglas County's Public Safety Radio Upgrade Project. The project is broken into three phases. This purchase is part of Phase 1, which is the procurement and installation of new infrastructure equipment.

ATTACHMENTS:
Sierra Electronics-Daniels Codan Repeaters-Final-090324B.pdf

690 E. Glendale Ave, Suite 9B, Sparks, NV 89431
(775) 359-1121 (800) 874-7515

Daniels/Zetron
SALES QUOTE

TO: Douglas County 911 Emergency Services
Brent Finster
Minden, NV 89423
775-782-5126

Date: **9/03/2024**
Sales Rep: Dan Pena
Terms: Net 30
Expires: 9/24/2024

REF# DQM11613

ITEM	DESCRIPTION	QTY	UNIT PRICE	AMOUNT
	VHF-UHF CROSSBAND REPEATER			
VT-4E150-00-800	TRANSMITTR MT-4E,VHF136-174MHz	5	$2,216.70	$11,083.50
VR-4Z150-00-000	RX,MT-4Z,VHF,136-174MHz	5	$2,480.40	$12,402.00
UT-4E450-00-800	TRANSMITTR,MT-4E,UHF406-470MHz	5	$2,224.80	$11,124.00
UR-4E460-A0-000	RX,MT-4E,UHF450-470MHz,CLASS A	5	$3,047.40	$15,237.00
MT5-SR-00-01	MT5, SUBRACK W/ AUX PANEL	5	$1,800.00	$9,000.00
MT5-MOD-UTILITY-01	MT5, UTILITY MODULE	5	$855.00	$4,275.00
MT5-MOD-ANTRLY-01	MT5, ANTENNA RELAY	5	$720.00	$3,600.00
CI-RC-4M-G2	CONTROLLER, P25 REPEATER	5	$4,767.30	$23,836.50
AMP-155-050-D1R	AMP/136-174 MHz,5-10W/50W,RACK	5	$2,034.00	$10,170.00
AMP-4-470-30-00	AMPLIFIER/MT-4, 450-520MHz,30W	5	$1,637.10	$8,185.50
PSA-12-50-R6-31	POWER SUPPLY/DIG/1RU,12VDC/50A	5	$1,182.60	$5,913.00
CBL223	CABLE/RF, RG223U (5 needed for each repeater)	5	$495.00	$2,475.00
IMXX-USB	INSTRUCTION MANUALS ON USB	5	$0.00	$0.00
CI-DSP-223	INTERFACE,TONE REMOTE,RACK MNT	5	$1,206.90	$6,034.50
CBLC40-04225092	CABLE, DB25 MALE-DB25 MALE,3FT	5	$36.00	$180.00
	VHF-UHF CROSSBAND REPEATER TOTAL		$24,703.20	**$123,516.00**
	VHF 50 WATT P25 REPEATER			
VT-4E150-00-800	TRANSMITTR MT-4E,VHF136-174MHz	6	$2,216.70	$13,300.20
VR-4Z150-00-000	RX,MT-4Z,VHF,136-174MHz	6	$2,480.40	$14,882.40
APP-FIRM01-W-XX	FIRMWARE/MT4E RX/DIGITAL UPGRD	6	$2,466.00	$14,796.00
APP-FIRM02-W-XX	FIRMWARE/MT4E TX/DIGITAL UPGRD	6	$3,199.50	$19,197.00
AMP-155-050-D1R	AMP/136-174 MHz,5-10W/50W,RACK	6	$2,034.00	$12,204.00
MT5-SR-00-01	MT5, SUBRACK W/ AUX PANEL	6	$1,800.00	$10,800.00
MT5-MOD-UTILITY-01	MT5, UTILITY MODULE	6	$855.00	$5,130.00
CBLC46-12506025	Cable, RJ-45 to RJ45 25cm	6	$48.60	$291.60
CBL223	CABLE/RF, RG223U	6	$99.00	$594.00
IMXX-USB	INSTRUCTION MANUALS ON USB	6	$0.00	$0.00
	VHF 50 WATT P25 REPEATER TOTAL		$15,199.20	**$91,195.20**

	VHF RX AND UHF TX-30 WATTS ON UHF			
VR-4Z150-00-000	RX,MT-4Z,VHF,136-174MHz	1	$2,480.40	$2,480.40
UT-4E450-00-800	TRANSMITTR,MT-4E,UHF406-470MHz	1	$2,224.80	$2,224.80
MT5-SR-00-01	MT5, SUBRACK W/ AUX PANEL	1	$1,800.00	$1,800.00
MT5-MOD-UTILITY-01	MT5, UTILITY MODULE	1	$855.00	$855.00
MT5-MOD-ANTRLY-01	MT5, ANTENNA RELAY	1	$720.00	$720.00
CI-RC-4M-G2	CONTROLLER, P25 REPEATER	1	$4,767.30	$4,767.30
AMP-155-050-D1R	AMP/136-174 MHz,5-10W/50W,RACK	1	$2,034.00	$2,034.00
AMP-4-470-30-00	AMPLIFIER/MT-4, 450-520MHz,30W	1	$1,637.10	$1,637.10
PSA-12-50-R6-31	POWER SUPPLY/DIG/1RU,12VDC/50A	1	$1,182.60	$1,182.60
CBL223	CABLE/RF, RG223U (5 per repeater)	1	$495.00	$495.00
IMXX-USB	INSTRUCTION MANUALS ON USB	1	$0.00	$0.00
CI-DSP-223	INTERFACE,TONE REMOTE,RACK MNT	1	$1,206.90	$1,206.90
CBLC40-04225092	CABLE, DB25 MALE-DB25 MALE,3FT	1	$36.00	$36.00
	VHF RX AND UHF TX-30 WATTS ON UHF TOTAL		$19,439.10	**$19,439.10**
	VHF 30 WATT ET-3 TRANSPORTABLE REPEATER			
VT-4E150-00-800	TRANSMITTR MT-4E,VHF136-174MHz	2	$2,216.70	$4,433.40
VR-4Z150-00-000	RX,MT-4Z,VHF,136-174MHz	2	$2,480.40	$4,960.80
APP-FIRM01-W-XX	FIRMWARE/MT4E RX/DIGITAL UPGRD	2	$2,466.00	$4,932.00
APP-FIRM02-W-XX	FIRMWARE/MT4E TX/DIGITAL UPGRD	2	$3,199.50	$6,399.00
MT5-SR-00-01	MT5, SUBRACK W/ AUX PANEL	2	$1,800.00	$3,600.00
MT5-MOD-UTILITY-01	MT5, UTILITY MODULE	2	$855.00	$1,710.00
CBLC46-12506025	Cable, RJ-45 to RJ45 25cm	2	$48.60	$97.20
CBL223	CABLE/RF, RG223U (need 4 for each repeater)	2	$396.00	$792.00
ET-3-03-00	CASE/TRANSPORT,5U,ORANGE,AC/DC	2	$6,678.00	$13,356.00
AMP-4-150-30-00	AMPLIFIER/MT-4, 136-174MHz,30W	2	$1,440.90	$2,881.80
DUP-144-174JHPN	DUPLEXER, 144-174M,110W,2 MHZ	2	$3,120.30	$6,240.60
A-PNL-DUP-02	Tray Panel,For Mobile Duplexer	2	$54.00	$108.00
CBL223	CABLE/RF, RG223U	2	$99.00	$198.00
	VHF 30 WATT ET-3 TRANSPORTABLE REPEATER TOTAL		$24,854.40	**$49,708.80**
	SALES TAX			$ 0.00
	GRAND TOTAL			**$283,859.10**

For questions regarding this quote please contact:

Dan Peña
Office – 775-359-1121
Cell -775-846-6904
Toll Free – 800-874-7515
danp@sierraelectronics.com
Sierra Electronics
690 East Glendale Ste.9B
Sparks, NV 89431

MOTOROLA SOLUTIONS
Radio Solutions Channel Partner

AGENDA ITEM NO. H.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: October 3, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion to approve revisions to Douglas County Policy 100.08 -- Community Grants. (Kathy Lewis)

RECOMMENDED MOTION:
Approve revisions to Douglas County Policy 100.08 -- Community Grants as presented.

FINANCIAL IMPACT:
None

BACKGROUND:
The Community Grant policy was last revised in September 2021. The Policy was reviewed with the goal to broaden the Policy to include other non-federal funding sources that would best used through grants to the Community, such as the One Nevada Funds. The policy will provide a framework for developing a Community Grant program. Instead of the program details in the policy, the details of a proposed Community Grant-funded program will be in the request by the Board to approve the specific program.

ATTACHMENTS:
100.08 Community Grant Program - October 2024 Update.pdf
100.08 Community Grant Program FINAL 09-16-2021.pdf

SUBJECT: COMMUNITY GRANTS PROGRAM

1.0 PURPOSE:

In accordance with Nevada Revised Statute (NRS) 244.1505, the Board of County Commissioners may award grant funding to non-profit community organizations created for religious, charitable, treatment or educational purposes to be expended for the public benefit of Douglas County residents. This policy is to establish a process for determining funding available for the Community Grants Program

2.0 DEFINITIONS:

2.1 *Community Grant Program* is the process by which the Douglas County Commission awards non-federal grant funding to qualified Applicants per NRS 244.1505

2.2 *Applicant* is any entity that is qualified to receive a grant from Douglas County under Nevada law and County requirements, provides a beneficial public service to Douglas County residents, and completes and submits an application according to this policy and any other applicable guidelines issued by Douglas County.

2.3 The *application* is a document approved by the Board of County Commissioners by which Applicants apply for Community Grant funding.

2.4 *Evaluation Committee* – Committee of identified County Employees that will receive and review applications in preparation of Board review and awarding of grant funds.

2.5 *Notice of Award* : A legally binding document notifying the recipient that an award has been made. The Notice of Award contains or references all terms and conditions of the award and documents the obligation of funds. The Notice of Award may include both standard and special conditions that are considered necessary to attain the grant's objectives. The Notice of Award is the official notification of award and approval. The award acts as the contract obligating grant funds to the Applicant.

2.6 *Close Out*: A procedure to officially conclude a grant. The project contact must ensure that necessary administrative and financial reports have been submitted and documented in compliance with the grant close-out terms and conditions.

3.0 ESTABLISHMENT:

3.1 The Board of County Commissions may identify funding and or program objectives throughout the fiscal year that would be appropriate to fund through a Community Grants Program.

3.2 Staff will present a Community Grant Program to the Board of County Commissioners for consideration and approval, using the Community Grant Proposal form provided by the Finance Department.

4.0 APPLICATION PROCESS:

4.1 Once the Community Grant Program has been approved, the County will post a Notice of Funding Availability for the Community Grant Program on the County website, social media, and a press release.

4.2 All applications submitted on time and according to posted guidelines will be received, date stamped, and recorded as outlined on the application.

4.3 The Evaluation Committee will review each application after they have been received. If an applicant or application does not satisfy the requirements of Nevada law and/or County policy, the applicant and/or application may be rejected. The Evaluation Committee will assess the application and provide recommendations to the Board of County Commissioner for consideration.

5.0 AWARD, DISTRIBUTION AND PROGRAM COMMENCEMENT:

5.1 The Evaluation Committee assessment with recommendations will be presented to the Board of County Commissioners at a regular meeting for consideration and approval.

5.2 The Board of County Commissioners, by resolution, will approve the distribution in the Community Grant Program to selected applicants.

5.3 After the approval of the Board Resolution, the Community Grant Manager will prepare the Notice of Awards.

5.4 The Notice of Award packet will be mailed/emailed to each agency. The Notice of Award package needs to be read, all assurances and agreements signed, and returned to the County by the due date indicated in the award.

5.5 The Community Grant Manager will finalize the returned Notice of Award and provide the applicant with a signed copy. The grant program may begin on the stated commencement date found on the Notice of Award .

5.6 If using Community Grant funds to sponsor an event, Douglas County must be identified as a sponsor by the Applicant. Authorization to use the Douglas County logo can be obtained through the County Manger's office.

6.0 FUNDING

6.1 REIMBURSEMENT:

To receive reimbursement; the Applicant must submit a completed request for funds, including all supporting documentation. All supporting documents must match the request for funds. All financial claims must be timely submitted and received by the County within a reasonable time after the purchase was made or applicable pay period. Financial claims will be rejected for incomplete backup documents, accuracy, and lapse in reporting the expense.

The County will make a reimbursement for eligible and allowable expenditures. This means, funds only expended only for activities and purposes stated in the approved budget and within the approved grant period. Grant funds must be obligated before the end date of the grant period. Obligated funds equal funds committed for ordered goods or services not yet received.

6.2 MATCH:

Grant matching funds may be required from the Applicant. If the Applicant's would like to declare a match, then the match must be declared in the application. The grant may be awarded with a required match. The grantee has the option to reject the award because a match is being required as stipulation to receive community grant funding.

6.3 ADVANCED PAYMENT:

Advanced payment is only an option when a funding deposit is required to proceed with the Applicant's project. Documentation must be included with the application outlining the reason advanced payment is required. This option must be approved by Finance prior to application being accepted for consideration.

7.0 FISCAL MONITORING:

7.1 County staff will review all accounting records and reports supporting the amounts claimed for reimbursement or payment. County staff may test transactions for expenditure categories related to the project. This monitoring is done to ensure: the recipient maintains proper records, expenses claimed are approved properly, and expenditures follow the program requirements.

7.2 County staff reserves the right to examine any related grant records during the program or project's performance period and within a three-year period following the conclusion of the program or project.

8.0 WITHHOLDING OF FUNDS

8.1 Grant money will be withheld and/or disallowed when the program or project fails to comply with any term or condition of this policy or any other County policy. This includes, but is not limited to:

- Failure to attain goals and/objectives;
- Failure to adhere to guideline requirements, policies or special conditions; Improper use of funds;
- Failure to submit required reports in a timely manner, including, but not limited to monthly or quarterly requests for reimbursement forms, quarterly progress reports, or final evaluations;
- Failure to resolve audit exceptions on past or current grants in a timely manner;
- Inadequate maintenance of accounting records;
- Failure to cooperate with staff or representatives in reviewing program and/or fiscal records;
- Failure to reconcile financial records, and closeout at the end of the project period;
- Once a grant has been closed no further claims will be accepted.

8.2 Notwithstanding the above, upon a material breach of this Agreement, the County shall have the right to terminate this Agreement, for cause, upon fifteen (15) days' written notice and the Applicant's opportunity to cure the breach , provided, however, that where it is not commercially reasonable to fully effect a cure within the fifteen (15) day period set forth above, the Applicant in breach shall not be deemed to be in default of the Agreement and subject to termination for cause where it commences implementation of the cure within such fifteen (15) day period and thereafter proceeds diligently to cure the breach.

9.0 TERMINATION OR SUSPENSION

9.1 The County may reduce or terminate grant funds for reasons that may include, but are not limited to:

- The project failing to comply with terms or conditions of the grant award; or
- During the term of the grant period, the funds appropriated for the award are reduced or eliminated by the Douglas County Board of Commissioners.

9.2 The Community Grants Program Manager will notify the Applicant in writing prior to the reduction or termination of grant funds with a timeline and opportunity to cure noncompliance. To the extent funds are available for

payment of costs, such termination or reduction does not apply to allowable costs incurred by the Applicant prior to the notice.

9.3 The Community Grants Program Manager will review programs and projects previously funded for past compliance. Compliance includes financial management, progress reports, monitoring results, on-site review reports, and any other relevant documentation or information.

9.4 Lack of compliance with any one requirement above, term and/or condition endangers future awards.

10 PRE-AWARD AUTHORITY

There is no Pre-award authority as part of Community Grants. Only purchases made after awards have been given will be considered an allowable cost permitted for reimbursement.

11 ADJUSTMENT TO AWARDS

11.1 Any request to change a proposed grant project is required to be made in writing. These changes/corrections include:

1. Completion changes
2. Personnel changes
3. Budget and category revisions
4. Minor scope of work revisions

11.2 A project change request must include a justification of the requested change, along with any backup documentation necessary to support the requested change. The County will consider the request and, if approved, return the signed approved project change request. Only upon receipt of the approved project change request may the recipient implement the requested changes.

11.3 Project change requests that change the nature of the program from what was approved by the Board of County Commissioners must be approved by the Board of County Commissioners.

12 CLOSE OUT:

12.1 After awards are distributed, each Applicant will be required to provide a written report within 60 days of the project or program completion that includes qualitative and quantitative information that shows how the grant funding was utilized.

12.2 Once all obligations have been met, the County will send a letter of completion to the Applicant .

13 RETENTION OF RECORDS

13.1 The County will retain all award records for three (3) years after the end of the grant period. For a three-year example, if the funds ended June 30, 2021 then the files need to be retained until June 30, 2024.

13.2 The retention period starts from the date of notification by the County that the grant is closed out.

14 RESPONSIBILITY FOR REVIEW OF PROCEDURES:

The Board of County Commissioners, the Finance Department representative, and the Social Services representative will review this procedure as needed or at least every 4 years and will confer on lessons learned at the conclusion of each community grant program.

SUBJECT: COMMUNITY GRANTS PROGRAM

1.0 PURPOSE:

In accordance with Nevada Revised Statute (NRS) 244.1505, the Board of County Commissioners may award grant funding to non-profit community organizations created for religious, charitable, or educational purposes to be expended for the public benefit of Douglas County residents. This policy is to establish a process for determining funding available for the Community Grants Program each year, how applications will be solicited and reviewed, and how funding distributions will be decided.

2.0 DEFINITIONS:

2.1 *Community Grant Program* is the process by which the Douglas County Commission awards grant funding to qualified Applicants from the General Fund with a contribution from the Indigent (Social Services) Fund.

2.2 *Applicant* is any entity that is qualified to receive a grant from Douglas County under Nevada law and County requirements, provides a beneficial public service to Douglas County residents, and completes and submits an application according to this policy and any other applicable guidelines issued by Douglas County.

2.3 The *application* is a document approved by the Board of County Commissioners by which Applicants apply for Community Grant funding.

2.4 *Notice of Award (NoA)*: A legally binding document notifying the recipient that an award has been made. The NoA contains or references all terms and conditions of the award and documents the obligation of funds. The NoA may include both standard and special conditions that are considered necessary to attain the grant's objectives.

2.5 *Supplanting*: To take the place of and serve as a substitute. Federal, state and city funds cannot be used to pay for services, staff, programs or materials that would otherwise be paid out of an approved budget.

2.6 *Close Out*: A procedure to officially conclude a grant. The project contact must ensure that necessary administrative and financial reports have been submitted and documented in compliance with the grant close out terms and conditions.

2.7 *Fiscal Year*: The fiscal year is an accounting period for the County budget which begins July 1 and ends June 30.

3.0 FUNDING:

3.1 Each year the Board of County Commissioners will determine during the budget process the amount of funding, if any, available in for use in the Community Grant Program for the Fiscal Year. The Finance Department will identify the prior year ending grant fund balance available, and the amount available from the General Fund, and the Social Services Division will determine how much can be allotted to the Community Grant Program from the Indigent Fund for the Fiscal Year. At the end of the Fiscal Year any unobligated funds revert to the fund balance.

3.2 Grant funds are intended to augment the efforts of community organizations, non-profits, to benefit the residents, neighborhoods and communities in Douglas County.

3.3 Funding may not be available every year and may not be at the same level of availability from year to year. Applicant requests should represent specific projects, not operating funds. Operational funding may be granted as an exception at the discretion of the County Commission.

3.4 The Finance Department, once the amount of funding is approved by the Board of County Commissioners, will post a Notice of Funding Availability for the Community Grant Program on the County website, social media, and a press release in July of each year that will stay open for at least 60 days.

4.0 APPLICATION PROCESS:

4.1 All applications submitted on time and according to posted guidelines will be received, date stamped, and recorded by the County Manager's Office.

4.2 A representative from the Finance Department, County Manager's Office, and Social Services at minimum, will review each application after they have been received. If an applicant or application does not satisfy the requirements of Nevada law and/or County policy, the applicant and/or application may be rejected.

4.3 The representative from the Finance Department, County Manager's Office, and Social Services will present the applications and scoring sheet to the Audit Committee to develop recommendations for funding distribution among the accepted applicants. These recommendations will be considered by the Board of County Commissioners for approval.

4.4 Not all applicants will receive the full amount requested, and all levels of funding are subject to the discretion of the Board of County Commissioners.

5.0 AWARD, DISTRIBUTION AND PROGRAM COMMENCEMENT:

5.1 The recommendation of funding distribution will be presented to the Board of County Commissioners at a regular meeting for approval. Once the funding

distribution amounts are approved by the Board, the Finance Department will prepare the Notice of Award and project numbers.

5.2 The Notice of Award is the official notification of award and approval. The award acts as the contract obligating grant funds to the agency. An award packet will be mailed to each agency. The award package needs to be read, all assurances and agreements signed and returned to the County by the due date indicated in the award.

5.3 The Finance Department will finalize the returned Notice of Award and provide the applicant with a signed copy. The grant program may begin on the stated commencement date found on the award notice.

5.4 Each grant will be tracked by a project number, which will be included in the award. Please make sure that the project number is on all financial and progress reports.

5.5 If using Community Grant funds to sponsor an event, Douglas County must be identified as a sponsor by the Applicant.

6.0 RECORDKEEPING

6.1 All agencies who receive a grant award are required to keep a separate file containing documents related to the grant award. The grant file includes but is not limited to six (6) sections that must be created in a 3-ring binder, or a 6-section classification folder with two dividers, or a similar device. Your agency may keep an electronic filing system as long as it includes all the documents listed below and is easy to find and review. In each section whether hard copy or an electronic file must include the following:

1. Correspondence –
    a. All correspondence regarding the grant
2. Progress Reports –
    a. Evaluation Reports
    b. Monthly or quarterly and/or annual project activities and progress reports
3. Monitoring –
    a. Monitoring letters, reviews and recommendations
    b. Equipment and Inventory Logs
4. Financial Reports –
    a. Reimbursement Requests
    b. All backup required including payroll registers and accounting registers
    c. Proof of payment once received from the reimbursement request
5. Project Changes –
    a. Requests and approvals for any changes to the grant
6. Grant and Application paperwork –
    a. Grant agreement

b. Grant application
c. Goals and Objectives
d. Certifications
e. Assurances

6.2 All documents are subject to review by Douglas County staff.

7.0 FINANCIAL MANAGEMENT

7.1 To comply with the County's requirements, recipients must establish and maintain accounting systems and financial records that accurately justify the grant funds received and spent. The accounting system must fully record the amount and disposition of all project funds.

7.2 An adequate method of internal controls to safeguard funds is a requirement of award acceptance to include:

7.2.1 Allow for broad budget categories as listed in the award (i.e., Personnel, Travel, Operating, Equipment, Contract/Consultant and Other). Not all projects will have approved budget funding in each category.

7.2.2 Provide cost and property control to ensure optimal use of funds.

7.2.3 Provide for financial reporting of operations.

7.2.4 Include a system of property records for all equipment (See Equipment and Inventory).

7.2.5 Maintain all records for a minimum of three to seven years from the date of the final report and until all questions arising from an on-site review have been resolved.

7.2.6 Ensure funds specifically budgeted and/or received for one project cannot be used to support another project or program.

7.2.7 Ensure funds are not obligated before the commencement date stated in the grant award.

8.0 FUNDING

8.1 REIMBURSMENT:

8.1.1 To receive reimbursement; submit a completed financial claim, including all supporting documentation and proof of payment. All back up documents must match the date of the purchase. All financial claims must be timely and received within a reasonable time of the purchase or pay period. Financial claims will be rejected for incomplete back up documents, accuracy, and lapse in reporting the expense.

8.1.2 The County will make a reimbursement for eligible and allowable expenditures; which means, funds expended only for activities and purposes stated in the approved budget and within the approved grant period. Grant funds must be obligated before the end date of the grant

period. Obligated funds equal funds committed for ordered goods or services not yet received.

8.1.3 Douglas County may disburse grant funds to recipients within 30 days of submittal of an invoice requesting funds for reimbursement. In addition to the invoice, the recipient shall provide to Douglas County all necessary supporting documentation, copy of original invoice and proof of payment, or required under any federal or state law or regulation 2 CFR 200, for reimbursement. No funds shall be disbursed to the recipient unless all requested and required documentation is provided to Douglas County.

8.2 MATCH:

8.2.1 Grant match is optional; if your agency would like to declare a match, then the match must be declared in the application.

8.3 ADVANCED PAYMENT:

8.3.1 Advanced payment is optional; if your agency would like to declare an advance payment, then the advanced payment must be declared in the application.

8.3.2 Purchases made with advance payment must be documented through a completed financial claim, including all supporting documentation and proof of payment. All back up documents must match the date of the purchase. All financial claims must be timely and received within a reasonable time of the purchase. Financial claims will be rejected for incomplete back up documents, accuracy, and lapse in reporting the expense and the agency may required to reimburse the County.

8.3.3 Advanced purchases must be eligible and allowable expenditures; which means, funds expended only for activities and purposes stated in the approved budget and within the approved grant period.

8.3.4 Grant funds must be obligated before the end date of the grant period. Obligated funds equal funds committed for ordered goods or services not yet received.

8.4 SUPPLANTING:

8.4.1 Grant funds must be used for new program activities or to supplement existing funds in order to enhance program activity. Grant funds shall not be used to replace funds appropriated in the recipient's budget for the same purpose.

8.4.2 For example, if a recipient prior to applying to the grant, committed to purchase 2 new computers, then the recipient must purchase those 2 computers in addition to any computers requested and approved from the grant program.

8.5 FISCAL MONITORING:

8.5.1 County staff will review all accounting records and reports supporting the amounts claimed for reimbursement or payment. County staff may test

transactions for expenditure categories related to the project. This monitoring is done to ensure: the recipient maintains proper records, expenses claimed are approved properly, and expenditures follow the program requirements.

8.5.2 County staff reserves the right to examine any related grant records during the program or project's performance period and within a three-year period following the conclusion of the program or project.

8.6 WITHHOLDING OF FUNDS

8.6.1 Grant money will be withheld and/or disallowed when the program or project fails to comply with any term or condition of this policy or any other County policy. This includes, but is not limited to:

- Failure to attain goals and/objectives;
- Failure to adhere to guideline requirements, policies or special conditions; Improper use of funds;
- Failure to submit required report in a timely manner, including, but not limited to monthly or quarterly request for reimbursement forms, quarterly progress reports, or final evaluations;
- Failure to resolve audit exceptions on past or current grants in a timely manner;
- Inadequate maintenance of accounting records;
- Failure to cooperate with staff or representatives in reviewing program and/or fiscal records;
- Failure to resolve supplanting issues;
- Failure to reconcile financial records, and closeout at the end of the project period;
- Once a grant has been closed no further claims will be accepted.

8.7 TERMINATION OR SUSPENSION

8.7.1 The County may reduce or terminate grant funds for reasons that may include, but are not limited to:

- The project failing to comply with terms or conditions of the grant award;
- During the term of the grant period, the funds appropriated for the award are reduced or eliminated by the Douglas County Board of Commissioners;

8.7.2 The Finance Department will notify the recipient in writing prior to reduction or termination of grant funds with a timeline and opportunity to cure noncompliance. To the extent funds are available for payment of costs, such termination or reduction does not apply to allowable costs incurred by the recipient prior to the notice.

8.7.3 The Finance Department will review programs and projects previously funded for past compliance. Compliance includes financial management, progress reports, monitoring results, on-site review reports, and any other relevant documentation or information.

8.7.4 Lack of compliance with any one requirement above, term and/or condition endangers future awards.

9.0 ELIGIBLE AND ALLOWABLE EXPENDITURES

9.1 Douglas County follows the Office of Management and Budget (OMB) Uniform Guidance found in 2 CFR 200, Subparts E and F, allowable and unallowable grant costs. For costs to qualify as allowable, they must be necessary to the success and completion of the approved program or project.

9.2 Eligible and Allowable Costs:

1. Project personnel salaries and benefits, including overtime pay
2. Equipment necessary for implementation of the program
3. Building rental
4. Project personnel
5. U.S. travel/training
6. Supplies and operating expenses directly related to project operation

9.3 Unallowable Costs (Examples, list not conclusive)

1. Any expenditure not directly related to the program
2. Badges and personal items necessary for any job-related duties, i.e., side arms, identification badges, etc.
3. Bar charges/alcoholic beverages
4. Bonuses, commissions, gifts and incentives
5. Business cards
6. Car wash
7. Construction
8. Conference rooms
9. Costs incurred before the project start date or after the expiration of the project period
10. Entertainment
11. Food and beverages with the exception of travel
12. Expense of organized fund-raising
13. Fines and penalties
14. Membership Dues and Fees
15. Land/building acquisitions
16. Late charges
17. Lobbying, political contributions, and legislative liaison activities
18. Military type equipment
19. Newspaper subscriptions
20. Promotional Items

21. Rental cars
22. State and local sales taxes
23. Sporting events
24. Supplanting: grants funds must not be used to supplement existing funds for program activities in order to replace those funds which have been appropriated for the same purpose.
25. Tips
26. International Travel
27. Honoraria
28. Corporate Formation
29. Compensation for federal employees
30. Home office workspace and related utilities
31. Passport charges

10.0 PURCHASING

10.1 All purchases must follow the Douglas County Procurement and Purchasing Policy and Grants Policy and the Office of Management and Budget (OMB) Uniform Guidance.

11.0 ADJUSTMENT TO AWARDS

11.1 Any project change request is required in writing to request budgetary and/or programmatic changes and/or corrections to an approved award. These changes/corrections include:

1. Completion changes
2. Personnel changes
3. Budget and category revisions
4. Minor scope of work revisions

11.2 A project change request must include a justification of the requested change, along with any backup documentation necessary to support the requested revision. The County will consider the request and, if approved, return the signed approved project change request. Only upon receipt of the approved project change request may the recipient implement the requested revisions.

12.0 CLOSE OUT:

12.1 After awards are distributed, each recipient will be required to provide a written report within 60 days of the project or program completion that includes qualitative and quantitative information that shows how the grant funding was utilized.

12.2 Recipients must submit reports and documentation to the granting agency to include:

12.2.1 All financial claims;

12.2.1.1 All progress reports;

12.2.1.2 An inventory list and intention memorandum of future use for equipment/property;

12.2.1.3 Any other requested documents related to the Community Grant Program funding.

12.2.2 The close of the grant will occur when:

12.2.2.1 All costs to be paid for with grand funds have been incurred;

12.2.2.2 All responsibilities of the Grantee under the agreement have been completed;

12.2.2.3 All financial and progress reports have been turned in;

12.2.2.4 All requests have been fulfilled.

12.3 Once all obligations have been met, the County will send a letter of completion to the agency.

13.0 RETENTION OF RECORDS

13.1 The County will retain all award records for three (3) years after the end of the grant period. For a three-year example, if the funds ended June 30, 2018 the files need to be retained until June 30, 2021.

13.2 The retention period starts from the date of notification by the County that the grant is closed out.

14.0 FORMS

14.1 Application

14.2 Assurances

14.3 Financial Claim

14.4 Grant Agreement

14.5 Grant Report

14.6 Notice of Award

14.7 Project Change Request

15.0 RESPONSIBILITY FOR REVIEW OF PROCEDURES:

The Board of County Commissioners, the Finance Department representative, and the Social Services representative will review this procedure as needed or at least every 4 years and will confer on lessons learned at the conclusion of each community grant cycle.

AGENDA ITEM NO. I.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: October 3, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion to approve a request from Steve Kaplan to waive his August 2024 Room Tax Penalty and Interest for late payment, in the amount of $1,454.16, for the Vacation Home Rental located at 650 Tina Court. (Kathy Lewis)

RECOMMENDED MOTION:
Approve the request from Steve Kaplan to waive his August 2024 Room Tax Penalty and Interest for late payment, in the amount of $1,454.16, for the Vacation Home Rental located at 650 Tina Court.

FINANCIAL IMPACT:
Waiver of $1,454.16 in penalties and interest due to a medical emergency.

BACKGROUND:
Mr. Kaplan emailed the Douglas County Comptroller, Kathy Lewis, on Monday, September 2, 2024 to ask for a waiver of his August 2024 room tax late payment penalty and interest for Mr. Kaplan's VHR located at 650 Tina Court. Mr. Kaplan stated he experienced a medical issue that prevented him from timely filing of his Room Tax return. The August 2024 filing was due Saturday, August 31, 2024 by midnight. Mr. Kaplan submitted his return online the following day, Sunday, September 1, 2024, and did pay late fees as part of his submission. Staff reviewed the history of Room Tax collections from Mr. Kaplan since July 2019 which included regular timely payments, and a single late payment for which Mr. Kaplan paid the late fee. Mr. Kaplan is a timely filer and, in addition, Ms. Lewis contends his waiver request was made timely. Staff recommends waiver of the penalties and interest under these circumstances.

ATTACHMENTS:
Request for Waiver of Late TOT Penalty Due to Medical Emergency.pdf

From: steve kaplan
To: Kathy Lewis
Cc: Wendy Kaplan
Subject: Request for Waiver of Late TOT Penalty Due to Medical Emergency
Date: Monday, September 2, 2024 10:30:38 AM
Attachments: Outlook-A person s.png
Outlook-Title _Lin.png
Outlook-Title _Twi.png
TransientTax073124.pdf

CAUTION: This email originated from outside of the organization. If you did not expect to receive something from this sender - we suggest you call the sender to verify (only if you know the sender).
Otherwise - Do not click links or open attachments unless you recognize the sender and know the content is safe.
You should almost NEVER be prompted to enter your login credentials as a result of opening or clicking anything.

Hi Kathy,

We've been operating our VHR at 650 Tina Ct. (Account #08401328) since 2018, and for the past several years have likely been one of the highest TOT contributors in Douglas County (having paid over $100,000 each of the past 2 or 3 years). Despite one or two late payments in the past due to oversight while traveling, we've never requested a waiver of the late penalty. However, given recent circumstances, we are requesting an exception this time and asking for the waiver of our $1,454.16 penalty.

Last week, I experienced severe neck pain, and Wendy had to take me to Urgent Care. In the midst of this health emergency, she missed the TOT payment on Saturday night but made the payment first thing Sunday morning, just 9 hours later. Since the payment was due on a Saturday, there was no possibility of any economic advantage by waiting until Sunday morning.

We hope that you can consider this as a one-time exception. If you reach out to Code Enforcement or the VHR Advisory Board, I believe they would converm that we are responsible and proactive local VHR owners.

Thank you for your understanding.

Best regards,
Steve



Steven Kaplan
Author of:
The ROI Story: A Guide for IT Leaders

Mobile: 707-315-9446
Email: roiguy@gmail.com



AGENDA ITEM NO. J.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: October 3, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion to adopt **Resolution 2024R-105** augmenting the Fiscal Year 2024-25 County Construction Fund budget by $2,715,813 for construction costs of the Douglas County Justice Center. (Kathy Lewis)

RECOMMENDED MOTION:
Adopt Resolution 2024R-105 augmenting the Fiscal Year 2024-25 County Construction Fund budget by $2,715,813 as presented.

FINANCIAL IMPACT:
Funding is available in Construction Reserves in the County Construction Capital Projects Fund.

BACKGROUND:
NRS 354.598005 provides guidelines to local governments to augment, or increase, budgets when resources are greater than those that were previously estimated. As defined in NRS 354.493, a budget augmentation is a "procedure for increasing the appropriations of a fund with the express intent of employing previously unbudgeted resources of the fund for carrying out the increased appropriations."

On July 18, 2024, the Board of County Commissioners approved Administrative Agenda Item 3 which authorized the transfer of $2,715,813 of previously unallocated funds in the County Construction Capital Projects Fund to the Justice Center Project. This augment updates the budget accordingly.

ATTACHMENTS:
Resolution 2024R-105.pdf

RESOLUTION NUMBER 2024R-105

RESOLUTION AUGMENTING THE COUNTY CONSTRUTION CAPITAL PROJECTS FUND
2024 - 2025 FISCAL YEAR BUDGET

WHEREAS, there is a need to revise the budget to reflect revised revenues and expenditures to the County as follows:

Project: 23B01.0104 Justice Center on Buckeye Road

Revenue or Source		
410-751 625.103	Appropriated Reserve	2,715,813
	TOTAL REVENUES	2,715,813
Expenditure		
410-715 562.000	Capital Projects	2,715,813
	TOTAL EXPENDITURES	2,715,813

NOW, THEREFORE, BE IT RESOLVED THAT the 2024 - 2025 Fiscal Year budget is herein amended.

Adopted this __3_____ day of __October_____, 2024 by the following vote:

VOTE: Ayes Commissioners: _____

_____

_____

_____

_____

Nays Commissioners: _____

_____

Absent Commissioners: _____

_____

_____
Wesley Rice, Chairman
Douglas County Board of Commissioners

ATTEST:

_____
Amy Burgans
Douglas County Clerk-Treasurer

Douglas County Finance Department

Budget Augment Request Form

Use this form to request an *increase* in total expenditures. Use the Budget Transfer form to *move* budgetary authority.

Source of Funds: ☐ Adjusted Opening Fund Balance (AOFB) ☐ Greater Than Anticipated Revenues

☐ Grant - STOP - use the Grant Forms Packet ☑ Internal Svc/Enterprise/Capital Projects Fund Reserves

Request Date 7/18/2024 **Requested By** Finance

Fiscal Year 2024-25 **Fund/Dept:** 410-751

Note that all augments require a BOCC resolution. Finance will review your request form & advise as to whether you should create the resolution or Finance will handle submission to IRC/BOCC

	Account Name	GL Account # xxx-xxx xxx.xxx format	Project*	Revenue Increase	Expend Increase
1	Capital Projects	410-715 562.000	23B01.0104		2,715,813
2	Appropriated Reserve	410-751 625.103			(2,715,813)
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
			Total	-	-

Purpose: To allocate funds to the Justice Center project 23B01 per BOCC action 7/18/24 Item 3

*** A project number is required for all Capital Projects**

Department Head Name Kathy Lewis **Signature** _____

Finance Use Only

	IRC Approval		*BOCC Approval*	
	Agenda #	*Meeting Date*	*Agenda #*	*Meeting Date*

JE# _____ **Date** _____ **By** _____

Updated 9/1/21

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: July 18, 2024

TIME REQUIRED:

AGENDA: **ADMINISTRATIVE AGENDA**

TITLE:
For possible action. Discussion to authorize the transfer of $2,715,813 Douglas County Capital Funds that were formerly unallocated American Rescue Plan Act (ARPA) funds to the Justice Center Project to fund work in Fiscal Year 2024-25 to prepare the construction site. (Kathy Lewis)

RECOMMENDED MOTION:
Authorize the transfer of $2,715,813 Douglas County Capital Funds that were formerly unallocated ARPA funds to the Justice Center Project to fund work in Fiscal Year 2024-25 to prepare the construction site.

FINANCIAL IMPACT:
The funds proposed to be transferred are previously uncommitted funds. If approved these funds will be allocated to the Justice Center project to fund site preparation work to be completed in Fiscal Year 2024/25.

BACKGROUND:
At the March 29, 2024, Board of County Commissioners meeting (Item 2), the Board designated the total unspent American Rescue Plan Act (ARPA) funding received by Douglas County to be used to replace lost Douglas County revenue utilizing the standard allowance method under United States Treasury Rules for ARPA funding. On June 20, 2024, the Board authorized a transfer of $6,412,949 of unspent funds from Fund 218 (American Recovery Plan Act) to Fund 101 (General Fund) to be appropriated using the standard allowance method permitted by the United States Treasury. Thereafter, the same funds were transferred to Fund 410 (County Construction) to continue funding authorized projects and allow for continued tracking while properly accounting for the lost revenue. The transfer included funds that had not been committed in the amount of $2,715,813.

County Staff recommends moving forward this fiscal year to award a contract for work on the Justice Center site to prepare for construction to begin in 2025 (Agenda Items 4 and 5). Staff proposes to use

$2,715,813 of uncommitted County Construction funds to help fund the Justice Center site work.

ATTACHMENTS:

AGENDA ITEM NO. K.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: October 3, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion to approve Fiscal Year 2024-25 budget transfers of $40,000 in the General Fund; $320,000 in the Cooperative Extension Fund; $100,000 in the Room Tax Fund; $75,000 in the 911 Emergency Services Fund; and $50,000 in the Douglas County Water Fund. (Kathy Lewis)

RECOMMENDED MOTION:
Approve Fiscal Year 2024-2025 budget transfers of $40,000 in the General Fund; $320,000 in the Cooperative Extension Fund; $100,000 in the Room Tax Fund; $75,000 in the 911 Emergency Services Fund; and $50,000 in the Douglas County Water Fund as presented.

FINANCIAL IMPACT:
The following amounts are available for transfer from existing budgetary authority: $40,000 in the General Fund; $320,000 in the Cooperative Extension Fund; $100,000 in the Room Tax Fund; $75,000 in the 911 Emergency Services Fund; and $50,000 in the Douglas County Water Fund. This augment transfers budgetary authority between funds/expenditure categories, it does not increase the overall expenditure authority across all funds.

BACKGROUND:
Douglas County Administrative Policies and Procedures Number 300.20, Item III 5, allows budget transfers between funds with Board of County Commissioners approval. Governmental funds' capital projects are managed in the County Construction fund. The Cat Facility project ($40,000) was budgeted in the General Fund, and the UNR Extension Sidewalk & Ramp project ($320,000) was budgeted in the Cooperative Extension Fund. Both of these projects are being moved to the County Construction Fund.

Douglas County Administrative Policies and Procedures Number 300.20, Item III 7, allows budget transfers that modify capital projects with Board of County Commissioners approval. Feasibility studies ($100,000), physical security upgrades ($75,000) and telemetry upgrades ($50,000) are not expected to meet the definition of capital expenditures or will not meet capitalization thresholds, and are being

reclassed to Services and Supplies.

ATTACHMENTS:
Budget Transfers.pdf

Douglas County Finance Department

Budget Transfer Request Form

Request Date 8/2/2024 **Requested By** Finance

Fiscal Year 24/25 **Fund/Dept** 101-271 & 410-713 & -714

	Account Name	GL Account # xxx-xxx xxx.xxx format	Project*	Revenue Increase	Revenue Decrease	Expenditure Increase	Expenditure Decrease
1	Capital Projects	101-271 562.000	25B01.0104				40,000
2	Transfer Out	101-997 618.700				40,000	
3	Capital Projects	202-711 562.000	25B02.0104				320,000
4	Transfer Out	202-711 618.700				320,000	
5	Transfer In - General Fund	410-000 392.050		40,000			
6	Transfer In	410-000 392.000		320,000			
7	Capital Projects	410-714 562.000	25B01.0104			40,000	
8	Capital Projects	410-713 562.000	25B02.0104			320,000	
9							
10							
11							
12							
			Totals	360,000	-	720,000	360,000
			Net Change	**360,000**		**360,000**	

Purpose To move the Cat Facility and UNR Extension Sidewalk & Ramp project budgets to Fund 410 County Construction.

Governmental funds' capital projects are managed in Fund 410.

*** A project number is required for all Grants and Capital Projects**

Department Head Name Kathy Lewis **Signature** _____

Finance Use Only

	IRC Approval		BOCC Approval	
Douglas County	***Agenda #***	***Meeting Date***	***Agenda #***	***Meeting Date***
From Salaries/Benefits Expense category (salary savings)				
Modifying a Capital Projects budget				
Within the same Expense Category, Department and Fund <=$50,000	*Not required*	*Not required*	*Not required*	*Not required*
Within the same Expense Category, Department and Fund >$50,000			*Not required*	*Not required*
Between Divisions of a Department (same Fund)			*Not required*	*Not required*
Between Expense Categories of a Division			*Not required*	*Not required*
Between funds (follow augment requirements)				
From contingency or reserves (follow augment requirements)				
	Town Board Approval		***BOCC Approval***	
Towns of Minden, Gardnerville, Genoa			*Not required*	*Not required*

Note: Transfers are not reported to NV Dept of Taxation

JE# _____ **Date** _____ **By** _____

Updated 9/1/21

Douglas County Finance Department

Budget Transfer Request Form

Request Date 8/2/2024 **Requested By** Finance

Fiscal Year 24/25 **Fund/Dept** Various

	Account Name	GL Account # xxx-xxx xxx.xxx format	Project*	Revenue Increase	Revenue Decrease	Expenditure Increase	Expenditure Decrease
1	Capital Projects	234-806 562.000	25P03.0101				50,000
2	Capital Projects	234-806 562.000	25P05.0101				50,000
3	Professional Services	234-806 521.100	25P03.0101			50,000	
4	Professional Services	234-806 521.100	25P05.0101			50,000	
5	Capital Projects	255-675 562.000	25X01				75,000
6	Major Repair & Maintenance	255-675 532.118	25X01			75,000	
7	Capital Projects	328-849 562.000	23W04				50,000
8	Major Repair & Maintenance	328-849 532.118	23W04			50,000	
9							
10							
11							
12							
			Totals	-	-	225,000	225,000
			Net Change	-		-	

Purpose To move feasibility studies approved in the FY25 CIP to Services & Supplies (feasibility studies are not capital expenditures). move capital expenditures from projects 25X01 Physical Security Upgrades and 23W04 Telemetry Upgrades approved in the FY25 adopted budget to S & Supplies (physical security & telemetry upgrades will not meet the capitalization threshold)

*** A project number is required for all Grants and Capital Projects**

Department Head Name Kathy Lewis **Signature** _____

Finance Use Only

	IRC Approval		*BOCC Approval*	
Douglas County	***Agenda #***	***Meeting Date***	***Agenda #***	***Meeting Date***
From Salaries/Benefits Expense category (salary savings)				
Modifying a Capital Projects budget				
Within the same Expense Category, Department and Fund <=$50,000	*Not required*	*Not required*	*Not required*	*Not required*
Within the same Expense Category, Department and Fund >$50,000			*Not required*	*Not required*
Between Divisions of a Department (same Fund)			*Not required*	*Not required*
Between Expense Categories of a Division			*Not required*	*Not required*
Between funds (follow augment requirements)				
From contingency or reserves (follow augment requirements)				
	Town Board Approval		***BOCC Approval***	
Towns of Minden, Gardnerville, Genoa			*Not required*	*Not required*

Note: Transfers are not reported to NV Dept of Taxation

JE# _____ **Date** _____ **By** _____

Updated 9/1/21

AGENDA ITEM NO. L.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: October 3, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion to accept the auditor's report on Douglas County's general ledger cash balances through August 31, 2024, per Nevada Revised Statute 251.030. (Kathy Lewis)

RECOMMENDED MOTION:
Accept the auditor's report on Douglas County's general ledger cash balances through August 31, 2024, as presented.

FINANCIAL IMPACT:
None

BACKGROUND:
Under their Nevada Revised Statutes 251.030 duties, County Comptrollers are required to report to the Board of County Commissioners, at each regular board meeting, the condition of each fund in the treasury. The attached Cash Report reflects the cash balances currently recorded in the County's general ledger, or official accounting record. Actual general ledger cash balances may differ from reported cash balances due to timing differences of general ledger entries.

ATTACHMENTS:
Cash Report as of Aug 31, 2024.pdf

Douglas County

Douglas County, Nevada Cash Report

From Date: 8/16/2024 - To Date: 8/31/2024

Summary Listing, Report By Fund - Account

Fund	Description	Beginning Balance	Net Change	Notes	Ending Balance
101	General Fund	$24,611,461.18	$2,165,456.82	1	$26,776,918.00
201	Stabilization Fund	$750,095.87	($10.33)		$750,085.54
202	Nv Cooperative Extension	$941,283.27	$33,647.35		$974,930.62
208	Cash Trust	$958,274.50	$104,434.77		$1,062,709.27
211	Solid Waste Mgmt.	$3,091,924.75	($79,383.14)		$3,012,541.61
212	Landscape Maintenance Districts	$12,905.88	$1,033.68		$13,939.56
215	Assistance To Indigents	$1,195,045.41	$200,797.01		$1,395,842.42
216	Social Services	$3,918,783.44	$27,335.42		$3,946,118.86
217	One Nevada (Opioid Settlement)	$1,200,826.57	($4,984.24)		$1,195,842.33
218	ARPA	$0.00	$0.00		$0.00
220	PALS Sales Tax Fund	$451,350.20	$55,899.88		$507,250.08
222	Law Library	$57,871.02	($768.31)		$57,102.71
224	Library	$595,838.59	$26,710.88		$622,549.47
232	Road Operating	$2,454,149.62	$69,152.34		$2,523,301.96
234	Room Tax	$8,265,513.44	$271,558.17		$8,537,071.61
235	Library Gift Fund	$110,265.78	$639.78		$110,905.56
236	Tahoe-Douglas Trans.Dist.	$4,501,126.25	$140,668.00		$4,641,794.25
240	Justice Ct. Admin. Assess	$1,293,635.19	($1,666.79)		$1,291,968.40
242	China Spring Youth Camp	($143,601.16)	$634,235.74		$490,634.58
245	Stormwater Management	$1,650,047.97	($43,350.26)		$1,606,697.71
246	Flood Litigation Settlement Fund	$115,206.60	$0.00		$115,206.60
255	911 Emergency Services	$3,452,925.94	$74,230.49		$3,527,156.43
256	911 Surcharge	$630,286.74	($11,974.29)		$618,312.45
260	Senior Services Program	$1,851,313.51	($81,152.19)		$1,770,161.32
309	Risk Management	$8,810,921.71	($7,147.39)		$8,803,774.32
310	Self Ins.Dental Insurance	$797,927.45	($9,019.74)		$788,907.71
313	Motor Pool/Vehicle Maint	$1,556,482.13	($136,520.00)		$1,419,962.13
324	Regional Water Fund	$1,919,409.28	$130,417.42		$2,049,826.70
325	Sewer Utility	$8,306,653.56	$117,445.76		$8,424,099.32
328	Douglas County Water Utility	$21,130,374.57	$250,311.03		$21,380,685.60
360	Airport Enterprise Fund	$1,894,649.57	$78,686.37		$1,973,335.94
401	Extraordinary Maintenance	$3,556,426.67	($47.79)		$3,556,378.88
405	Ad Val Capital Projects	$1,718,456.86	$171,072.63		$1,889,529.49
410	County Construction	$13,034,378.13	($267,064.12)		$12,767,314.01
420	Park Resident.Const.Tax	$984,843.36	$1,013.90		$985,857.26
430	Regional Transportation	$18,209,659.44	$289,168.17		$18,498,827.61
440	Capital Projects-Debt Financed	$0.00	$0.00		$0.00
541	Co Debt/Other Resources	$827,250.35	$126,422.25		$953,672.60
600	Dc Redevelopment Area 2-Admin.	$625,444.23	$308,210.62		$933,654.85
601	Dc Redevl. Area 2-Cap. Projects	$26,687.00	($0.35)		$26,686.65
606	Dc Redevel.-Cap.Projects	$2,620,575.55	($35.02)		$2,620,540.53
610	Gardnerville Town	$1,549,538.31	$101,088.10		$1,650,626.41
611	Gardnerville Health & San	$521,269.11	($7,292.50)		$513,976.61
614	Gardnerville Ad Val Cap Proj	$181,648.66	($2.34)		$181,646.32
620	Genoa Town	$555,265.37	($7,841.05)		$547,424.32
622	Genoa Ad Val Cap Projects	$69,334.13	($8,920.28)		$60,413.85
624	Genoa Construction Res	$42,112.48	($0.32)		$42,112.16
630	Minden Town	$886,391.62	$161,739.05		$1,048,130.67

Fund	Description	Beginning Balance	Net Change	Notes	Ending Balance
631	Minden Ad Val Cap Project	$128,685.43	($1.54)		$128,683.89
635	Minden Trash	$651,639.76	($395,413.22)		$256,226.54
636	Minden Cap.Equip./Constr.	$2,811,854.60	$48,185.43		$2,860,040.03
639	Minden Wholesale Water Utility	$6,287,989.71	$164,353.74		$6,452,343.45
640	Minden Town Water	$9,362,616.88	$2,595.10		$9,365,211.98
710	School District	$6,414,660.68	$2,641,000.60		$9,055,661.28
720	School Dist. Debt	$1,254,500.26	($26,132.29)		$1,228,367.97
804	Carson Water Sub	$256,395.46	($17,209.26)		$239,186.20
806	Cave Rock	$31,201.61	($3,852.23)		$27,349.38
808	Dcsid M&O	$0.00	$0.00		$0.00
809	EFFPD	$4,036,897.41	($337,133.02)		$3,699,764.39
810	Elk Point Sanitation	$1,457.82	$142.26		$1,600.08
811	Gardnerville Main Street	$0.00	$0.00		$0.00
812	Gardnerville Rancho Gid	$376,937.12	($31,217.40)		$345,719.72
813	Genoa Lakes District	$250,593.23	$0.00		$250,593.23
814	Indian Hill	$394,040.16	($45,046.23)		$348,993.93
815	G'ville Mainstreet Rev.Ln	$0.00	$0.00		$0.00
818	Kingsbury Gid	$302,429.16	$31,363.62		$333,792.78
821	LAKERIDGE ASSESSMENT DIST	$0.00	$0.00		$0.00
822	Lakeridge	$18,628.25	($7,291.56)		$11,336.69
823	Legal Services	$3,258.00	$19.68		$3,277.68
824	Logan Creek	$27,477.33	$413.58		$27,890.91
826	Mgsd	$176,307.49	($8,475.16)		$167,832.33
829	NV Tahoe Conserv.Dist.	$0.00	$0.00		$0.00
830	Oliver Park	$27,237.57	$4,373.89		$31,611.46
832	Round Hill GID	$68,080.86	$13,772.38		$81,853.24
834	Sierra Estates	$7,638.00	($402.00)		$7,236.00
836	Skyland	$22,386.07	($189.39)		$22,196.68
838	Tahoe Douglas Sanitation	$80,614.54	($640.80)		$79,973.74
839	Tahoe Douglas Fire	$2,420,006.87	$69,934.63		$2,489,941.50
840	Topaz Estates	$75,689.29	($11,814.40)		$63,874.89
842	Zephyr Cove	$10,430.22	($2,223.46)		$8,206.76
844	Zephyr Heights	$36,814.90	($2,963.05)		$33,851.85
846	Zephyr Knolls	$17,665.10	$228.89		$17,893.99
847	Ef Swim Pool Dist Oper	$1,072,650.10	($92,423.40)		$980,226.70
848	Ef Swim Pool Debt	$0.00	$0.00		$0.00
850	Employee Benefit Trust	$960,237.51	$449,878.98		$1,410,116.49
852	T-D VISITORS AUTHORITY	$0.00	$0.00		$0.00
853	Western NV Reg.Youth Fac.	$0.00	$0.00		$0.00
855	Inmate Commissary Fund	$95,887.64	$161.03		$96,048.67
856	Inmates Trust	$20,803.84	$0.00		$20,803.84
860	Profit From Tax Sale	$0.00	$0.00		$0.00
865	Unclaimed Monies	$108,887.14	$4,632.84		$113,519.98
868	Library Gift Fund	$0.00	$0.00		$0.00
885	Mosquito District	$265,729.37	($22,159.24)		$243,570.13
890	State Of Nevada	$3,421,730.03	$1,029,989.83		$4,451,719.86
892	Department Of Wildlife	$7,079.08	($129.48)		$6,949.60
894	Range Improvements	$0.00	$0.00		$0.00
895	Sierra Forest Fire	$0.00	$0.00		$0.00
896	Refund Of Taxes	$0.00	$0.00		$0.00
Grand Total: 98 Funds		$193,299,368.59	$8,330,524.53		$201,629,893.12

Fund	Description	Beginning Balance	Net Change	Notes	Ending Balance
Notes					
1	General Fund	Revenue Collections, Accounts Payable, Payroll			

AGENDA ITEM NO. M.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: October 3, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Review and discussion to accept the Fiscal Year 2023-24 Third Quarter Surprise Cash Count Audit Final Report as recommended by the Audit Committee. (Kathy Lewis and Moss Adams)

RECOMMENDED MOTION:
Accept the Fiscal Year 2023-24 Third Quarter Surprise Cash Count Audit Final Report as presented.

FINANCIAL IMPACT:
None

BACKGROUND:
Please see the Fiscal Year 2023-24 Third Quarter Surprise Cash Count Audit Final Report completed by Douglas County Internal Auditor, Moss Adams, attached. This report was presented and accepted by the Audit Committee on September 4, 2024.

ATTACHMENTS:
Douglas County Q3 Surprise Cash Count Report FINAL 7-29-24.pdf

FINAL REPORT

Douglas County, Nevada

FY 23–24 THIRD QUARTER SURPRISE CASH COUNTS

July 29, 2024

Moss Adams LLP
999 Third Avenue, Suite 2800
Seattle, WA 98104
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I. EXECUTIVE SUMMARY

Douglas County (the County) requested that Moss Adams LLP (Moss Adams), as the County's internal auditor, perform quarterly cash counts for fiscal year 2023–24 (July 1, 2023, through June 30, 2024). On February 14, 2024, Moss Adams conducted in-person surprise cash counts for the third quarter of fiscal year 2023–24 to review key internal controls at selected County cash handling sites, including the District Attorney Office, Public Works Department, Social Services Department, and Animal Control Department. The surprise cash counts focused on assessing specific on-site key internal controls over cash handling such as, but not limited to, cash receipts, deposits, security, storage, reconciliations, and recording.

This surprise cash count engagement was completed under the consultancy standards of the American Institute of Certified Public Accountants (AICPA). As such, this work was not an audit of internal controls that resulted in a formal opinion or other form of assurance.

Based on the surprise cash counts performed for the third quarter, we identified one finding related to the key internal controls over cash handling, which is summarized below.

FINDING AND RECOMMENDATION		
1.	**Finding**	During the surprise cash counts, two of the four departments did not keep petty cash and customer transaction cash separate from each other, which could lead to a risk of loss or misappropriation of customer and County funds.
	Recommendation	The County should update its Petty Cash Resolution to distinguish petty cash from cash used for customer transactions to create more accountability and allow for easier tracking of funds.

Commendations

Although the focus of these surprise cash counts was to identify opportunities for improvement, it is important to note the areas of commendable operations. The County should be commended for the following accomplishments:

- **Upstanding Employee Involvement:** Upon arrival at each department, department employees were quick to assist us and provide us the space we needed to conduct the surprise cash audits. County employees were transparent and answered our questions thoroughly, and provided examples and walked us through certain processes and controls when clarifications were needed. In addition, the departments that were busy at the time of our arrival still made the effort to ensure that we had their full attention so that we could efficiently complete the surprise cash count.
- **Good Record Retention Practices:** During our surprise cash counts, we asked department employees to provide backup records such as daily deposit slips, Clerk-Treasurer records, petty cash reconciliations, and customer receipts. The employees easily located the documents and provided the support as requested, showing their deep knowledge and understanding of record retention standards and commitment to accountability. In addition, the locations that collect customer cash presented a clear and distinguished sign at the cashier desk to notify customers of who to contact and where to obtain a receipt, if a receipt was not provided by the department.

- **Strong Cash Security:** At each department we visited, we observed that cash funds were kept in a location that was not easily accessible and behind multiple levels of security, such as keycard entryways, locked cabinets, and locked safes or lockboxes. In addition, keys were maintained by less than two members of the staff and securely stored when not in use. This demonstrated departments' commitment to strong controls over cash and that access to cash is limited, to lower the risk of loss or misappropriation.

II. SCOPE AND METHODOLOGY

The scope of the surprise cash counts was focused on key cash handling internal controls. To obtain an understanding of the County's processes, controls, and overall management function for cash handling, we conducted on-site interviews with departmental employees involved in the cash handling process, reviewed the current County Cash Handling Policy and Petty Cash Procedures, and performed surprise cash counts at selected sites.

County Site/Department Surprise Cash Counts

We selected a sample of four County sites/departments (District Attorney Office, Public Works Department, Social Services Department, and Animal Services Department) to complete on-site surprise cash counts. The procedures performed included determining whether:

- Cash on hand was properly secured
- Cash drawers were locked when cash handlers were away from workstations
- Keys and combinations, as applicable, were properly secured and maintained separately from the cash drawers
- Each cash handler was assigned their own cash drawer
- Cash was stored in a locked fireproof location
- Cash base fund amounts were within established County limits for the department
- Receipts for all cash transactions were retained
- Cash on hand reconciled with the department's cash receipt system
- Overages and/or shortages were properly supported, and justification appeared reasonable, if applicable
- Voided transactions and refunds were properly supported and approved by the department supervisor and/or manager, if applicable
- Certification that cash reconciliations were prepared by one employee and independently reviewed by a different employee
- Daily cash reconciliations were reviewed, approved, and submitted to the Clerk-Treasurer
- Checks were restrictively endorsed by the department when received
- Cashiers confirmed base funds when opening a register and confirmed base funds when closing out for the day
- Cashiers had access to counterfeit pens and marked bills $20 and greater
- No more than two individuals had key access to petty cash
- "Received of Petty Cash" forms were available and used when distributing petty cash for purchases
- The last deposit complied with County policies
- Each department had signs for customers stating where customers can obtain a receipt if they do not receive one
- The Treasurer's Revenue Summary was reviewed and reconciled to the department's deposits for the most recent deposit date

III. FINDING AND RECOMMENDATION

1.	Finding	During the surprise cash counts, two of the four departments did not keep petty cash and customer transaction cash separate from each other, which could lead to a risk of loss or misappropriation of customer and County funds.
	Recommendation	The County should update its Petty Cash Resolution to distinguish petty cash from cash used for customer transactions to create more accountability and allow for easier tracking of funds.

During the surprise cash count, we observed that two of the four departments (Public Works Department and Social Services Department) tested did not have separate funds for petty cash and customer cash.

The County's Petty Cash Resolution adopted on July 7, 2022, states that "the purpose of the petty cash accounts is to enable various departments to have cash on hand for small purchases, or to establish a cash drawer for daily operations and certain special events." While it is acceptable to keep cash on hand for petty cash purchases and to maintain a base fund for customer transactions, these should be two separate sets of funds. Commingling these funds can make it difficult to track which funds pertain to petty cash and which funds pertain to customer transactions, which can also increase the risk of fraud, waste, and abuse.

The County should have separate accounts for customer funds and petty cash and should establish clear policies and procedures for managing each type of account. Customer funds should be held in a separate area that is dedicated solely to customer transactions and should be managed in accordance with applicable laws and regulations. Petty cash, on the other hand, should be managed in accordance with an updated County Petty Cash Resolution and only be used for authorized County expenses.

The County should issue an updated Petty Cash Resolution stating that, if a department wishes to have cash on hand for petty cash and customer transactions, these sets of funds must be kept separate from each other and be tracked separately. The Finance Department will need to make sure that departments are made aware of the updated Petty Cash Resolution and departments should make updates to their department-specific procedures as soon as possible. By keeping customer funds and petty cash separate, the County is helping to protect customer funds and ensure that petty cash is managed effectively and efficiently.

MANAGEMENT RESPONSE

In both cases, the departments have not used their petty cash funds as true petty cash for many years. Instead, they use it as change when customers pay with a larger bill. When they receive cash from customers in a larger denomination than the cost of the service, they use the petty cash to provide change to the customer. The cash for the transaction is then kept with the daily receipts and not in the petty cash drawer.

MANAGEMENT RESPONSE
While we do allow the use of the petty cash fund as a change fund, daily receipts should not be kept with the petty cash funds. We will continue to work with departments to ensure that these funds are kept separately.

IV. PROCESS IMPROVEMENT OPPORTUNITIES

County Requests for Identification

During our surprise cash count performed for the first and second quarters, we noted that two out of five departments requested a form of identification to enter the site to conduct our count. As part of the third quarter procedures, we obtained an official letter from Kathryn M. Lewis, Chief Financial Officer (CFO), stating that we were there to conduct a surprise cash count. The letter indicated that the departments were required to review the letter and verify two forms of identification from the auditors upon arrival.

For the third quarter surprise cash count, we noted that three out of the four departments did not confirm our identification after receiving and reviewing the official letter. As such, we recommend that the County update the Cash Handling Policies and Procedures to specifically require the need to identify third-party individuals requesting access to cash, even if an official letter is received. In addition, the County should require department employees who manage cash to review, sign, and date the policies as their acknowledgement of the new updates.

MANAGEMENT RESPONSE
We have reminded the Directors to request identification during surprise cash counts. Additionally, we have updated the authorization letter.

Check Endorsements

During the third quarter surprise cash count, we asked departments if they restrictively endorse customer checks upon receipt, and all four departments said that they do not restrictively endorse customer checks. Although this aligns with the current Cash Handling Policies and Procedures, we requested that the CFO verify with the Clerk-Treasurer that the process outlined in the Cash Handling Policies and Procedures is correct and aligns with the fact that checks are able to be deposited securely. If departments should be restrictively endorsing checks before depositing with the Clerk-Treasurer, then the Clerk-Treasurer should provide approved check endorsement stamps to departments that collect customer checks and the related policies should be updated accordingly.

MANAGEMENT RESPONSE
The county currently deposits checks electronically. When a check is electronically deposited, an endorsement is added electronically. In the past, the bank has been concerned that a stamped endorsement would interfere with the electronic endorsement. We will continue working with the Treasurer's office and our bank to improve this process.


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AGENDA ITEM NO. N.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: October 3, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Review and discussion to accept the Fiscal Year 2023-24 Fourth Quarter Surprise Cash Count Audit Final Report, as recommended by the Audit Committee. (Kathy Lewis and Moss Adams)

RECOMMENDED MOTION:
Accept the Fiscal Year 2023-24 Fourth Quarter Surprise Cash Count Audit Final Report as presented.

FINANCIAL IMPACT:
None

BACKGROUND:
Please see the Fiscal Year 2023-24 Fourth Quarter Surprise Cash Count Audit Final Report completed by Douglas County Internal Auditor, Moss Adams, attached. This report was presented and accepted by the Audit Committee on September 4, 2024.

ATTACHMENTS:
Douglas County Q4 Surprise Cash Count Report FINAL 7-31-24.pdf

FINAL REPORT

Douglas County, Nevada

FISCAL YEAR 2023–2024 FOURTH QUARTER SURPRISE CASH COUNTS

July 31, 2024

Moss Adams LLP
999 Third Avenue, Suite 2800
Seattle, WA 98104
(206) 302-6500

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I. EXECUTIVE SUMMARY

Douglas County (the County) requested that Moss Adams LLP (Moss Adams), as the County's internal auditor, perform quarterly cash counts for fiscal year 2023–2024 (July 1, 2023, through June 30, 2024). On June 13, 2024, Moss Adams conducted in-person surprise cash counts for the fourth quarter of fiscal year 2023–2024 to review key internal controls at selected County cash handling sites, including the Sheriff Department, Tahoe Department of Motor Vehicles, Tahoe General Services, and Tahoe Justice Court. The surprise cash counts focused on assessing specific on-site key internal controls over cash handling such as, but not limited to, cash receipts, deposits, security, storage, reconciliations, and recording.

This surprise cash count engagement was completed under the consultancy standards of the American Institute of Certified Public Accountants (AICPA). As such, this work was not an audit of internal controls that resulted in a formal opinion or other form of assurance.

Based on the surprise cash counts performed for the fourth quarter, we did not identify any findings related to the key internal controls over cash handling.

Commendations

Although the focus of these surprise cash counts was to identify opportunities for improvement, it is important to note the areas of commendable operations. The County should be commended for the following accomplishments:

- **Upstanding Security Practices:** Upon arrival at each department, the departments requested our driver's license and business cards to verify that our identities matched the individuals listed on the surprise cash count cover letter provided by the County's Chief Financial Officer. This demonstrates the departments' commitment to strong controls over the security of cash and prevention of allowing unauthorized individuals access to the department's cash fund.
- **Excellent Organization of Documentation:** During our surprise cash counts, we observed that the departments kept cash and records of all cash receipts in an organized manner and were able to provide us a reconciliation of the current cash balances without issue. The departments were also able to show us retrospective records with specific dates and transactions that were kept in case cash balances did not equal current balances. This demonstrates commitment to maintaining adequate record retention and organization within each department.

II. SCOPE AND METHODOLOGY

The scope of the surprise cash counts was focused on key cash handling internal controls. To obtain an understanding of the County's processes, controls, and overall management function for cash handling, we conducted on-site interviews with departmental employees involved in the cash handling process, reviewed the current County Cash Handling Policy and Petty Cash Procedures, and performed surprise cash counts at selected sites.

County Site/Department Surprise Cash Counts

We selected a sample of four County sites/departments (Sheriff Department, Tahoe Department of Motor Vehicles, Tahoe General Services, and Tahoe Justice Court) to complete on-site surprise cash counts. The procedures performed included determining whether:

- Cash on hand was properly secured
- Cash drawers were locked when cash handlers were away from workstations
- Keys and combinations, as applicable, were properly secured and maintained separately from the cash drawers
- Each cash handler was assigned their own cash drawer
- Cash was stored in a locked fireproof location
- Cash base fund amounts were within established County limits for the department
- Receipts for all cash transactions were retained
- Cash on hand reconciled with the department's cash receipt system
- Overages and/or shortages were properly supported, and justification appeared reasonable, if applicable
- Voided transactions and refunds were properly supported and approved by the department supervisor and/or manager, if applicable
- Certification took place that cash reconciliations were prepared by one employee and independently reviewed by a different employee
- Daily cash reconciliations were reviewed, approved, and submitted to the Clerk-Treasurer
- Checks were restrictively endorsed by the department when received
- Cashiers confirmed base funds when opening a register and confirmed base funds when closing out for the day
- Cashiers had access to counterfeit pens and marked bills $20 and greater
- No more than two individuals had key access to petty cash
- "Received of Petty Cash" forms were available and used when distributing petty cash for purchases
- The last deposit complied with County policies
- Each department had signs for customers stating where customers can obtain a receipt if they do not receive one
- The Treasurer's Revenue Summary was reviewed and reconciled to the department's deposits for the most recent deposit date

III. PROCESS IMPROVEMENT OPPORTUNITIES

Limited Petty Cash Access

During our surprise cash counts performed for the fourth quarter, we noted that the Sheriff Department has authorized four individuals—Budget Analyst, Accounts Specialist, Undersheriff, and Sheriff Secretary—to have access to the petty cash on hand. This number exceeds the total number of recommended individuals who should have access to petty cash per Douglas County Petty Cash Procedures 300.05, which is one to two.

As such, we recommend that the County reduce the number of individuals with access to petty cash to three—Budget Analyst, Accounts Specialist, and Undersheriff—due to the frequency of use of the petty cash funds for daily investigation operations. This should lower the risk of cash imbalances as there will be less people who can withdraw the cash from the safe.

MANAGEMENT RESPONSE

As stated, the cash policy recommends limiting the number of authorized individuals. In discussions with the Sheriff, the Sheriff's office is a 24-hour operation, and based on the operational need he feels it is appropriate for these four individuals to have access to the Petty Cash.

Customer Receipt Signage

During the fourth quarter surprise cash counts, we entered into the Tahoe Department of Motor Vehicles and Tahoe General Services, which are located in the same office, and did not identify any signage near the cashier's desk that included this statement, or a similar statement: "If a receipt is not provided, then the customer should contact the Treasurer or Finance Department." Signage for customers regarding receipts is considered a best practice to promote transparency and accountability across the County.

As such, we recommend the County send an email to all departments that receive customer receipts to remind them to verify that they have a sign near the cashier's desk with the statement "If a receipt is not provided, then the customer should contact the Treasurer or Finance Department." If a department does not have this signage, they should print one out and place it at the cashier's desk. This will help verify that customers are aware of where they can obtain a receipt for their transactions if they were not provided one at the County and help strengthen the County's transparency and accountability.

MANAGEMENT RESPONSE

In discussions with the Treasurer's office, they will send a reminder email to departments about posting a sign at their public counter letting customers know who to contact if they didn't receive a receipt.


MOSSADAMS

AGENDA ITEM NO. O.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: October 3, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Review and discussion to accept the Procurement Control Testing Final Report, as recommended by the Audit Committee. (Kathy Lewis and Moss Adams)

RECOMMENDED MOTION:
Accept the Procurement Control Testing Final Report as presented.

FINANCIAL IMPACT:
None

BACKGROUND:
Please see the Procurement Control Testing Final Report completed by Douglas County Internal Auditor, Moss Adams, attached. This report was presented and accepted by the Audit Committee on September 4, 2024.

ATTACHMENTS:
Douglas Co. Procurement Controls Testing Report - FINAL 7-26-24.pdf

FINAL REPORT

Douglas County, Nevada

PROCUREMENT INTERNAL CONTROLS TESTING

July 26, 2024

Moss Adams LLP
999 Third Avenue, Suite 2800
Seattle, WA 98104
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I. EXECUTIVE SUMMARY

Moss Adams LLP (Moss Adams) was contracted by Douglas County, Nevada (the County) to evaluate and test internal controls related to the County's procurement functions, including testing procurement purchase orders (POs) for proper approval, evaluating whether purchased goods were properly received, and reviewing quarterly budget reports for evidence of review. This project took place between November 2023 and January 2024.

We completed the internal controls testing under the consultancy standards of the American Institute of Certified Public Accountants (AICPA). As such, this work was not an audit of internal controls that resulted in a formal opinion or other form of assurance.

Although the focus of this assessment was to identify opportunities for improvement, it is important to note the areas of commendable operations. Based on the procedures performed, we did not identify any findings that rise to the level of a reportable observation in this report. The County should be commended for the following accomplishments:

- **Staff Knowledge of Procurement Controls:** The County's staff demonstrated a strong understanding of key procurement internal controls during our interviews, providing clear and concise responses.
- **Design and Implementation of Controls:** The design of most procurement internal controls appeared appropriate, and our tests confirmed a robust internal control structure within the County.
- **Responsiveness of Staff and Willingness to Help:** County staff were prompt and diligent in responding to our requests, providing additional documentation and answering questions. This responsiveness allowed us to keep the project moving forward and on schedule.
- **POs Monitoring:** The Finance Department completed commendable monitoring of departments' procurement use and maintained documentation to demonstrate this monitoring. This monitoring included following up on missing purchase support from departments and examining for instances of split purchases.

II. SCOPE AND METHODOLOGY

The scope of this project was focused on key internal controls related to the County's procurement transactions, due diligence and approvals, and monitoring. To obtain an understanding of the County's processes, controls, and overall management function for procurement, we conducted interviews with employees specifically within the Finance and Purchasing departments and reviewed the existing Douglas County Procurement and Purchasing Policy.

The procedures performed included:

- **PO Approvals by Dollar Thresholds:** We obtained a listing of all POs for fiscal year 2022–2023 (the PO listing). Using the PO listing, we randomly selected a sample of 12 POs between $0 and $10,000 and nine POs between $10,000 and $50,000, for a total sample size of 21.
    - For the 12 POs between $0 and $10,000, we obtained supporting documents to verify that the POs had evidence of proper approval based on the set dollar threshold amount.
    - For the nine POs between $10,000 and $50,000, we obtained supporting documents to verify that the POs had evidence of proper approval based on the dollar threshold amounts and verified that the County relied on the most current vendor quotes when initiating a PO. If the vendor quotes were not current, we verified that the County made efforts to obtain an updated quote from the vendor with updated pricing.
- **Professional Service Contracts:** We obtained the PO listing and filtered for all service contracts from fiscal year 2022–2023. Using the PO listing, we haphazardly selected three transactions, obtained all supporting documentation available, and tested to determine the following:
    - POs were approved by the appropriate individual based on dollar threshold amounts.
    - The purchasing employee obtained the qualifying number of quotes from vendors.
    - A responsible reviewer was assigned by the Department to monitor the professional services to be provided.
    - Professional services were aligned with the Nevada Revised Statutes (NRS) 89.020 definition.
- **Change Orders:** We obtained a listing of all change orders less than or equal to $10,000 within fiscal year 2022–2023 (the Change Order Listing). Using the Change Order Listing, we randomly selected five transactions. We obtained all supporting documentation available to verify that the change order requests were properly approved based on the dollar threshold amounts set by the Douglas County Procurement and Purchasing Policy.
- **Goods Received:** We obtained a listing of all goods purchased through a PO within fiscal year 2022–2023. Using this listing, we randomly selected six transactions. We obtained all supporting documentation available to verify that the goods were received, requested, and approved for payment by different employees.
- **Returns, Refunds, and Credits:** We obtained a listing of all returns, refunds, and vendor credits issued in fiscal year 2022–2023 (the refund and credit listing). Using the refund and credit listing, we randomly selected three refund and five credit transactions. We obtained all supporting documentation available to verify that the refunds and credit requests were audited by the Finance department, and that the journal entries were applied to the original invoice.
- **Invoice Batch Reviews:** We randomly selected two invoice batch reviews for the weeks of July 1, 2022 and July 8, 2022 and obtained all supporting documentation available to verify that the

invoice batch reviews were completed by the Finance department and approved by the Treasurer.

- **Open POs Reconciliations:** We judgmentally selected four departments (Public Works, County Manager, Community Services, and Town of Minden) and obtained all supporting documentation to verify that the departments received and reviewed the Open POs spreadsheet for fiscal year 2022-2023.
- **Quarterly Budget Reviews:** Using the same four department selections as the Open POs reconciliations, we also obtained all supporting documentation available to verify that the departments' quarterly budgets were reviewed for the second and fourth quarters of fiscal year 2022-2023.

III. PROCESS IMPROVEMENT OPPORTUNITIES

Moss Adams identified process improvement opportunities because of this internal control testing project. The table below summarizes these opportunities.

	CATEGORY	PROCESS IMPROVEMENT OPPORTUNITIES
1	**Change Orders**	During our testing of change orders, we identified that one of the five sample selections tested had multiple change order requests. The total amount of these orders ($43,175) exceeded the director's approval dollar threshold amount of $10,000 although the original contract was properly approved. In addition, we identified the Douglas County Procurement and Purchasing Policy lacks a section to address change order policies and procedures. The County should consider updating the Douglas County Procurement and Purchasing Policy to include change order policies and procedures. It should include the requirement of authorizing signatures for change orders that exceed the required dollar threshold amount individually or in total with other change orders to ensure there are no gaps and to better limit the possibility that departments circumvent controls.
2	**Returns, Refunds, and Credits**	During our testing of refund and credit transactions, we identified one of the eight sample selections tested did not receive an audit; however, there is currently no dollar threshold set for refund and credit transactions to determine when an audit is required. The County should develop a dollar threshold amount audit requirement for refund and credit transactions to define the minimum dollar amount that would require an audit. This threshold will help to strengthen the County's oversight of refund and credit transactions.
3	**Quarterly Budget Review**	Based on our testing of quarterly budget reviews, it was determined the date and signature of reviewers were not required to verify reviews took place. Evidence of review was documented via highlights throughout the Expense Budget Performance Reports spreadsheet and corresponding comments in the columns. The County should update the budget review process to require a signature and date by the reviewing employee to ensure that proper records exist as evidence of a completed and timely budget review.
4	**Bid/Request for Proposals (RFP)**	Based on interviews performed and per review of the Douglas County Procurement and Purchasing Policy, a County-wide standard for the bid and RFP issuance process does not exist, and each department develops and relies on their own standards when issuing a bid or RFP. The County should develop County-wide policies and procedures for the bid and RFP issuance process that will include, but not be limited to solicitation requirements, interview requirements, score sheets, and a review/acceptance process. This will help ensure that all departments are following the same standards when solicitating services and/or goods and will prevent possible non-compliance with state and federal procurement requirements.

	CATEGORY	PROCESS IMPROVEMENT OPPORTUNITIES
5	**Receiving Goods**	Based on interviews performed and per review of the Douglas County Procurement and Purchasing Policy, there are no current County-wide policies or procedures for receiving goods or partially received goods. The County should develop a receiving log to be used by each department that receives goods to ensure that documentation of the receiver, purchaser, and payment issuer are all separate individuals. This log will help to implement segregation of duties and help mitigate the risk of fraud, waste, or abuse. In addition, the County should develop policies and procedures for partially received goods that will provide guidance to receiving employees on how to document partially received goods and request partial payments.
6	**Vendor Listing**	Based on interviews performed and per review of the Douglas County Procurement and Purchasing Policy, a list of authorized vendors is not maintained within the Finance department. The County should develop a process that will require all departments to develop and maintain a listing of authorized and unauthorized vendors to ensure that pre-approved/approved vendors and debarred/suspended vendors are easily identifiable to help mitigate the risk of non-compliance with state and federal procurement requirements.
7	**Split-Orders**	Based on interviews performed and per review of the Douglas County Procurement and Purchasing Policy, split-order trainings are only provided to the Finance department. A County-wide training on split-orders should be considered to ensure that all employees who are responsible for contracting and/or purchasing are aware of the potential risk of split-orders and help mitigate the risk of vendors attempting to circumvent controls.
8	**Sole Source**	From our interviews and review of the Douglas County Procurement and Purchasing Policy, we found that departments initiate sole source purchases using a specific form, which is then submitted to Finance for approval. While the Comptroller and District Attorney's Office can assist with determining if a procurement of goods or services qualifies as a sole source purchase, there is no requirement for departments to document their attempts to obtain competitive bids if the original solicitation fails. We recommend the County revise the sole source requirements. Departments should be required to provide evidence of their efforts to solicit bids from other vendors for similar goods or services. This will mitigate the risk of fraud, waste, and abuse through favoritism of a single vendor and to support fair and open competition.

IV. MANAGEMENT RESPONSES

	CATEGORY	MANAGEMENT RESPONSES
1	**Change Orders**	Finance will review change orders to determine their nature. If the nature is a blanket Purchase Order, the total of the change order will be assessed, the approval level will be determined, and then we will proceed accordingly. For any change order related to a non-blanket order type Purchase Order, Finance will ascertain if the department has the authority for the change order. We agree that the procurement policy should be updated to better align with our current practice.
2	**Returns, Refunds, and Credits**	We feel all refund and credit transactions should receive the same audit as expenditures within the county, we will work to ensure all refund and credit transactions are audited appropriately.
3	**Quarterly Budget Review**	We agree and will implement this change in Finance Department's process.
4	**Bid/Request for Proposals (RFP)**	We agree that the county should develop better guidance for creating a bid or an RFP. However, given the size of our county, we do not believe that a standard RFP would be beneficial. The guidance would include assistance from our District Attorney's office and Finance Department.
5	**Receiving Goods**	Even though we request that departments document the receipt of goods and submit that documentation with their voucher for payment, we have not outlined this requirement in our purchasing policy. We agree to include it in our purchasing policy.
6	**Vendor Listing**	The vendors that in our financial system include vendors we have paid throughout the decades. At times, departments might want to use a vendor that has not been used in a while and not updated in our system. Before payment is made, finance determines the vendor information needs to be updated. In addition, to avoid working with vendors on the state's debarment list, Finance will monitor the list. When using federal funds, departments will monitor the vendor departments as part of the federal grant monitoring process. We agree that this process should be documented in our procurement manual.
7	**Split-Orders**	We agree that the Finance department should provide training on the County Procurement Policy, specifically addressing the consequences of splitting orders to avoid following provisions of the procurement policy.
8	**Sole Source**	We concur our guidance for sole source purchasing can be strengthened. The review during the IRC (Internal Review Committee's) review of all purchases over $10,000 includes the review of any sole source contracts and if it is appropriate and allowed. We will document this process so departments know the requirements of a sole source contract.


MOSSADAMS

AGENDA ITEM NO. P.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: October 3, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion to: 1. Accept a $107,182.77 Grant Award from the State of Nevada, Department of Health & Human Services, Aging & Disability Services Division (ADSD) Office of Community Living for the grant period of July 1, 2024, through June 30, 2025; 2. Adopt **Resolution 2024R-102** augmenting the Fiscal Year 2024-25 budget in the amount of the grant award; and 3. Authorize the County Manager to sign any required documents. (Nicole Thomas)

RECOMMENDED MOTION:
Accept a $107,182.77 Grant Award from the ADSD Office of Community Living and adopt Resolution 2024R-102 as presented, and authorize the County Manager to sign any required documents.

FINANCIAL IMPACT:
Resolution 2024R-102 will augment the budget in the Public Guardian's Office by $107,747.24, which is the amount of the grant award. The County matching requirement of $16,077 is budgeted for as part of the transfer from the Assistance to Indigents Fund (215) to the Public Guardian's Office. The grant award and grant forms packet have been reviewed by the Grants Administrator, and a project number has been assigned (25F07). The project number will be used to track all revenues and expenses related to this grant award.

BACKGROUND:
This grant is administered by the State of Nevada Aging and Disability Services Division. The grant funds will be used to fund a Deputy Public Guardian and a Case Manager position. These positions will perform various professional level functions to protect, preserve, manage and dispose of the estate of a protected person or client in accordance with all legal regulations and in the best interests of the client. The Deputy Guardian position will provide oversight and execution of the Representative Payee Program by acting as a Representative Payee and will oversee the fiscal controls of the program. The Case Manager position will provide day to day operation of the program, grant management, and assist in preparing and reviewing accountings for clients to identify needs and assess living situations.

The grant forms packet has been submitted to the County's grants administrator, who has reviewed the packet and assigned a project number to the grant award, 25F07. the project number will be used to track all revenues and expenses related to the grant. The grant period is July 1, 2024, through June 30, 2025.

ATTACHMENTS:
Resolution 2024R-102.pdf
04-000-21-LX-25 NOSA R1.pdf

RESOLUTION NUMBER 2024R-102

RESOLUTION AUGMENTING DEPARTMENT
101
2024-2025 FISCAL YEAR BUDGET

WHEREAS, there is a need to revise the budget to reflect revised revenues and expenditures to the County as follows:

Project: ADSD Homemaker Grant - Representative Payee Services - FY25
Project # 25F07

Revenue		
101-000 331.500	Grant Revenue - Federal	107,182.77
	TOTAL REVENUES	107,182.77
Expenditures		
Various	Salaries & Benefits	100,747.24
101-327 540.010	Grants-Services & Supplies	6,435.53
	TOTAL EXPENDITURES	107,182.77

NOW, THEREFORE, BE IT RESOLVED THAT the 2024-2025 Fiscal Year budget is herein amended.

Adopted this 3rd day of October, 2024 by the following vote:

VOTE: Ayes Commissioners: _____

_____

_____

_____

_____

Nays Commissioners: _____

_____

Absent Commissioners: _____

_____

_____
Wesley R. Rice, Chairman
Douglas County Board of Commissioners

ATTEST:

_____
Amy Burgans
Douglas County Clerk-Treasurer

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

Agency Ref. #: **04-000-21-LX-25**
Budget Account: 3140 | 3278
Category: 14 | 27
GL: 8580
Job Number: N/A | TBD

NOTICE OF SUBAWARD

Program Name: ADSD Office of Community Living (OCL) Grants Management Contact Name: Shawna Eggleston, Shawna@adsd.nv.gov	**Subrecipient's Name:** Douglas County Contact Name: Jenifer Davidson, County Manager / JRDavidson@douglasnv.us
Address: 3208 Goni Road, #I-181 Carson City, NV 89706	**Address:** PO Box 3000 Minden, NV 89423
Subaward Period: 07/01/2024 - 06/30/2025 **Subaward Type**: Categorical	**Subrecipient's:** **EIN:** 88-6000031 **Vendor #:** T40174400 **UEI:** KE5GF37F6F95

Purpose of Award: Fiscal Year 2025 funding to provide In Home Services - Representative Payee Services to individuals deemed eligible per the ADSD Service Specifications.

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

Approved Budget Categories:	
1. Personnel	**$100,747.24**
2. Travel	**$0.00**
3. Operating	**$2,335.53**
4. Equipment	**$4,100.00**
5. Contractual/Consultant	**$0.00**
6. Other	**$0.00**
TOTAL DIRECT COSTS	**$107,182.77**
7. Indirect Costs	**$0.00**
TOTAL APPROVED BUDGET	**$107,182.77**

AWARD COMPUTATION:

Total Obligated by this Action:	$	107,182.77
Cumulative Prior Awards this Budget Period:	$	0.00
Total Federal Funds Awarded to Date:	$	59,632.88
Total State Funds Awarded to Date:	$	47,549.89
Total Funds Awarded:	$	**107,182.77**
Match Required ☒ Y ☐ N		
Amount Required this Action:	$	16,077.00
Amount Required Prior Awards:	$	0.00
Total Match Amount Required:	$	**16,077.00**

Research and Development (R&D) ☐ Y ☐ N
Federal Budget Period:
TBD
Federal Project Period:
TBD

FOR AGENCY USE, ONLY

Source of Funds:	**% Funds:**	**CFDA:**	**FAIN:**	**Federal Grant #:**	**Federal Grant Award Date by Federal Agency:**
Independent Living Grant (ILG), 3140.14 (3140.14 / N/A, $47,549.89)	44%	N/A	N/A	N/A	N/A
Nevada Department of Health and Human Services (DHHS): Social Servies Block Grant (SSBG); Title XX, 3278.27 (MOU#TBD) (3278.27 / TBD, $59,632.88)	56%	93.667	TBD	TBD	TBD

Agency Approved Indirect Rate: N/A
Subrecipient Approved Indirect Rate: N/A, not requested

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

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

Authorized Subrecipient Official's Name, Title:	Signature	Date
Jenifer Davidson, County Manager -OR- Authorized Signer (Print Name and Title): _____		
Jeffrey S. Duncan, Agency Manager For Dena Schmidt, ADSD Administrator		09/09/2024

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

SECTION A

GRANT CONDITIONS AND ASSURANCES

General Conditions

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

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

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

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

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

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

Grant Assurances

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. 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.

16. 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

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

Scope of Work for Douglas 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	10th calendar day following the month of service	
Request for Reimbursement	15th calendar day following the month or quarter of service	
Request for Reimbursement – Advance	15th calendar day before the month of service	
Quarterly Report	30th calendar day following the quarter of service	
General Service Specifications	Ongoing throughout subaward period – General guidelines for service provision	
In Home Services - Representative Payee Service Specifications	Ongoing throughout subaward period – Service-specific guidelines for service provision	
NV DHHS Grant Instructions and Requirements (GIRS) - and - ADSD Requirements and Procedures for Grant Programs (RPGPs)	Ongoing throughout subaward period – General guidelines for management of the subaward GIRS: https://dhhs.nv.gov/uploadedFiles/dhhsnvgov/content/Programs/Grants/GrantInstructionsandRequirementsRevisedOctober2020.pdf RPGPs: https://adsd.nv.gov/uploadedFiles/agingnvgov/content/Programs/Grant/FiscalRequirements.pdf	
Quality Improvement and Efficiency	Ongoing throughout subaward period	
Provision of service as described in the approved subaward application	Ongoing throughout subaward period	

ADSD Work Plan

Goal 1 (Outreach): *Ongoing Services*

Objective(s)	Activities/Strategies	Timeline	Evaluation Tool
1.1 Ensure outreach to the senior citizen community that a Representative Program is available within our community.	Network with community Social Security, senior centers, community agencies, insure proper outreach on brochures/pamphlets, NV 211	09/01/2024	Documentation from Timely, Drivers Note, and QuickBooks, including social security paperwork and authorizations, including partner referral tracking and sign in sheets for training. Additionally, case plans, quarterly tracking and client screening tools at each quarter.
1.2 Ensure outreach to community service partners such as financial institutions.	Invite financial institutions to quarterly trainings. Provide flyers and education pamphlets to financial institutions who are usually the first line of defense in seeing cognitive and financial exploitation.	12/01/2024	Documentation from Timely, Drivers Note, and QuickBooks, including social security paperwork and authorizations, including partner referral tracking and sign in sheets for training. Additionally, case plans, quarterly tracking and client screening tools at each quarter. Social Services will identify referral source to see effectiveness of outreach.
1.3 Ensure outreach to Douglas County Sheriffs Organization/MOST.	Complete quarterly trainings to DCSO to ensure they have the resources to refer clients who may be struggling in the community.	12/01/2024	Documentation from Timely, Drivers Note, and QuickBooks, including social security paperwork and authorizations, including partner referral tracking and sign in sheets for training. Additionally, case plans, quarterly tracking and client screening tools at each quarter. Social Services will identify referral source to see effectiveness of outreach.

Projected Output	Expected Outcomes
Number of Events: 3 events each quarter	Douglas County Senior Center serves up to 350 seniors per day. Trainings by the Public Guardian usually bring in 50 to 100 participants. In these trainings we plan to reach 50 to 100 seniors per quarter.
Number of People Reached: 50-200 per quarter	Douglas County has 11 financial institutions that participate in identifying clients who many need Representative Payee ship and as part of their fraud for seniors can advocate on behalf of their clients. We expect these trainings

	to be well attended at 2-4 financial institutions representing their companies at each training.
	DCSO is the boots on the ground providing services to Douglas County Residents. As part of the MOST Team, clients who may be experiencing trauma and difficulty paying their bills will be seen by the MOST team on the average of 1 time per week. We expect that 2-3 referrals will come per quarter from the MOST Team and DCSO.

Goal 2 (Service Delivery):

Objective(s)	Activities/Strategies	Timeline	Evaluation Tool
1.1 Offer Representative Payee Services to 40 clients age 60 and older,	Meet regularly with each client, establish a budget, explain the expense to the client, help client find other services if needed, help with any applications that need filled out for other benefits, help client with any medical treatments and negotiate the best possible deal for the clients well-being.	12/31/2024	Documentation from Timely, Drivers Note, and QuickBooks, including social security paperwork and authorizations, including partner referral tracking and sign in sheets for training. Additionally, case plans, quarterly tracking and client screening tools at each quarter.
1.2 Offer Representative Payee/Trustee Services to 3 QIT qualified Medicaid clients.	Offer Representative Payee/Trustee Services to 3 QIT qualified Medicaid clients and maintain Medicaid compliance as well as Institutional Patient Liability/Patient Trust monthly payments.	10/01/2024	Documentation from Timely, Drivers Note, and QuickBooks, including social security paperwork and authorizations, including partner referral tracking and sign in sheets for training. Additionally, case plans, quarterly tracking and client screening tools at each quarter.
1.3			

Projected Output	Expected Outcomes
Number of Unduplicated Clients: 40	Offer Representative Payee services to 40 clients over a 12-month period. Meet or exceed Projected Output Measures as submitted in the approved subaward application.
Number of Units: 12 months	Offer Qualified Income Trusts to 3 or more Medicaid Clients.
% Underserved Populations: 4%	

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

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

SECTION C

Budget and Financial Reporting Requirements

Identify the source of funding on all printed documents purchased or produced within the scope of this subaward, using a statement similar to: "This publication (journal, article, etc.) was supported by the Nevada State Department of Health and Human Services through Grant Number 04-000-21-LX-25 from the Aging and Disability Services Division (ADSD). Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department nor ADSD.

Any activities performed under this subaward shall acknowledge the funding was provided through the Department by Grant Number 04-000-21-LX-25 from Aging and Disability Services Division (ADSD).

Subrecipient agrees to adhere to the following budget:

Applicant Name:	Douglas County	**Type of Service:**	Ancilary
		Type of Subaward (Fixed-Fee or Categorical), if known:	Categorical

ADSD Subaward Application
PROPOSED BUDGET NARRATIVE

Personnel Costs					Fringe Only: $37,976.37	**Total: $100,747.24**
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. New Position, Case Manager, PCN TBD **B.** *PERS, Medical, Dental, Vision, Medicare, Unemployment, Workers Compensation, Performs various paraprofessional level functions to protect, preserve, manage and dispose of the estate of a protected person or client in accordance with all legal regulations and in the best interests of the client. Contacts and interviews any involved parties to obtain information for formulating program/service eligibility. Assists in preparing and reviewing accountings for clients to identify needs and assess living situations. Assesses available community resources and other factors to develop an appropriate service plan. Utilizes departmental guidelines and state regulations to determine/confirm eligibility for programs and services. Explains departmental and program rules, regulations and procedures to clients and assists them with the preparation of applications for assistance. Manages assets of a protected person/client with emphasis on balancing income against expenditures to meet all criteria or participation from outside income and service providers. Disperses payments to representatives' payees and assists with the inventory of protected persons/clients' personal property. Reviews legal documentation for accuracy such as spelling, correct case information, etc. Provides case management assistance to the Public Guardian, Deputy Guardian and/or Licensed Social Worker including but not limited to preparing letters and completing various forms for protected persons/ clients as assigned. Maintains complete and accurate case notes; maintains accurate records and files. Will run and maintain the financial function of the Representative Payee Program.*	$55,556.80	60.50%	60.000%	12.00	$53,501.20
A. New Position, Deputy Guardian, PCN TBD **B.** *PERS, Medical, Dental, Vision, Medicare, Unemployment, Workers Compensation, Performs various paraprofessional level functions to protect, preserve, manage and dispose of the estate of a protected person or client in accordance with all legal regulations and in the best interests of the client. Contacts and interviews any involved parties to obtain information for formulating program/service eligibility. Assists in preparing and reviewing accountings for clients to identify needs and assess living situations. Assesses available community resources and other factors to develop an appropriate service plan. Utilizes departmental guidelines and state regulations to determine/confirm eligibility for programs and services. Explains departmental and program rules, regulations and procedures to clients and assists them with the preparation of applications for assistance. Manages assets of a protected person/client with emphasis on balancing income against expenditures to meet all criteria or participation from outside income and service providers. Disperses payments to representatives' payees and assists with the inventory of protected persons/clients' personal property. Reviews legal documentation for accuracy such as spelling, correct case information, etc. Provides oversight and execution of the Reprsentative Payee Program, acting as the Representative Payee for purposes of the SSA, oversees fiscsal controls of the program. Opens and closes bank accounts related to the Representative Payee Program.*	$60,694.40	60.50%	48.500%	12.00	$47,246.04

Operating	Total:	$2,335.53
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:**
Desk, Chair. Telephone, other furniture/supplies for 1 deputy guardian, Sauder Palladia L-Shaped Desk, L: 68.74" x W: 65.12" x H: 29.61", Split Oak finish $498, VIVO 36 inch Height Adjustable Stand Up Desk Converter, V Series, Quick Sit to Stand Tabletop Dual Monitor Riser Workstation, Black, DESK-V000V $169, Executive Chair Heavy Duty Extra Wide Seat, High Back Ergonomic Computer Chair Large Comfy Desk Chair Tilt Rock Adjustable Headrest, Black $269.99 plus shipping. Total Cost= $936.99 plus shipping $64.23		$1,001.22
Cell phone purchase for Representative Payee Emergency Line for deputy guardian, ATT Iphone 15, with cell phone service including internet and access to Microsoft Word, Excell and Microsoft 360. 39.99 per month for 1 months x 12 months = 479.88 total + $379.11 for phone = $858.99		$858.99
Bonding for 2 employees, $100,000 Western Surity bond through Reed Insurance		$475.32
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
Justification: *(Enter below, expand row as needed) Provide narrative to justify purchase of meals, snacks, large expense or unusual budget items. Include details how budget item supports deliverables of the project.*		

Equipment	Total:	$4,100.00
List equipment to purchase or lease costing $5,000 or more, and justify these expenditures. Also list any computers or computer-related equipment to be purchased regardless of cost. Equipment costing less than $5,000 should be listed under Operating. Justify these items.		
Enter Description(s) Below:		**Amount:**
New Computer Setup 1 case manager, Desk Phone: $250, Laptop: $1300, Monitor Dock: $300, Standard Monitor: $200 (Total $2050.00)		$2,050.00
New Computer Setup 1 Deputy Guardian, Desk Phone: $250, Laptop: $1300, Monitor Dock: $300, Standard Monitor: $200 (Total $2050.00)		$2,050.00
		$0.00
		$0.00
		$0.00

TOTAL DIRECT PROJECT COSTS	$107,182.77

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. Indirect/administrative expenses do not apply to fixed-fee subawards or portions of subawards. Indirect expenses must be applied using the agency's Federal Indirect Cost Rate (FICR) or Modified Total Direct Costs (MTDC) which excludes capital expenditures and items such as pass-through funds, major subcontract(s) etc. over the first $25,000 in that category, as applicable. Reference the Grant Instructions and Requirements GIR-20-12.		
Choose ONE type of rate according to funding source and provide calculation or explanations:		**RATE:**
1. Independent Living Grant (ILG)/FHN State Funds: **8%**		
2. Federal/Other State Funding: **10%** de minimis (Modified Total Direct Costs - MTDC)		
3. 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	$107,182.77

ADSD Subaward Application
PROPOSED BUDGET SUMMARY

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	$107,182.77	$16,077.00	$0.00	$0.00	$0.00	$0.00	$0.00	$123,259.77
EXPENSE CATEGORY								
Personnel	$100,747.24	$16,077.00						$116,824.24
Travel	$0.00							$0.00
Operating	$2,335.53							$2,335.53
Equipment	$4,100.00							$4,100.00
Contractual/Consultant	$0.00							$0.00
Other Expenses	$0.00							$0.00
Indirect	$0.00							$0.00
TOTAL EXPENSE	**$107,182.77**	**$16,077.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$123,259.77**
These boxes should equal zero	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

Total Indirect Cost	$0.00	Total Program Budget	$123,259.77
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 will come from General Fund 101-327, Secured

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.

Sliding fee scale for non indigent clients

- 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 $107,182.77;
- 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.

SECTION D
Request for Reimbursement (RFR)

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

Agency Ref #
Budget Account:
GL:
Draw #:
CFDA #

Financial Status Report and Request for Reimbursement

Program Name:	**Subrecipient Name:**
ADSD PAC Unit, Grants Management	
Program Address:	**Subrecipient Address:**
3208 Goni Road, #I-181, Carson City, NV 89706	
Subaward Period:	**Subrecipient's:**
{Enter Subaward Period}	**EIN:**
{Enter Service}	**Vendor #:**
{Enter type of subaward - Categorical or Fixed-Fee}	

FINANCIAL REPORT AND REQUEST FOR REIMBURSEMENT

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

Month(s):
Calendar Year:

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

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

Additional Financial Reporting - All Award Types

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

Additional Financial Reporting - Fixed-Fee Awards Only

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

☐ N/A

Advance Payment Reconciliation

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

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

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

OFFICE USE ONLY - DHHS - ADSD OFFICE USE ONLY

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

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

Payment Breakdown:

BA.CAT / JOB#	Amount
	$
	$
N/A	$
N/A	$
N/A	$
N/A	$
N/A	$
TOTAL	**$ -**

For Reference Only

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

SECTION E

Audit Information Request

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

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

SECTION F

Notification of Utilization of Current or Former State Employee

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

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

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

NO ☐

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

Name	Services

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

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

SECTION G

Confidentiality Addendum

BETWEEN

Nevada Department of Health and Human Services

Hereinafter referred to as "Department"

and

Douglas County

Hereinafter referred to as "Subrecipient"

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

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

NOW, THEREFORE, Department and Subrecipient agree as follows:

I. DEFINITIONS

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

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

II. TERM

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

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

IV. PERMITTED USES AND DISCLOSURES OF INFORMATION BY SUBRECIPIENT

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

V. USE OR DISCLOSURE OF INFORMATION

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

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

VI. OBLIGATIONS OF SUBRECIPIENT

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

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

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

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

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

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

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 Douglas County (referred to as "Subrecipient").

Program Name	ADSD Grants Management	**Subrecipient Name**	Douglas County
Federal Grant Number	TBD	**Subaward Number**	04-000-21-LX-25
Federal Amount	$59,632.88	**Contact Name**	Jenifer Davidson, County Manager
State Amount	$47,549.89	**Address**	PO Box 3000 Minden, NV 89423
Non-Federal (Match) Amount	$16,077.00		
Total Award	$107,182.77		
Performance Period	07/01/2024 - 06/30/2025		

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	**$107,182.77**
Required Match Percentage	**15%**
Total Required Match	**$16,077.00**

Approved Budget Category		Budgeted Match
1	Personnel	$16,077.00
2	Travel	$0.00
3	Operating	$0.00
4	Contract/Consultant	$0.00
5	Other	$0.00
6	Indirect Costs	$0.00
	Total	**$16,077.00**

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

AGENDA ITEM NO. Q.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: October 3, 2024

TIME REQUIRED:

AGENDA: **CONSENT CALENDAR**

TITLE:
For possible action. Discussion to approve $1,033 in additional funding from the U.S. Department of Justice, Drug Enforcement Administration (DEA) Tactical Diversion Task Force, available from October 1, 2024, to September 30, 2025, to reimburse the overtime wages of a Douglas County Sheriff's Office Deputy assigned to work with the DEA on the Tactical Diversion Task Force; and adopt **Resolution 2024R-111** augmenting the Sheriff's Office budget in this amount. (Undersheriff Elges)

RECOMMENDED MOTION:
Approve $1,033 in additional funding from the DEA Tactical Diversion Task Force as presented and adopt Resolution 2024R-111 augmenting the Sheriff's Office budget in this amount.

FINANCIAL IMPACT:
The DEA has increased the funding for this program from the originally approved amount of $20,707.50 to $21,740.50, creating the additional funding for reimbursement of $1,033. There are no matching funds required with this agreement.

BACKGROUND:
The Douglas County Sheriff's Office's agreement with the DEA was approved by the Douglas County Board of Commissioners on August 15, 2024. This submission for approval is for the additional funding that the DEA has provided for this reimbursement program.

ATTACHMENTS:
Notice of Funding.pdf
Resolution 2024R-111.pdf

Kirsten Scheetz

From: Taylor, Ashley N <Ashley.N.Taylor@dea.gov>
Sent: Tuesday, September 10, 2024 11:50 AM
To: Kirsten Scheetz
Subject: RE: FY 2024 and FY 2025

CAUTION: This email originated from outside of the organization. If you did not expect to receive something from this sender - we suggest you call the sender to verify (only if you know the sender).

Otherwise - Do not click links or open attachments unless you recognize the sender and know the content is safe. You should almost NEVER be prompted to enter your login credentials as a result of opening or clicking anything.

Everything looks good. I will send this over to LA for processing. If there is anything else they need, I will let you know.

Also, for your records, I have a calculator in excel to keep track of OT so they don't go over their allotted amount.
Adam will have $21,740.50 for 10/1/24 – 9/30/25

Thank you,

Ashley Taylor

Office Assistant
Task Force Officer POC | Property Custodian
Imprest Funds Cashier |Safety Officer | Tech Ops | Security

Drug Enforcement Administration | Reno RO
8790 Double Diamond Parkway, Reno NV 89521
Office: 571-387-3402 Cell: 775-691-3514

RESOLUTION NUMBER 2024R-111

RESOLUTION AUGMENTING DOUGLAS COUNTY SHERIFF'S OFFICE
101-226
2024-2025 FISCAL YEAR BUDGET

WHEREAS, there is a need to revise the budget to reflect revised revenues and expenditures to the County as follows:

Project: DEA Tacitical Diversion Task Force Agreement — Additional $1,033.00 funding
Project # 25G06

	Revenue		
	101-000 331.500	Grant Revenue - Federal	-
	101-000 331.510	Grant Revenue - State	1,033.00
	101-000 360.300	Grant Revenue - Non Govt.	
		TOTAL REVENUES	1,033.00
	Expenditures		
	Various	Salaries & Benefits	1,033.00
	101-226 511.150	Grant Match - Salary	-
	101-226 511.999	Grant Match - Salary Offset	-
	101-226 540.010	Grants-Services & Supplies	-
	101-226 541.501	Grant Match - Serv & Supplies	-
	101-226 533.999	Grant Match - Serv & Supplies	-
	101-226 562.100	Grants-Capital Outlay	-
Match	101-226 562.110	Grant Match - Capital Outlay	-
		TOTAL EXPENDITURES	1,033.00

NOW, THEREFORE, BE IT RESOLVED THAT the 2024-2025 Fiscal Year budget is herein amended.

Adopted this 3rd day of October 2024 by the following vote:

VOTE: Ayes Commissioners: _____

_____

_____

_____

_____

Nays Commissioners: _____

_____

Absent Commissioners: _____

_____

_____
Wesley Rice, Chairman
Douglas County Board of Commissioners

ATTEST:

_____
Amy Burgans
Douglas County Clerk-Treasurer

AGENDA ITEM NO. 1.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: October 3, 2024

TIME REQUIRED:

AGENDA: **ADMINISTRATIVE AGENDA**

TITLE:
For presentation only. Presentation of **Proclamation 2024P-113** declaring October 2024 as Breast Cancer Awareness Month. (Commissioner Gardner)

RECOMMENDED MOTION:
Presentation only.

FINANCIAL IMPACT:
None

BACKGROUND:
The Douglas County Board of Commissioners, on behalf of the citizens and employees of Douglas County, express their sincere continued support to fight breast cancer by declaring October as Breast Cancer Awareness Month.

ATTACHMENTS:
Proclamation 2024P-113 Breast Cancer 8.5x11.pdf

PROCLAMATION

DOUGLAS COUNTY BOARD OF COMMISSIONERS

PROCLAMATION 2024P-113 DECLARING OCTOBER 2024 AS BREAST CANCER AWARENESS MONTH

WHEREAS, Breast cancer is the second most commonly diagnosed form of cancer for women in the United States and remains the second leading cause of cancer death among American women; although men can be diagnosed as well;

WHEREAS, mammography, an "x-ray of the breast," is recognized as the single most effective method of detecting breast changes long before physical symptoms can be seen or felt. Early detection and improved treatment are believed to have significantly reduced the number of deaths caused by breast cancer;

WHEREAS, we recognize that in the U.S., most people diagnosed with breast cancer will live for many years. Today, there are more than 4 million breast cancer survivors in the U.S. (more than any other group of cancer survivors); and

WHEREAS, as we observe National Breast Cancer Awareness Month, we are united in our commitment to ending breast cancer and improving the lives of all those affected by this illness. We applaud the advocates, medical professionals, researchers, and caregivers who dedicate their lives to making progress toward cures.

THEREFORE, BE IT PROCLAIMED BY THE DOUGLAS COUNTY BOARD OF COMMISSIONERS, on behalf of the citizens and employees of Douglas County, the County Commissioners express their sincere continued support to fight Breast Cancer by declaring October as Breast Cancer Awareness Month.

ADOPTED THIS 3rd DAY OF OCTOBER, 2024 BOARD OF COUNTY COMMISSIONERS

_____

Wesley A. Rice, Chairman

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND CAUSED THE SEAL OF DOUGLAS COUNTY TO BE AFFIXED THIS 3rd DAY OF OCTOBER, IN THE YEAR OF OUR LORD 2024.

_____

Clerk Treasurer

AGENDA ITEM NO. 2.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: October 3, 2024

TIME REQUIRED:

AGENDA: **ADMINISTRATIVE AGENDA**

TITLE:
For presentation only. Ceremonial presentation of an employee service award to Melissa Johnson for 20 continuous years of service to Douglas County. (Kathy Lewis)

RECOMMENDED MOTION:
For presentation only.

FINANCIAL IMPACT:
None

BACKGROUND:
Douglas County employee Melissa Johnson will be presented with an employee service award for her 20 years of dedicated and continuous service to Douglas County.

ATTACHMENTS:

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: October 3, 2024

TIME REQUIRED:

AGENDA: **ADMINISTRATIVE AGENDA**

TITLE:
For possible action. Discussion to approve the addition of one full-time equivalent (FTE) position to the Public Guardian's Office, a Deputy Public Guardian position (Pay Grade 110) at a cost of $108,359.69. (Brook Adie)

RECOMMENDED MOTION:
Approve the addition of one new Deputy Public Guardian position in the Public Guardian's Office.

FINANCIAL IMPACT:
The salaries and benefits expenses for Fiscal Year 2024-25 are anticipated to be $108,359.69. The anticipated grant funding from the In-Home Services-Representative Payee Subaward Grant that is allocated for this position is $47,246.04. Depending on the timing of the hiring of the new position, the actual salary expenses for the current fiscal year will be significantly less than the amount calculated for a full year. Any salary expenses incurred that are above the amount that can be covered by the grant can be paid for out of the transfer from salary savings from Social Services to the Public Guardian.

Future fiscal year increases to the position's salary and benefits costs will be addressed in the future Public Guardian's budget requests to the County Commissioners.

BACKGROUND:
In Fiscal Year 2022-23, the Public Guardian was tasked with two long-term goals, one of which was to create a Representative Payee Program. A Representative Payee Program is anticipated to reduce the case load of the Public Guardian by providing lower-level services. The Public Guardian was awarded $107,182.77 in grant funding to start and fund the Representative Payee Program. An additional full-time Deputy Public Guardian position is necessary to establish, oversee, and ensure the success of the Representative Payee Program. This Program is anticipated to have a significant impact on reducing long-term care costs for clients meeting indigent thresholds. Therefore, a transfer from Assistance to Indigents Fund is an appropriate way to fund the remainder of the proposed additional Deputy Public Guardian position. NRS 253.175 sets out the guidelines for which a Deputy Public Guardian shall be

appointed.

Overview:
Douglas County hopes to meet the needs of residents aged 60 and older by creating a Representative Payee Program. The Representative Payee Program will assist older adults so they can manage their funds effectively and on time. This program will be organized by the county's Public Guardian Department, which currently does a wonderful job in meeting the needs of vulnerable adults in our area. This department has determined through relationships with residents in the county that there are many seniors in need of assistance with managing finances, and plans to aide at least 40 seniors per year through the program. The program will prevent homelessness by helping residents aged 60 and older to pay bills on time, provide budget assistance, and protect clients from being taken advantage of. This program will ensure that older adults in our area experience an improved quality of life by being treated with dignity with respect to their finances.

Background:
According to the 2021 Report to the Nation from the Office for Victims of Crime, older adults are especially vulnerable to violent crime, neglect, and exploitation, including financial fraud (Office of Victims of Crime Report, 2021). The effects of these crimes can be devastating, and older adults may be targeted at rates that outpace the services available to help the growing number of victims. Not surprisingly, elder abuse results in a wide range of negative health impacts, including the increased likelihood of injury and chronic health conditions. We know from research in this area that older victims of violence have additional health care problems and higher premature mortality rates than non-victims, and that older victims of even modest forms of abuse have dramatically (300 percent) higher morbidity and mortality rates than non-abused older adults (Justice in Aging Fighting Senior Poverty in Law, 2020 Justice in Aging). Further, elder abuse may be difficult to detect, as the perpetrator may be a caretaker, family member, or other individual the victim must rely on for basic needs. Therefore, victims may be reluctant to report a crime for fear of reporting a family member or a possible loss of personal independence.

Since Douglas County already has a reputation of protecting vulnerable adults through the Public Guardian, Social Services, and other senior services programs, this new program has the credibility to serve as a wonderful resource for Douglas County residents who cannot manage their own finances due to a cognitive or physical disability. Management may include ensuring that required expenditures are met so that at-risk adults pay bills on time and do not become the victims of financial exploitation, which can take the form of theft, fraud, or other types of exploitation. Representative payees can certify that a client's government benefits such as Social Security, Veterans' Administration, disability payments, or Medicare are maintained and used correctly, and that the adult's money is spent in their best interests. Representative payees provide financial stability and protection to clients and comply with all relevant laws and regulations related to managing the finances of vulnerable adults to ensure that financial affairs are handled properly and lawfully.

Representative payee services provide many benefits for at-risk adults through financial management,

protection from financial abuse, access to government benefits, improved quality of life, and legal compliance. Thirty-three percent (33%) of Douglas County residents are over the age of 55, and 9.7% of those older adults are additionally disabled. Douglas County has many retired residents who moved to the area from other states or countries with family either non-existent or living far away. Since family members are far away, they cannot assist or are unable to tell the signs and needs for a representative payee. This has created a significant need for a county-run representative payee program that can protect our vulnerable populations.

The Deputy Guardian position will not only bolster the great work that the Public Guardian is doing in the community, but additionally add lower-level services to help reduce the cost of long-term care costs to the county. The investment now will reap generations of rewards in the outcome of lower long-term care costs.

ATTACHMENTS:
Representative_Payee_Deputy_Guardian__2_ 8.5x11.pdf



DOUGLAS COUNTY
Representative Payee Program

Representative Payee Program

The Representative Payee Program provides financial management services to older adults and adults with disabilities who cannot independently manage their Social Security (SSA) or Supplemental Security Income (SSI) payments, and other public benefits.
This includes supporting enrollment in public benefit programs, as well as working closely with Social Services to provide budgeted spending money and wrap around case management by a Licensed Social Worker. The Representative Payee Program help clients meet their daily needs and maintain well-being and independence.
Participants in this voluntary program must be referred by Social Services.

Representative Payee Program

Coordination between the Social Services Department and the Public Guardian Representative Payee Program will provide wrap around services combined with financial management in order to stabilize a client with early intervention.

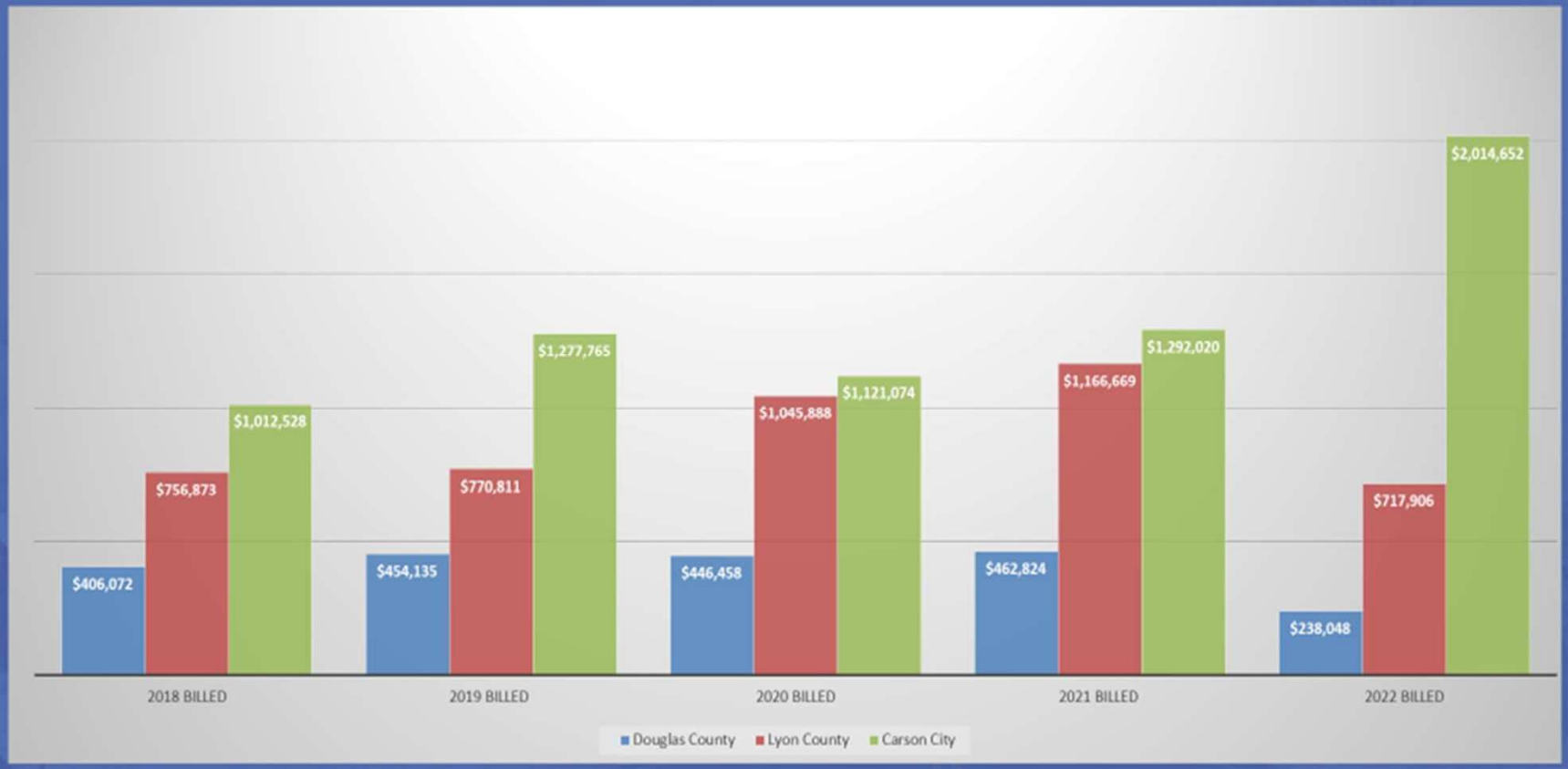
Deputy Public Guardian will serve as oversight for the program and as Representative Payee. This position will support both the Public Guardian's office as a deputy, as well as direct the Representative Payee Program.

Representative Payee programs stabilize a client financially so that they are able to maintain and avoid higher level of care, additionally it provides protections against exploitation when the client is more vulnerable due to age or disability, but does not rise to the level of guardianship.

Long-term care costs are the real budget killer. Supportive programs such as the representative payee program help keep clients in their home for longer periods of time. The longer a client can sustain in home the lower their cost of care is over their life time.

Douglas County's wrap around approach to supplying support to our aging and disabled population is a direct correlation to the reduction in long term care costs. Investing in the Representative Payee Program today, will have large payouts in the decreased spend in long term care costs.

Long Term Care Cost: Comparison by County



Questions?



AGENDA ITEM NO. 4.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: October 3, 2024

TIME REQUIRED:

AGENDA: **ADMINISTRATIVE AGENDA**

TITLE:
For possible action. Discussion to approve the Fiscal Year 2024-25 Internal Audit Program as recommended by the Audit Committee. (Kathy Lewis and Moss Adams)

RECOMMENDED MOTION:
Approve the Fiscal Year 2024-25 Internal Audit Program as recommended by the Audit Committee.

FINANCIAL IMPACT:
None

BACKGROUND:
Douglas County retained Moss Adams LLP to serve as the County's Internal Auditor in 2018. The components assessed through the internal audit function include risk, internal controls, compliance and performance. Input sources used in assessing these components include community members, Board of County Commissioners, Audit Committee members, staff, management, vendors as well as the internal audit team.

In Fiscal Year 2018-19, Moss Adams completed the County's Risk Assessment, this assessment helped direct the internal audit work plans for the next 5 years.

Moss Adams and the County are currently finalizing an updated Risk Assessment. Based on these preliminary observations, Moss Adams has recommended the attached Internal Audit Plan for Fiscal Year 2024-25.

The proposed Audit Plan was presented to and approved by the Douglas County Audit Committee on September 4, 2024.

ATTACHMENTS:
Douglas County Audit Commitee FY 24-25 Internal Audit Plan.pdf

MOSSADAMS

Douglas County Audit Committee

FY 24-25 Internal Audit Plan
September 4, 2024

MOSSADAMS

Overview

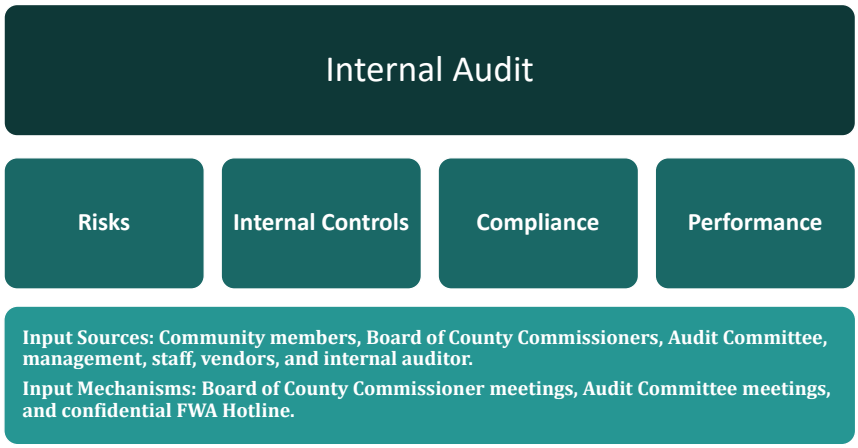
1. Introduction
2. Internal Audit Components
3. FY 24-25 Internal Audit Program

1. Introduction

- The County retained Moss Adams LLP to serve as the designated Internal Auditor and conduct projects focusing on:
  - Risks
  - Internal controls
  - Compliance
  - Performance
- Work is being completed under AICPA consultancy standards and leveraging industry best practices

3

2. Internal Audit Components



4

3. FY 24-25 IA Program – Recommended Projects

1. Asset Management Internal Controls Review: Evaluate internal controls related to the County's asset management function for compliance with policies and procedures and best practices. (14 weeks)
2. Procurement Internal Controls Review: Evaluate internal controls related to the County's procurement function for compliance with policies and procedures and best practices. (14 weeks)
3. Policies and Procedures Support: Provide assistance to the County in updating/drafting key policies and procedures across County functions. (ongoing)
4. Ongoing Program Management & Ethics Hotline: Attend Audit Committee and Board meetings, prepare status reports, manage internal audit program, manage Ethics Hotline, and prepare/update internal audit plan. (ongoing)

5

4. FY 24-25 IA Program – Recommended Projects

#	Project	Fees	7-9/23	10-12/23	1-3/24	4-6/24
1	Asset Management Internal Controls Review	$40,000				
2	Procurement Internal Controls Review	$40,000				
3	Policies & Procedures Support	$35,000				
4	Ongoing Program Management & Ethics Hotline	$15,000				
	Total	$130,000				

6

QUESTIONS



The material appearing in this presentation is for informational purposes only and should not be construed as advice of any kind, including, without limitation, legal, accounting, or investment advice. This information is not intended to create, and receipt does not constitute, a legal relationship, including, but not limited to, an accountant-client relationship. Although this information may have been prepared by professionals, it should not be used as a substitute for professional services. If legal, accounting, investment, or other professional advice is required, the services of a professional should be sought.

Assurance, tax, and consulting offered through Moss Adams LLP. Investment advisory offered through Moss Adams Wealth Advisors LLC.

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THANK YOU

AGENDA ITEM NO. 5.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: October 3, 2024

TIME REQUIRED:

AGENDA: **ADMINISTRATIVE AGENDA**

TITLE:
For possible action. Discussion to approve an agreement between Douglas County and Knox Excavating Inc. to address public health and safety concerns and to pay a percentage of gross proceeds from mining operations to help maintain Johnson Lane and mitigate the impacts of the mine in the area and to withdraw Douglas County's appeal of the BIA Western Regional Director's decision to issue a Finding of No Significant Impact (FONSI) dated August 26, 2024, and any other related County appeal. If the proposed agreement is approved, the County will not adopt Ordinance 2024-1641 which proposed certain traffic control restrictions on a section of Johnson Lane. (Jenifer Davidson)

RECOMMENDED MOTION:
Approve an agreement between Douglas County and Knox Excavating Inc. as presented and direct staff to withdraw Douglas County's appeal of the BIA Western Regional Director's decision to issue a FONSI dated August 26, 2024, and any other related County appeal.

FINANCIAL IMPACT:
If approved the Knox Excavating LLC (the "Operator") will pay to the County the sum of 0.5% (0.005) of all gross sales to third parties of material generated from the Mine Site, and as the Mine Site may be expanded or altered by Operator, during the first five years of this Agreement (the "Initial Impact Fee"). After the initial five-year period, the Operator will pay to the County the sum of 0.15% (0.0015) of all gross sales to third parties of material generated from the Mine Site, and as the Mine Site may be expanded or altered by Operator, during such time as the Operator sells material from the Mine Site during the Term (the "Secondary Impact Fee" and together with the Initial Impact Fee, the "Impact Fee").

The County will restrict the Impact Fees it receives from Operator and will make payments from these restricted fees solely for the purposes set forth in this agreement. The County may use the revenues collected from the Impact Fee for the construction, maintenance, and improvement of Johnson Lane,

Sunrise Pass Road and the areas potentially impacted by the Mine Site including, without limitation, the construction of a pedestrian or multi-modal path along Johnson Lane, road improvements near Johnson Lane and the Mine Site, to conduct air or water testing, or to otherwise mitigate the potential impact of the Mine Site or the truck traffic to or from the Mine Site.

BACKGROUND:

The BIA Western Regional Director issued a Finding of No Significant Impact ("FONSI") and Decision Record for the Painted Rock Mine Project Environmental Assessment No. H61-24-EA-01, dated July 17, 2024 (the "EA"). The County filed an appeal of the BIA Western Regional Director's decision to issue the FONSI on August 26, 2024.

On August 15, 2024 the County Commission (the Board) discussed the potential of adopting Ordinance 2024-1641, an ordinance amending provisions of Chapter 10.08 of the Douglas County Code. This ordinance related to traffic Control Devices, restricting the passage of trucks on the portion of Johnson Lane from Nye Drive to the eastern terminus of Johnson Lane.

The proposed ordinance was intended to protect the safety of the residents of Johnson Lane and the current users of the aforementioned roadway, to promote the health and safety of the residents adjacent to the roadway, to prevent an increase in depreciation and wear on the roadway, and otherwise help preserve this section of the road.

Much of the public comments and discussions at the meeting involved concerns regarding the future operation of the proposed Painted Rock Mine project. As discussed above, the final EA and FONSI for the project were issued by BIA and BLM on July 17, 2024. Additional information regarding the EA and the decisions by BIA and BLM to permit the project can be found at paintedrockmineproject.org.

Representatives of the future operators of the mine, Knox Excavating, requested that the Board not take any action to restrict truck traffic on Johnson Lane until the parties could meet to discuss a compromise. After careful, considerate deliberations, the Board unanimously agreed to continue the hearing on Ordinance 2024-1641 to November 7, 2024, to allow time for the County to enter into discussions with Knox Excavating to attempt to reach a compromise to address the concerns raised by the County and the residents of Johnson Lane.

Following the meeting in August, representatives of the County including Vice Chairwoman Hales, Commissioner Mark Gardner, the County Manager, the Assistant County Manager, and legal counsel met with representatives of Knox Excavating to negotiate terms of the proposed agreement to address concerns raised by the residents of Johnson Lane and the surrounding neighborhoods. Important terms from the agreement include but are not limited to:

- Limitations on the days and hours of operation for trucks hauling materials to and from the mine on Johnson Lane.

- Limitations on the days and hours of mining operations.
- Limitations on the use of Sunrise Pass Road and East Valley Road.
- No trucks or equipment will be permitted to be staged on Johnson Lane and parking of trucks, equipment, and employees of the mine will limited to the areas within the mine site.
- The maximum number of daily roundtrip truck trips are limited to an annual average of no greater than sixty trips per day (the maximum number of trips may be exceeded in a declared State of Nevada or County emergency).
- Compliance with applicable air and water quality regulations and standards.
- Knox Excavating will pay a portion of the gross proceeds from the sale of materials generated from the mine site over the life of the project. These funds will be used to maintain and improve Johnson Lane and mitigate any impacts on the surrounding areas.
- If the proposed agreement is approved, the County will not adopt Ordinance 2024-1641 and will withdraw its appeal of the decisions by BLM and BIA.

ATTACHMENTS:
2024 Knox Impact Mitigation Agreement.pdf
2024-1641_-_Johnson_Lane_Ordinance.pdf

AGREEMENT TO ADDRESS PUBLIC HEALTH AND SAFETY CONCERNS AND TO PAY A PERCENTAGE OF GROSS PROCEEDS FROM MINING OPERATIONS

A CONTRACT BETWEEN

DOUGLAS COUNTY

AND

KNOX EXCAVATING INC.

This Agreement to Address Public Health and Safety Concerns and to Pay a Percentage of Gross Proceeds from Mining Operations (the "Agreement") is entered into by and between Douglas County, a political subdivision of the State of Nevada (the "County"), and Knox Excavating Inc., Nevada corporation (Nevada Entity Number E0393492018-05) ("Operator"). The County and Operator are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

RECITALS

WHEREAS, Operator has entered into a lease (the "Lease") to operate a gravel mine on real property held in trust for the benefit of private owners by the U.S. Department of the Interior, Bureau of Indian Affairs ("BIA"); and

WHEREAS, the location of the Painted Rock Mine Project is in Section 6, Township 13 North, Range 21 East (T13N, R21E), Mt. Diablo Baseline and Meridian and is also known by Douglas County Assessor's Parcel Number 1321-00-001-001 and whose boundaries and dimensions may be altered or amended from time to time (the "Mine Site"); and

WHEREAS, the BIA and Bureau of Land Management ("BLM") have the sole authority to approve the Lease and regulate the Mine Site;

WHEREAS, the BIA Western Regional Director issued a Finding of No Significant Impact ("FONSI") and Decision Record for the Painted Rock Mine Project Environmental Assessment No. H61-24-EA-01 dated July 17, 2024 (the "EA"); and

WHEREAS, the County is a designated "cooperating agency" in connection with the FONSI and EA; and

WHEREAS, the County filed an appeal of the BIA Western Regional Director's decision to issue the FONSI on August 26, 2024; and

WHEREAS, Operator and its customers intend to utilize Johnson Lane to haul materials from the Mine Site; and

WHEREAS, the Operator and its customers also intend to utilize Sunrise Pass Road and Freemont Road to access the Mine Site during emergencies such as a flood; and

WHEREAS, the eastern terminus of Johnson Lane is a major access point for pedestrians, Off-Highway Vehicle ("OHV") enthusiasts, and members of the public who desire to use the public lands managed by the BLM; and

WHEREAS, the EA requires Operator to create a new designated parking area for OHV recreation users that will be relocated away from the truck traffic; and

WHEREAS, Operator desires to work collaboratively with the County to minimize the potential impacts of the Operator's and its customers use of Johnson Lane as the primary haul route to the Mine Site by voluntarily entering into this Agreement;

WHEREAS, the Parties believe reasonable time and use restrictions at the Mine Site and on Johnson Lane will help protect the health and safety of the public; and

WHEREAS, the Parties mutually agree that an impact fee based on the aggregate amount of materials sold from the Mine Site by Operator to third party customers will provide new revenues to the County to help maintain and reconstruct Johnson Lane, construct multi-modal paths to remove pedestrians from Johnson Lane, and to otherwise help mitigate the other potential impacts of the Operator's activities; and

WHEREAS, the Parties mutually agree that the terms and obligations set forth in this Agreement relate solely to the approved activities described in the FONSI and EA as of July 17, 2024.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein made, the County and Operator mutually agree as follows:

1. INCORPORATION OF RECITALS. The Recitals set forth above are deemed by the Parties to be true and correct and are incorporated herein by this reference to be binding upon the Parties the same as if set forth in full in this paragraph.

2. TERM AND EFFECTIVE DATE OF CONTRACT. The Agreement will become effective on the date it is approved and signed by representatives of both Parties and will remain in effect until six months after date that the Lease is terminated (the "Term"). The intent of the six-month "winding down" period is to allow County to collect any final Impact Fee (defined below) payments.

3. OPERATOR'S COVENANTS. The Operator must comply with the following terms:

A. Hours of Operation and Number of Daily Truck Trips

1. Operator and its customers will use the BLM permanent access right-of-way ("ROW") 2-mile haul route extending from the Mine Site to the terminus of

Johnson Lane, then will exit the Mine Site to County-maintained roads. Operator and its customers will only access and utilize Sunrise Pass Road to Freemont, and then to Johnson Lane, to access the Mine Site in the event of an emergency and will discontinue the use of this emergency route when the emergency has ceased or ten business days have elapsed, whichever occurs first. A map depicting these access routes is attached as **Exhibit "1."**

2. Operator must not use East Valley Road to carry materials south from the Mine Site, except for local deliveries within the County, and must request that Operator's customers also avoid using East Valley Road.

3. Operator must only allow trucks to enter or exit the Mine Site from 7:00 a.m. to 5:30 p.m. During a State of Nevada or County declared emergency, or for up to six times per year, upon at least 36 hours' advance written notice to the Director of Community Development, Operator may allow trucks to enter or exit the Mine Site from 5:00 am to 8:00 p.m.

4. Operator must only allow trucks to enter or exit its Mine Site on Monday through Friday. The Mine Site will not routinely be open on Saturday. However, on rare occurrences the Operator may allow trucks to enter or exit the Mine Site on Saturday (excluding any Saturday that is recognized as a federal holiday) under the following circumstances:

a. During a State of Nevada or County declared emergency; or

b. Up to 12 times per year, and no more than twice during a calendar month, Operator may allow trucks to enter or exit the Mine Site between the hours of 7:00 a.m. and 2:30 p.m. In no case will Operator allow third party sales of materials to occur or for customers to enter or exit the Mine Site on Saturday.

c. Before allowing trucks to enter or exit the Mine Site on a Saturday, Operator will give at least 36 hours' advance written notice to the Director of Community Development.

5. Operator may conduct lawful operations at the Mine Site, consistent with the terms of any permit it has been issued by any federal or state agency, daily, from 6:00 a.m. to 9:00 p.m.

6. Operator and its customers will not stage its trucks or equipment on Johnson Lane. Operator's trucks, equipment and employee parking will be limited to areas within the Mine Site.

7. In order to mitigate the potential impact of additional truck traffic upon Johnson Lane, the Operator must limit the maximum number of daily roundtrip truck trips to an annual average of no greater than sixty trips per day. In general, it is anticipated that these average annual trips will be based on the following monthly schedule:

a. For the months of December, January, February, and March: 20 daily roundtrip truck trips.
b. For the initial month of April: 40 daily roundtrip truck trips.
c. For the months of May, June, July, August, September, October, and November: 85 daily roundtrip truck trips.
d. Notwithstanding the foregoing, in the case of a declared State of Nevada or County emergency, the number of daily roundtrip truck trips may exceed the annual average of sixty trips per day.

B. Impact on County Roads

1. The Operator will pay to County the sum of 0.5% (0.005) of all gross sales to third parties of material generated from the Mine Site, and as the Mine Site may be expanded or altered by Operator, during the first five years of this Agreement (the "Initial Impact Fee").

2. After the initial five-year period, the Operator will pay to County the sum of 0.15% (0.0015) of all gross sales to third parties of material generated from the Mine Site, and as the Mine Site may be expanded or altered by Operator, during such time as the Operator sells material from the Mine Site during the Term (the "Secondary Impact Fee" and together with the Initial Impact Fee, the "Impact Fee").

3. The Impact Fee will only be imposed on sales of material from the Mine Site to third parties not affiliated with the Operator.

4. The Impact Fee will be payable to County each quarter and must be received by the County no later than the 15th day of the month following the preceding three-month period based on the materials removed and sold to third parties from the Mine Site during that three-month period.

5. The Parties agree that any Impact Fee not received by the County when due must incur an interest charge at the legal rate set forth in NRS 99.040.

6. Operator agrees to provide to County with the same records that Operator provides to the BIA for the calculation of BIA's royalties. These records verify the amount of material removed from the Mine Site and third-party sales information.

C. Impact on Noise, Air and Water

1. Operator must utilize sufficient dust control measures to comply with all applicable federal and State of Nevada air quality laws, regulations, and standards including the Clean Air Act (42 U.S.C. § 85).

2. Operator must utilize sufficient dust control measures in the times, manner and places required by the BLM and BIA consistent with the permits issued to Operator including, the Nevada Division of Environmental Protection, Bureau of Air Pollution Control, Air Quality Permits.

3. Operator agrees to erect such earthen berms or other noise control measures and devices as required by the BIA and the U.S. Department of Labor, Mine Safety and Health Administration, at its sole cost.

4. Operator will not conduct blasting at the Mine Site. If unusual and unanticipated circumstances arise where blasting is required in order to utilize the Mine Site, then Operator will notify County in writing thirty days in advance of any blasting activities and Operator will work cooperatively with County to take appropriate noise and dust mitigation measures.

5. Prior to any customers hauling material from the Mine Site or within two months after the Operator commences operations at the Mine Site, whichever occurs first, Operator will comply with any EA and/or BLM Right-of-Way requirements to construct a sufficient road base from the Mine Site to Johnson Lane to reduce dust and any mud, dirt and debris that may be deposited from the tires of any vehicle exiting the Mine Site onto County-maintained roads.

6. Operator agrees to install a sufficient layer of grindings, based on industry standards, rolled to compaction and sealed with an appropriate grade oil for ¾ of a mile from the eastern terminus of Johnson Lane heading east within two months after the Operator commences operations at the Mine Site.

7. Consistent with any BLM ROW requirements, Operator must use a water truck to mitigate dust from truck traffic and to facilitate the proper compaction of the road surfaces used to access the Mine Site.

8. Operator must prohibit the use of Jake Brakes by its customers at the Mine Site or the access roads to the Mine Site.

9. Operator must comply with the Clean Water Act if applicable and must provide a copy of any water reports it submits to the BIA, BLM, or any other entity to the County upon the County's request.

10. Operator must post a sign that lists the applicable federal and State of Nevada permits for the Mine Site and includes a QR Code that provides public access to these applicable permits.

4. COUNTY'S COVENANTS. The County must comply with the following terms:

a. County will restrict the Impact Fees it receives from Operator and will make payments from these restricted fees solely for the purposes set forth in this Agreement.

b. The Parties understand and agree the County may use the revenues collected from the Impact Fee for the construction, maintenance, and improvement of Johnson Lane, Sunrise Pass Road and the areas potentially impacted by the Mine Site including, without limitation, the construction of a pedestrian or multi-modal path along Johnson Lane, road improvements near Johnson Lane and the Mine Site, to conduct air or water testing, or to otherwise mitigate the potential impact of the Mine Site or the truck traffic to or from the Mine Site, in the County's sole discretion. There will be no obligation by County to improve Johnson Lane or any other road beyond its condition at the time this Agreement is entered.

c. For the purpose of this Agreement, the term "maintenance" includes, but is not limited to, all costs associated with routine road maintenance, road reconstruction as may be necessary, level-of-service or capacity improvements deemed desirable by the County, or improvements to intersections.

d. Upon receipt of Operator's written request, County must provide Operator with a report of the amount of the Impact Fee the County has collected from Operator and any expenditures of the Impact Fee.

e. Within three business days of executing this Agreement, County must withdraw its appeal of the BIA Western Regional Director's decision dated August 26, 2024, and any other related appeals.

f. In the event that County enacts any ordinance, or attempts, threatens or takes any other action(s) to limit, hinder, impede, impact or delay the use of Johnson Lane and/or any other County-maintained roads, County shall specifically exclude Operator and its customers' ability to travel to and from the Mine Site as described in the EA, FONSI, BLM Right-of-Way and this Agreement (including Exhibit "1") from such action(s). County reserves the right to reasonably reduce the speed limit on Johnson Lane.

5. CONSTRUCTION OF CONTRACT. The Agreement will be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing the Agreement. In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the Parties agree to mediate any dispute arising from or relating to the Agreement before an independent mediator mutually agreed to by the Parties. The fee, rate or charge of the mediator will be shared equally by the Parties, who will

otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, litigation may only proceed in the State of Nevada and attorney's fees and costs will be awarded to the prevailing party.

6. COMPLIANCE WITH APPLICABLE LAWS. Operator must fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of the Agreement, including, but not limited to, all applicable federal, state, and local accounting procedures and requirements, all hazardous materials regulations, and all immigration and naturalization laws. County will not waive and intends to assert all available NRS chapter 41 liability limitations.

7. TERMINATION. Except as otherwise provided herein, this Agreement must terminate upon the expiration of the Term. The Parties may terminate this Agreement upon default by the other party after no less than ten (10) days written notice to the other party. The defaulting party must be given thirty (30) days from receipt of such notice to cure such default prior to termination.

8. ASSIGNMENT. Operator will neither assign, transfer nor delegate any rights, obligations or duties under the Agreement without the prior written consent of the County which approval must not be unreasonably withheld. Operator may assign or transfer its rights to an affiliated entity, or to any successor tenant or subtenant under the Lease, without the consent of the County.

9. SEVERABILITY. It is declared to be the intention of the Parties that the sections, paragraphs, sentences, clauses, and phrases of this Agreement are severable. If any phrase, clause, sentence, paragraph, or section of this Agreement, or of the County ordinance adopting same, is declared unconstitutional or invalid by a valid and final judgment of a court of competent jurisdiction, such unconstitutionality or invalidity must not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Agreement, or of the County ordinance adopting same.

10. COUNTY INSPECTION. Operator agrees to provide to County the same records that Operator provides to the BIA for the calculation of BIA's royalties. These records verify the amount of material removed from the Mine Site and third-party sales information.

11. PUBLIC RECORDS LAW. Operator expressly understands and agrees that all documents submitted, filed, or deposited with the County by Operator, unless designated as confidential by a specific statue of the State of Nevada, will be treated as public records pursuant to NRS chapter 239 and must be available for inspection and copying by any person, as defined in NRS 0.039, or any governmental entity. Operator expressly and indefinitely waives all of its rights to bring, including but not limited to, by way of complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the County or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

12. MODIFICATION OF AGREEMENT. The Agreement and the attached exhibits constitute the entire agreement and understanding between the Parties and may only be modified by a written amendment signed by both of the Parties.

13. AUTHORITY. The Parties represent and warrant that they have the authority to enter into this Agreement.

14. STANDARD OF CARE. Operator will perform its activities along the County's rights-of-way in a manner consistent with that level of care and skill ordinarily exercised by other Operators within the industry.

15. THIRD PARTY BENEFICIARY. Nothing contained in this Agreement is intended to convey any rights or to create a contractual relationship with any third party or to otherwise allow a third party to assert a cause of action against either Operator or County.

16. NOTICES. All notices, requests, demands and other communications hereunder must be in writing and will be deemed delivered when sent via certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

To County:	Douglas County Community Development Department Post Office Box 218 Minden, Nevada 89423
Copy To:	Douglas County District Attorney Post Office Box 218 Minden, Nevada 89423
To Operator:	Knox Excavating Inc. 1165 Sawmill Road Gardnerville, Nevada 89410

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to Address Public Health and Safety Concerns and to Pay a Percentage of Gross Proceeds from Mining Operations to be signed and intend to be legally bound thereby.

Knox Excavating Inc.

By: _____
James T. Robinson, President (Date)

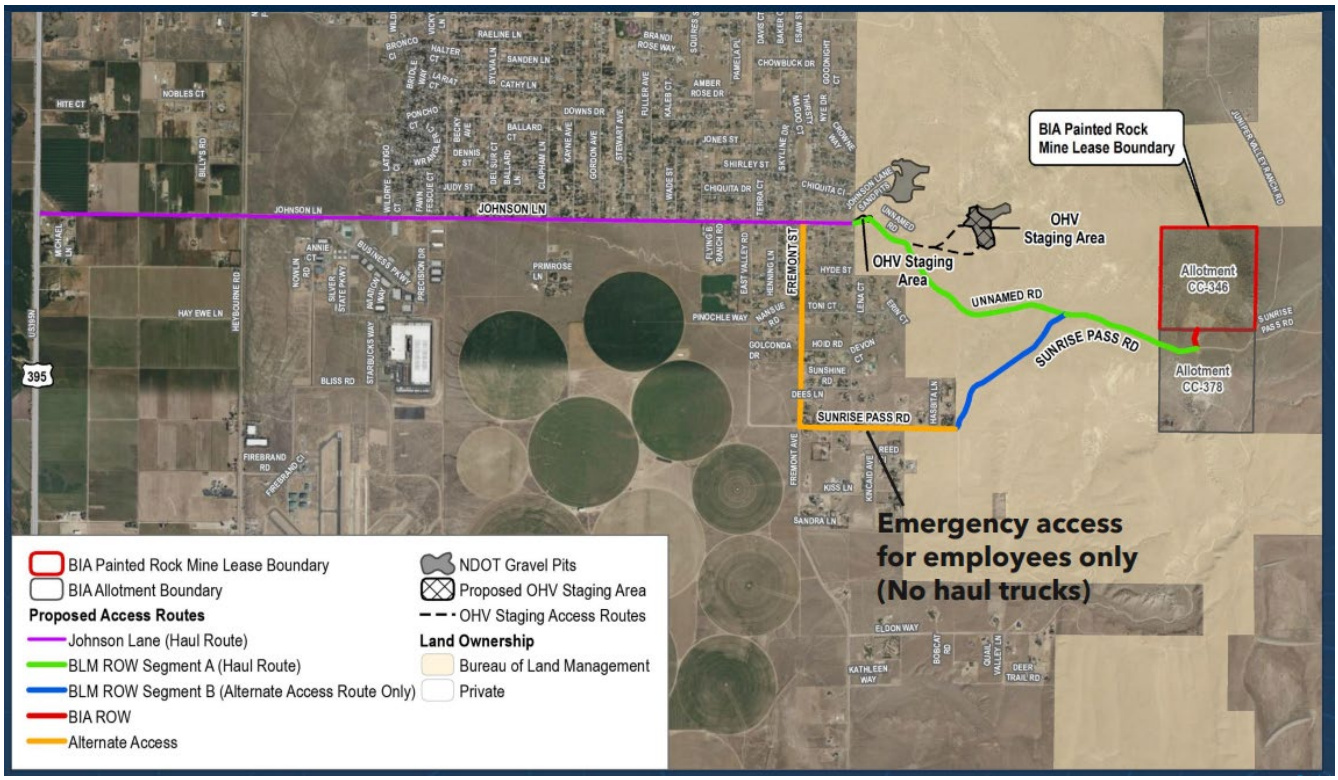
Knox Excavating Inc.

By: _____
Jonathan Maxwell, Director (Date)

Douglas County

By: _____
Wesley A. Rice, Chairman (Date)
Douglas County Board of Commissioners

EXHIBIT "1"


BIA Painted Rock Mine Lease Boundary
OHV Staging Area
OHV Staging Area
Allotment CC-346
Allotment CC-378
UNNAMED RD
SUNRISE PASS RD
SUNRISE PASS RD
JOHNSON LN
FREMONT ST
395
Emergency access for employees only (No haul trucks)
BIA Painted Rock Mine Lease Boundary
BIA Allotment Boundary
Proposed Access Routes
Johnson Lane (Haul Route)
BLM ROW Segment A (Haul Route)
BLM ROW Segment B (Alternate Access Route Only)
BIA ROW
Alternate Access
NDOT Gravel Pits
Proposed OHV Staging Area
OHV Staging Access Routes
Land Ownership
Bureau of Land Management
Private

ORDINANCE 2024-1641

SUMMARY

Ordinance 2024-1641, an ordinance amending provisions of Chapter 10.08 of the Douglas County Code, relating to traffic Control Devices. The portion of Johnson Lane from Nye Drive to the eastern terminus of Johnson Lane has been heavily used for pedestrian, equestrian, and recreational purposes. Because heavy trucks have not historically used this section of Johnson Lane, the ordinance will restrict the passage of heavy trucks on the portion of Johnson Lane from Nye Drive to the eastern terminus of Johnson Lane and preserve its historic uses.

TITLE

Ordinance 2024-1641, an ordinance amending provisions of Chapter 10.08 of the Douglas County Code, relating to traffic Control Devices to restrict the passage of trucks on the portion of Johnson Lane from Nye Drive to the eastern terminus of Johnson Lane.

RECITALS

WHEREAS, the Douglas County Board of Commissioners (the "Board") has the authority to enact police ordinances and to regulate vehicular traffic within the County; and

WHEREAS, the Board prioritizes public safety on public streets; and

WHEREAS, the Board has reviewed the current use of Johnson Lane from Nye Drive to its eastern terminus and determined that the use is primarily pedestrian, equestrian, and recreational; and

WHEREAS, the parcels adjacent to the aforementioned section of Johnson Lane are primarily residential; and

WHEREAS, the anticipated useful life of the aforementioned section of Johnson Lane will be disproportionately and negatively impacted by a change in its current use and heavy truck traffic; and

WHEREAS, to protect the safety of the current users of the aforementioned roadway, to promote the health and safety of the residents adjacent to the roadway, and to prevent an increase in the depreciation and wear on the roadway and otherwise help preserve this roadway asset, the Board deems it necessary to restrict the passage of trucks as set forth herein.

NOW THEREFORE, based upon the above considerations, the Board does Ordain:

SECTION I: Chapter 10.08 of the Douglas County Code is hereby amended as follows, with new language shown *underlined and italics* and deleted language shown with a ~~strikethrough~~:

Chapter 10.08 – Control Devices

10.08.040 - Vehicle restrictions on highways or streets.
As authorized by state law, the board of county commissioners recognizes and restricts the following highways or streets as set forth below and authorizes the erection of suitable markers, which may be located at such points as the department of public works deems appropriate. Except as provided in section 10.08.050, it is unlawful for an operator or driver of any vehicle to operate, drive, move, stop or park a vehicle in violation of the restrictions in NRS chapter 484D and as set forth below:

A. Riverview Drive. Posted sign: Weight Limit of 7 Tons.
B. Dresslerville Road. Posted sign: Not A Truck Route.
C. Tillman Lane. Posted sign: Weight Limit of 10 Tons.
D. Waterloo Lane from SR 88 to SR 756. Posted sign: No Trucks (Symbol).
E. Waterloo Lane from SR 756 to US 395. Posted sign: Weight Limit of 8 Tons.
F. Dressler Lane Bridge #1600. Posted sign: Weight Limit of 3 Tons (10.08.040(B) only).
G. Muller Parkway-north from U.S. 395 (Minden) east to end of pavement and from the Muller Parkway/Pinenut Road Roundabout north to Grant Drive. Posted sign: Not A Truck Route.
H. Rojo Way from Kimmerling Road to Edna Drive. Posted sign: No Trucks (Symbol).
I. Edna Drive from Rojo Way to SR 756. Posted sign: No Trucks (Symbol).
J. *Johnson Lane from Nye Drive to the eastern terminus of Johnson Lane. Posted sign: No Trucks (Symbol).*

10.08.050 - Vehicle restriction exceptions.
As authorized by state law, the board of county commissioners establishes the following exceptions to vehicle restrictions as set forth in section 10.08.040:

A. Vehicles making a local delivery. A vehicle which would otherwise violate section 10.08.040, is allowed and excepted from the provisions of section 10.08.040 when the vehicle is traveling upon the restricted highway or street to deliver goods or services to a residence or business which can only be accessed by the vehicle traveling upon the restricted highway or street. This exception does not apply to Dressler Lane Bridge #1600 *or Johnson Lane, subsection 10.08.040(J).*
B. Emergency vehicles. All emergency vehicles have unrestricted access to any highway or street listed in section 10.08.040.
C. Local agriculture vehicles and equipment. All local agriculture vehicles and equipment used in local operations. This exception does not apply to Dressler Lane Bridge #1600.
D. Public and private utility vehicles. The operation of vehicles owned or operated by the county, towns, general improvement districts, public utilities or private utilities which serve the unincorporated areas of the county which would otherwise violate section 10.08.040, are allowed if:
    1. The vehicle is engaged in the service, repair, maintenance or construction of highways, streets, improvements, infrastructure, or utilities, adjacent to or located within the restricted highways or streets; or
    2. The vehicle is engaged in the service, repair, maintenance or construction of highways, streets, improvements, infrastructure or utilities which can only be

accessed by the vehicle traveling upon the restricted highway or street. This exception does not apply to Dressler Lane Bridge #1600.

E. Government vehicles. All vehicles owned and operated by governmental agencies and school districts in the performance of their duties are allowed to travel upon the restricted highways and streets. This exception does not apply to Dressler Lane Bridge #1600.

F. Solid waste collection vehicles. A franchised waste collection vehicle or waste collection vehicle operated by a political subdivision of the State of Nevada to serve properties within Douglas County which would otherwise violate 10.08.040, is allowed and excepted from the provisions of 10.08.040 when the vehicle is being used in the service of hauling garbage and refuse. This exception does not apply to Dressler Lane Bridge #1600.

G. Municipal Transit Vehicles. A municipal transit vehicle serving Douglas County residents or visitors which would otherwise violate 10.08.040, is allowed and excepted from the provisions of 10.08.040. This exception does not apply to Dressler Lane Bridge #1600.

H. Detours. All vehicles traveling on a restricted highway or street pursuant to a detour established for emergency and or road construction which would otherwise violate 10.08.040, is allowed and excepted from the provisions of 10.08.040. This exception does not apply to Dressler Lane Bridge #1600.

I. Leaving or returning from a home or place of business. All vehicles leaving from or returning to its customary storage location at the owner or operator's personal residence, or an owner or operator's commercial or industrial location which would otherwise violate 10.08.040, are allowed and excepted from the provisions of 10.08.040 when the customary storage location can only be accessed by the vehicle traveling upon the restricted highway or street. This exception does not apply to Dressler Bridge #1600 *or Johnson Lane, subsection 10.08.040(J).*

Proposed on the ____ day of _____, 2024.

Proposed by _____.

Adopted this ____ day of _____, 2024, by the following vote:

Vote-- Ayes: Commissioners _____

_____

_____

_____

_____

Nays: Commissioners _____

_____

Absent: Commissioners _____

_____

_____
Wesley A. Rice, Chairman
Douglas County Board of Commissioners

Attest:

_____
Amy Burgans, Douglas County Clerk

This ordinance is effective on the ____ day of _____, 2024.

AGENDA ITEM NO. 6.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: October 3, 2024

TIME REQUIRED:

AGENDA: **ADMINISTRATIVE AGENDA**

TITLE:
For presentation only. Announcements/reports/updates from County Commission members including updates on the various boards and/or commissions that they may be a member of or a liaison to, or any other meetings/functions they have attended, and any request by a Commissioner for discussion of a future agenda item. (Chairman Rice)

RECOMMENDED MOTION:
For presentation only.

FINANCIAL IMPACT:
None

BACKGROUND:
This is an opportunity for Commission members to update the other Commissioners about what is occurring on the various boards to which they have been appointed. These boards/commissions/meetings include but are not limited to the following:

Commissioner Mark Gardner:

- Carson Valley Chamber of Commerce
- Carson Valley Visitors Authority
- Carson Water Subconservancy District
- Douglas County Parks and Recreation Advisory Board
- Nevada Association of Counties (NACO)
- Northern Nevada Development Authority (NNDA) (Alternate)
- Quad County Coalition

Vice Chairwoman Sharla Hales:

- Carson Valley Arts Council
- Carson Water Subconservancy District

- China Spring Youth Camp and the Aurora Pines Girls Facility Advisory Committee
- Nevada Works (Alternate)
- Northern Nevada Development Authority (NNDA)
- South Shore Transportation Management Association
- Tahoe Regional Planning Agency (TRPA) (Alternate)
- Tahoe Transportation District (Alternate)

Commissioner Walt Nowosad:

- Audit Committee
- Debt Management Commission
- Law Library
- Lake Tahoe South Shore Chambers (Alternate)
- Nevada Works
- Regional Transportation Commission (RTC)

Chairman Wesley Rice:

- Carson-Truckee Water Conservation District
- Douglas County Lake Tahoe Sewer Authority
- Joint Powers/Waste Management
- Lake Tahoe Visitors Authority (LTVA)
- Lake Tahoe South Shore Chambers
- Quad County Coalition (Alternate)
- Regional Transportation Commission (RTC)
- Stateline Storm Water Association
- Tahoe Douglas Visitors Authority (TDVA)
- Tahoe Regional Planning Agency (TRPA)
- Tahoe Transportation District

Commissioner Danny Tarkanian:

- Carson Valley Visitors Authority (Alternate)
- Nevada Association of Counties (NACO) (Alternate)
- Nevada Tahoe Conservation District
- Western Nevada Development Authority (WNDD)
- Joint Powers/Waste Management (Alternate)

There will be no discussion or action taken on these reports/updates.

ATTACHMENTS: