Douglas County

Board of County Commissioners Public Meeting Notice and Agenda

Mark Gardner
Nathan Tolbert
Sharla Hales
Wesley Rice
Danny Tarkanian

Thursday, November 5, 2026 **10:00 AM** **East Fork Fire Protection District - Administrative Building**
Board Room
1694 County Road
Minden, NV 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 Oehlerking 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

November 5, 2026

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.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE
Led by Commissioner Sharla Hales

3. 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.

4. 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.

APPROVAL OF PREVIOUS MINUTES

5. For possible action. Discussion to approve the minutes of the regular meeting on October 1, 2026, of the Board of County Commissioners.

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

DOUGLAS COUNTY LIQUOR BOARD

7. For possible action. Discussion to approve the addition of David Luciano Hochgurtel to the existing Unrestricted On-Site Retail Liquor License for The Corner Bar, LLC, dba The Corner Bar, represented by owner Pasquale Cioffi. David Luciano Hochgurtel has signed a Waiver of Notice of Hearing. The Corner Bar, LLC, dba The Corner Bar, is located at 1596 Esmeralda Avenue, Minden, Nevada. (Captain Koontz)

8. 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.

9. CONSENT ITEMS

A. For possible action. Discussion on the Outdoor Festival License application submitted by the Town of Minden for Minden's Gazebo Lighting Celebration, to be held Friday, December 4, 2026, from 3:00 PM to 9:00 PM, at Minden Park, 1606 Esmeralda Avenue, Minden, Nevada. (Amy Burgans, Clerk-Treasurer)

B. For possible action. Discussion on the Outdoor Festival License application submitted by Emily Lawrence, Marketing and Events Manager for Golden Nugget Lake Tahoe Hotel and Casino, for the New Year's Eve Party on the Plaza, to be held Thursday, December 31, 2026, to Friday, January 1, 2027, from 9:00 PM to 12:30 AM, at Golden Nugget Lake Tahoe Hotel and Casino, 50 Highway 50, Stateline, Nevada. (Amy Burgans, Clerk-Treasurer)

C. For possible action. Discussion on retroactively approving a one-year contract extension with Government Software Assurance Corporation (GSA), in the amount of $97,350, for the 2026-27 Property Tax Bill software, and authorize the Douglas County Clerk-Treasurer to sign any required documents. (Amy Burgans, Clerk-Treasurer)

D. For possible action. Discussion to approve the First Amendment to a Contract for Professional Services between RAD Strategies and Douglas County to increase the contract amount from $33,600 to $52,800 for content creation services for Douglas County with the addition of supporting the County during the vacancy of the Community Relations Manager position, as needed. (Kathy Lewis, Chief Operating Officer)

F. For possible action. Discussion to accept a $15,000 grant from the Carson Subconservancy District Noxious Weed Abatement Program, and authorize the Community Services Director to sign all related grant documents. (Brook Adie, Community Services Director)

G. For possible action. Discussion to accept the Public Administrator’s 2026 Third Quarter Report for the period beginning July 1, 2026, and ending September 30, 2026, per Douglas County Code Chapter 2.23. (Brook Adie, Community Services Director)

H. For possible action. Discussion to accept the Public Guardian’s 2026 Third Quarter Report for the period beginning July 1, 2026, and ending September 30, 2026, per Douglas County Code 2.22.135. (Brook Adie, Community Services Director)

I. For possible action. Discussion to renew the annual software subscription with NeoGov for various cloud-based modules for recruitment, development and management of employees, in an amount not to exceed $165,620, and authorize the Human Resources Director to sign any required documents. (Christine Vido, Human Resources Director)

J. For possible action. Discussion to accept the auditor's report on Douglas County's general ledger cash balances through September 30, 2026, per Nevada Revised Statute 251.030. (Kathy Kaiser, Comptroller)

K. For possible action. Discussion to approve a change order to increase the purchase order with Granite Construction Supply by $40,000, for a total purchase order of $85,000. (Nicole Hubbard, Administrative Services Manager)

L. For possible action. Discussion to approve the purchase of $96,278.75 in radio communication equipment from Kenwood KAIROS base stations/repeaters to replace all remaining Motorola Quantar and GTR repeaters in the County’s public safety radio system, and authorize the Chief Information Officer to sign all required documents. (Peace Ruggia,

Chief Information Officer)

M. For possible action. Discussion to accept the Grant of Permanent Easement and Agreement from Clear Creek Residential, LLC to Douglas County related to two water tanks and appurtenant infrastructure located within Parcel B6 of the Clear Creek Tahoe Unit 6 Final Map, and authorize the County Manager to sign any documents necessary to effectuate the easement. (Philip Ritger, Public Works Director)

N. For possible action. Discussion to approve the transfer of Real Property owned by Douglas County Nevada to the Nevada Department of Transportation and execute the Quit Claim deed. The Real Property to be transferred is described in the following recorded documents of Douglas County: Document Numbers 1970-47430, 1984-093937 and 1985-124073. (Philip Ritger, Director Public Works)

O. For possible action. Discussion regarding the adoption of **Resolution 2026R-064**, increasing the South Tahoe Refuse Company's trash disposal rates by the base year rate adjustment of 9.42% for the 2027 calendar year, as allowed under the terms of the franchise agreement. (Philip Ritger, Public Works Director)

P. For possible action. Discussion to approve a $372,324.80 construction contract with Norberg General Engineering, LLC for the Advanced Water Metering Infrastructure Project, and authorize the Director of Public Works to execute the contract and change orders up to 10% of the original contract price. (Rick Robillard, Deputy Public Works Director)

Q. For possible action. Discussion to retroactively accept a $400,000 Public Safety Partnership and Community Policing Grants Grant from the Department of Justice (DOJ) Office of Community Oriented Policing Services (COPS) for the time period of January 23, 2026, through January 31, 2028, for the purchase of one (1) Mobile Command Vehicle, and authorize the Chief Operating Officer to sign any required grant documents. (Undersheriff Elges)

R. For possible action. Discussion to approve a five-year contract between the Douglas County Sheriff's Office and Motorola Solutions, Inc. to provide Computer Aided Dispatch and related Records Management Services to the Douglas County Sheriff's Office and Douglas County Emergency Communications from July 1, 2027, through June 30, 2032, at a cost of $175,000 per year. (Undersheriff Elges)

S. For possible action. Discussion to authorize the Douglas County Sheriff's Office to accept an unrestricted $10,000 donation from Scott and Susan McNealy, and adopt **Resolution 2026R-058** to augment the budget for the donated funds. (Undersheriff Ron Elges)

T. For possible action. Discussion to accept the donation of a multi-purpose canine, valued at $25,000, from the Douglas County Sheriff's Advisory Council to the Douglas County Sheriff's Office. (Undersheriff Elges)

U. For possible action. Discussion to accept the Douglas County Sheriff's Office Quarterly Fee and Compensation Report for July 2026 through September 2026. (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.

10. ITEM(S) PULLED FROM THE CONSENT AGENDA WILL BE HEARD AT THIS TIME

PRESENTATIONS

11.1 For presentation only. Ceremonial presentation of **Proclamation 2026P-061** recognizing November 8-14, 2026, as Nevada Flood Awareness Week in Douglas County. (Courtney Walker, Stormwater Program Manager)

11.2 For presentation only. Ceremonial presentation of **Proclamation 2026P-062,** recognizing the week of November 1-7, 2026, as National Animal Shelter Appreciation Week in Douglas County, Nevada. (Brook Adie, Community Services Director)

COMMUNITY DEVELOPMENT

12. For possible action. Discussion on the adoption of **Ordinance 2026-1675**, amending Douglas County Code Title 18, Appendix B, the Minden Town Boundary, by annexing approximately 6.68 acres into the Town of Minden boundary. The parcel to be annexed is Assessor's Parcel Number (APN) 1320-29-301-005. The parcel lies to the south of the intersection of Buckeye Road and Heybourne Road. It is owned by the Town of Minden. Second Reading. (Kate Moroles-O'Neil, Economic Vitality Manager and Interim Principal Planner)

HUMAN RESOURCES

13.1 For possible action. Discussion to approve the renewal of employee and retiree medical insurance and binding insurance coverage with Anthem for calendar year 2027 at a 19.5% premium increase for both the high deductible health plan (HDHP) and Preferred Provider Organization plan (PPO); and authorize the Human Resources Director to execute any required agreements and documents to bind coverage. (Christine Vido, Human Resources Director)

13.2 For possible action. Discussion to renew Douglas County's vision insurance coverage with VSP Vision Care, with a 1.26% premium increase, for calendar years 2027 and 2028, and authorize the Human Resources Director to execute any related agreements and documents. (Christine Vido, Human Resources Director)

COUNTY MANAGER

14. For presentation only. Announcements, reports, and updates from County Commissioners and the County Manager, including information regarding boards or commissions on which they serve as members or liaisons, other meetings or functions attended, and Commissioner requests for discussion of potential future agenda items. Discussion may also include status reports and updates on County projects and administrative matters for the Board of County Commissioners. (Chairman Mark Gardner)

15. 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.

16. ADJOURNMENT

AGENDA ITEM NO. 5.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: November 5, 2026

TIME REQUIRED:

AGENDA: **APPROVAL OF PREVIOUS MINUTES**

TITLE:
For possible action. Discussion to approve the minutes of the regular meeting on October 1, 2026, of the Board of County Commissioners.

RECOMMENDED MOTION:
Approve the minutes of the regular meeting on October 1, 2026, of the Board of County Commissioners, as presented.

FINANCIAL IMPACT:
None.

BACKGROUND:

ATTACHMENTS:
100126ForBoardApproval.pdf

DRAFT

The Regular Meeting of the Board of County Commissioners was held on Thursday, October 1, 2026, beginning at 10:00 AM in the meeting room of the County Administration Building, 1616 8th Street, Minden, Nevada and via Zoom participation as well as was streamed via Live Stream – Video Link, Douglas County YouTube Channel. **When applicable, the minutes below have been transcribed.**

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1. CALL TO ORDER

The meeting was called to order at 10:00 AM.

COMMISSIONERS PRESENT:
Mark Gardner, Chair
Nathan E Tolbert, Vice Chair
Wesley Rice, Commissioner – *via Zoom*
Danny Tarkanian, Commissioner
Sharla Hales, Commissioner – *via Zoom*

STAFF PRESENT:
Dan Coverley, Sheriff
Amy Burgans, Clerk-Treasurer
Jenifer Davidson, County Manager
Doug Ritchie, Chief Civil Deputy District Attorney
Nicki Oehlerking, Assistant County Clerk
Michelle Pablo, Senior Deputy Clerk

2. PLEDGE OF ALLEGIANCE

Led by County Manager, Jenifer Davidson.

Chairman Gardner speaks:
Okay, before we go into the Opening Public Comment, I did have some housekeeping items to indicate. Number one, Commissioner Rice continues, but he's making progress, and so he's with us today remotely. And hopefully we'll see him shortly back in the Chambers. And secondly, Commissioner Hales is not available to be with us in person today, so she'll be joining us. And I understand she said that she would be just a few minutes late, but we'll go through the preliminaries anyways. With that also, as I look at the agenda, I'm going to put my tongue on the line here, Ms. Burgans. I'm not making a bet. I've lost too many lunch bets with you. But anyways, I anticipate that I don't see really an hour's worth of work after 1:00 PM and so in that case if there's not an hour's worth of work after 1:00 PM, then we will not be taking a lunch break then. Okay. We'll just power through the lunch hour and break whenever and adjourn when it's the appropriate time to adjourn when all the business is conducted.

3. PUBLIC COMMENT (No Action)

Chairman Gardner speaks:
So anyways, we allow three portions of Public Comment. We have Opening Public Comment, which is limited to three minutes per speaker and we use timing lights to regulate that. Our Vice Chair Tolbert handles that clock. And so we ask you to approach the podium and print your name so we can get it clearly into the record, state your name, once you state your name, then your time will start. And you'll hear a light beep and a yellow light when you have 30 seconds left. You'll hear an obnoxious beep and buzz and a red light when your three minutes has expired and we ask you to please sit down at that time. In addition to Opening Public Comment, we allow Public Comment on Administrative Agenda items that are identified for possible action, not on the presentation only items, and then at the end of the meeting again at Closing Public Comment. If you plan to speak on a specific agenda item that is on the

UNAPPROVED

Administrative Agenda, there's a couple today, and identified for possible action, we ask you to please provide your Public Comment when that agenda item is heard. We do make an exception there, if you need to return to work or some other activity, we do offer the opportunity to use Opening Public Comment to speak on those items. Just understanding that if you've taken that opportunity to do so, then you've forfeited your three minutes when that item comes before us. We do not take Public Comment on Liquor Board items, of which we have one today. So anyways we ask you also to please keep your Public Comment to matters that are within the jurisdiction and control of the Board of County Commissioners and addressed to the Board and not to the public so that the Board may take future action on the issues that are raised by the public. So at this time, Public Comment will be taken on those items that are within the jurisdiction and control of the Board of County Commissioners. We welcome your comments.

Ellie Waller speaks:
Good morning. North County resident. The Record Courier yesterday reported on Jacks Valley Elementary School status; closure awaiting State approval. The school board trustees voted 5-2 to close the school after the 27/28 school year. This is my backyard, so you'll be hearing from me and others when possible proposed zoning changes come forward for your consideration. A map indicates that the parcel could be rezoned to residential. More than 60 lots requiring Board of Commissioners approval, potentially doubling the neighborhood south of the road. School board officials are expected to finalize decisions at their December 17th school board meeting. With new laws on the books that allow multi-family on commercially zoned properties, this raises possibilities that were never envisioned in the Indian Hills and Jacks Valley Community Plan. Policy 6 states minimize the number of points of access to US 395, Sunridge Road, Topsy Lane, Vista Grande, currently being planned by a group of developers, and Jacks Valley Road. The actual words say limit direct access from private property. Policy 7 will have a proposed project assessed by Indian Hills GID because the policy states, requires connection to a centralized water system and sewage treatment and disposal system for all new development in designated urban development. Furthermore, Policy 10 states that future development in the North Douglas County Specific Plan, which has many new homes recently built, is characterized as high density single-family development. It's already having impacts on Jacks Valley Road. Additional information in the community plan describes Indian Hills, Silverado Estates, Alpine View Estates, Clear Creek Specific Plan, which has an emergency exit into my subdivision to get to Jacks Valley Road. The community plan never considered that Jacks Valley Elementary could or should be rezoned for homes. Furthermore, there is a small lot across the street from the school in the Lands Bill designated a Special Use Permit. This project will have a 300-foot noticing radius where I believe no one lives or business exists. Douglas County should consider a town hall meeting in the future for any proposed changes and updates about this process. I want to thank Douglas County for being the only county that allows as much Public Comment on items as they come forward. Lots of entities have changed, but I do encourage you to reinstate Zoom as two of our Commissioners today can't make it, sometimes the public can't either. Thank you.

Chairman Gardner speaks:
Thank you. Is there additional Public Comment? Going, going, gone. Okay. Then we'll close Public Comment and bring it back to the Board.

4. APPROVAL OF AGENDA

MOTION TO: Approve the agenda; carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Nathan E Tolbert, Vice Chair
SECONDER:	Danny Tarkanian, Commissioner
AYES:	Wesley Rice, Mark Gardner, Danny Tarkanian, Nathan E Tolbert

UNAPPROVED

APPROVAL OF PREVIOUS MINUTES

5. For possible action. Discussion to approve the minutes of the regular meeting on September 3, 2026, of the Board of County Commissioners.

MOTION TO: Approve the minutes of the regular meeting on September 3, 2026, of the Board of County Commissioners; carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Wesley Rice, Commissioner
SECONDER:	Danny Tarkanian, Commissioner
AYES:	Wesley Rice, Mark Gardner, Danny Tarkanian, Nathan E Tolbert

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

DOUGLAS COUNTY LIQUOR BOARD

7. For possible action. Discussion to approve the On-Site Retail Unrestricted Liquor License for La Hacienda Del Sazon Gonzalez LLC, dba La Hacienda Del Sazon, represented by owners Jose Gonzalez and Luis Gonzalez. Jose Gonzalez and Luis Gonzalez have signed a Waiver of Notice of Hearing. La Hacienda Del Sazon is located at 1685 US Highway 395, Suite B, Minden, Nevada. (Captain Koontz)

MOTION TO: Approve the On-Site Retail Unrestricted Liquor License for La Hacienda Del Sazon Gonzalez LLC, dba La Hacienda Del Sazon; carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Nathan E Tolbert, Vice Chair
SECONDER:	Dan Coverley, Sheriff
AYES:	Wesley Rice, Mark Gardner, Danny Tarkanian, Nathan E Tolbert, Dan Coverley

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

CONSENT CALENDAR

MOTION TO: Approve the Consent Calendar Items A-H; carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Nathan E Tolbert, Vice Chair
SECONDER:	Danny Tarkanian, Commissioner
AYES:	Wesley Rice, Mark Gardner, Danny Tarkanian, Nathan E Tolbert

9. CONSENT ITEMS

A. For possible action. Discussion on the Outdoor Festival License application submitted by Traci Votel, Co-Director of Carson Valley Community Food Closet, for the Carson Valley Turkey Trot to be held Thursday, November 26, 2026, from 7:00 AM to 11:00 AM, at Minden Park, 1601 Sixth Street, Minden, Nevada. (Amy Burgans, Clerk-Treasurer)

UNAPPROVED

B. For possible action. Discussion to accept a $10,305.75 Affordable Housing Grant Award from the State of Nevada's Department of Business and Industry, Housing Division, for the period of July 1, 2025, through June 30, 2028, and authorize the County Manager to sign the grant award and any associated grant paperwork. These grant funds will be used to provide temporary housing and rental assistance to qualified Douglas County residents. (Brook Adie, Community Services Director)

C. For possible action. Discussion to accept the second year of funding for the DART Operating grant, in the amount of $759,689, for the time period of October 1, 2026, through September 30, 2027, and authorize Chairman Gardner to electronically sign the Year 2 Agreement through Docusign. (Brook Adie, Community Services Director)

D. For possible action. Discussion to accept the auditor's report on Douglas County's general ledger cash balances through August 31, 2026, per Nevada Revised Statute 251.030. (Kathy Kaiser, Comptroller)

E. For possible action. Discussion to accept $22,377 from the Federal Bureau of Investigation (FBI) pursuant to the Safe Streets Task Force Memorandum of Understanding for Fiscal Year 2026-27 to reimburse overtime for the hours worked by the Douglas County Sheriff's Office Investigator assigned to the FBI Safe Streets Task Force. (Undersheriff Elges)

F. For possible action. Discussion to accept a $5,200 State Homeland Security Program (SHSP) grant through the Nevada Office of Emergency Management; augment the Emergency Operations budget in the amount of the grant award; and authorize the Director of Emergency Management to sign all related documents. (Kara Easton, Director of Emergency Management)

G. For possible action. Discussion to approve the purchase of thirty-three (33) XL-200 Portable Handheld Radios and four (4) XL-200 Mobile Radios by the Douglas County Sheriff's Office from L3Harris Technologies, Inc. for a total cost of $99,908.12. (Undersheriff Elges)

H. For possible action. Discussion to accept $22,377 from the Drug Enforcement Administration (DEA) pursuant to the Task Force Memorandum of Agreement to reimburse overtime for the hours worked by the Douglas County Sheriff's Office Investigator assigned to the DEA Task Force for Fiscal Year 2026-27. (Undersheriff Elges)

ADMINISTRATIVE AGENDA

10. ITEM(S) PULLED FROM THE CONSENT AGENDA WILL BE HEARD AT THIS TIME – none

Chairman Gardner speaks:
Well, I know I see a pink lady out there, but I think we have others coming, so I'm going to delay that until I see them in the room. We'll do the other ones. Okay.

PRESENTATIONS

11.1 For presentation only. Ceremonial presentation of Proclamation 2026P-055 recognizing October 2026 as Breast Cancer Awareness Month in Douglas County. (Commissioner Gardner)

Administrative Agenda Item 11.1 was heard after Administration Agenda Item 11.3.

UNAPPROVED

Chairman Gardner read the agenda item and proclamation into the record.

To review the full proclamation please see the Agenda Packet material.

Applause was heard.

Chairman Gardner speaks:
We have a number of ladies here that have experienced this disease. Standing right here in front, my wife Laura, a 37-year breast cancer survivor. Anyways, glad to still have her with us. So I'd like you to please, anybody want to speak? Oh. We do. Okay, good.

Courtney Moore, Carson Valley Health Foundation Executive Director, speaks:
So we want to thank you, Commissioner Gardner and the rest of the BOCC for recognizing October as Breast Cancer Awareness Month. On behalf of Carson Valley Health, we are actively expanding cancer care services here in our community at our local hospital, breaking ground on a new cancer care center next year. So we're trying to keep our local cancer care services here in Douglas County. So together we can raise awareness, encourage early detection, and support local patients and families impacted by breast cancer right here in Douglas County. So, thank you.

Applause was heard.

Photos were taken.

RESULT: PRESENTATION HELD.

11.2 For presentation only. Ceremonial presentation of Proclamation 2026P-056 recognizing October 2026 as National Domestic Violence Awareness Month in Douglas County. (Melissa Elges, Vice Chair, Family Support Council and Brandy Thomson Interim Executive Director, Family Support Council)

Chairman Gardner read the agenda item into the record.

Jenifer Davidson, County Manager, read the proclamation into the record.

To review the full proclamation please see the Agenda Packet material.

Applause was heard.

Jenn Forzani, Family Support Council Program Director, speaks:
Good morning, ladies and gentlemen, Commissioners. I would like to on behalf of the staff of Family Support Council, thank the Commissioners and Douglas County for this recognition. Our agency, along with many others, including the Douglas County Sheriff's Department, the Douglas County District Attorney's Office, and numerous others worked tirelessly over the years, months, days to try and provide opportunity for growth and support for the victims fleeing in Douglas County. In my 13 years, I have watched the stigma of domestic violence begin to fade. The negative and damaging stigmas that go along with it have started to decrease. We are aware that this is not a problem that is only between four walls. We are well aware of the fact that this is a ripple effect that affects our entire community, day in and day out. It is prevalent in the children that can't pay attention in a classroom due to unsafe circumstances at home. It is prevalent in the worker who is struggling to make ends meet and to find their new path in life.

UNAPPROVED

It is prevalent in the individuals we watch that they can't control their anger in a road incident. It's prevalent consistently, but that stigma is fading. That ripple effect is still there and we're aware of it now. I ask each one of you to be a part of the ripple effect in the positive regard. I ask each one of you to take the information that you got today of the fact that Family Support Counsel even exists and that we have a confidential shelter here in Douglas County. And if you know somebody that can benefit from our services, send them our way. Do something kind for the individuals that do this work tirelessly. Say thank you to the Douglas County Sheriff's Department, the Douglas County District Attorney's Office, Douglas County Social Services for what they do for our community day in and day out. A kindness to an advocate who takes that secondary trauma home with them. One step further, our candlelight vigil is this evening. It's on the Carson Valley Cultural and Museum front lawn, right on 395. We don't mind when people honk as they go by. It's a sign of support, and we appreciate it. That will be this evening at 5:30 PM. Take the information today and be that positive ripple effect for Douglas County. Thank you.

Melissa Elges, Family Support Council Board Member, speaks:
I don't have much more to add just on behalf of the board, who many of us are here today, we just want to thank our staff for the amazing work that they do. And as Jenn mentioned it really is the collaborative work that we all do together. Just the other night, Jenn got a phone call in the middle of the night, which she responded to, and her and Nadine came across an individual, a young lady who was in our community who did not have a place to go with her four children. And for various different reasons, we couldn't activate our shelter but they worked through the night to get this young lady a hotel room and a place to stay. And so as Jenn mentioned, it's everybody working together. And those are the types of things… there is a service gap in our community and Family Support Council provides that need. So, thank you so much for allowing us to be here today. Oh, and one more thing, we are actively raising money for our kitchen in our shelter. And the kitchen may not seem like it's an essential service but truly, when you are faced with so many other obstacles and you're bringing your child and looking for a safe haven and a safe and comfortable place to stay, it does truly make a difference. So Brandy Thomson, who is our Interim Director, is gladly taking donations today if anyone or you know of anyone who would like to give us money. So, thank you again.

Chairman Gardner speaks:
Quick question. I had a quick question, Melissa. If an individual feels like they need this service, how do they go about reaching out to you? Do you have a website, phone numbers? What do you have?

Ms. Elges speaks:
Yeah, I'm going to let Jenn answer that question. She's the best person.

Ms. Forzani speaks:
So yes. 775-782-8692 is our 24-hour crisis.

Chairman Gardner speaks:
Slow down.

Ms. Forzani speaks:
I'm not good at that, sir. I'm terrible. 775-782-8692 is our 24-hour crisis line. We recently have added a texting line which has been of great benefit to younger generations that are also experiencing violence. That number is 775-790-6782. We are 24 hours a day, seven days a week, 365 days a year. We have three volunteers that have been with our agency for longer than me, 15 years, one that's been with us almost ten. They help us out five days a week as the front line as far as that call center is… Call center, that makes us sound really fancy. It's just us. And then on top of that, one of our three advocates is always available as the backup for whatever assistance is needed.

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Chairman Gardner speaks:
We appreciate everything you do. So, thank you.

Photos were taken.

RESULT:	**PRESENTATION HELD.**

11.3 For presentation only. Ceremonial presentation of an employee service award to Kevin Karosich for 20 continuous years of service to Douglas County. (Sheriff Coverley)

Chairman Gardner read the agenda item into the record.

Dan Coverley, Sheriff, speaks:
All right. Thank you very much. Deputy Karosich has been with the Sheriff's Office for 20 years. He started in September of 2006. Before coming to the Sheriff's Office, Kevin did a career with the United States Air Force. So not only is he serving the community as a Law Enforcement Officer but prior to that, he served our country. Kevin is a great example to me and I don't know that he realizes it. He probably doesn't. But when he started, I've always been impressed with Kevin and he's just a good man. He's the perfect type of individual that we want serving our community with the Sheriff's Office. Like all Deputies, he started in the jail and did about three years there and then went to patrol. And since 2019, he's been one of our School Resource Officers at both Pau-Wa-Lu Middle School and now at Carson Valley Middle School. I think to kind of give you an example of the type of Deputy that Kevin is and the type of man and mentor, at Pinion Hills Elementary School, they reward some of their kids that do a good job throughout the year at the end of the school year by letting them pick an activity that they would like to do. And so the activity that they've picked in the last at least three years that I know of has been to play dodgeball with Kevin. And so, Kevin has invited myself and some of the other Captains to come down and we play an afternoon, a couple hours as several groups of kids come in and pelt us with balls and we get our shots in. But I think that illustrates that Kevin is respected and well liked and is making the connection with our school kids at all levels at the elementary school and at the middle school. The School Resource Officer is an important position; not anyone can do that. You have to want to be there. You are kind of on an island; you're Switzerland within the school district. You're not a school teacher, you don't work for the school district, but you're there to protect the kids. You are there literally to put your life on the line heaven forbid if we have something bad happen; that's your main purpose there. They do much more than that, as you can see with the dodgeball thing, but that's his main role is to keep our kids safe. He's a great example to them. His wife, Sheri, and their two daughters, Grace and Faith, are here. And the other compliment that I can give Kevin that I think is the most important thing that I can say is Kevin is a good husband and father. And I think that that really says it all. So I'm very proud of you, Kevin. So glad that you're working here with us. And 20 more?

Laughter was heard.

Deputy Kevin Karosich speaks:
Slow down.

Applause was heard.

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Deputy Karosich speaks:
I appreciate every opportunity the Sheriff's Office has given me and I appreciate the support from my family. And I'm not going to do 20 more but it's been a great experience. And the 20 years have been very… I've been blessed. So thank you for letting me do this. Thank you.

Applause was heard.

Chairman Gardner speaks:
We do have 35-year pins.

Photos were taken.

RESULT:	**PRESENTATION HELD.**

Administrative Agenda Item 11.1 was heard after Administration Agenda Item 11.3.

COMMUNITY DEVELOPMENT

12. For possible action. Discussion to hear or continue Verizon Wireless' appeal of the Planning Commission's decision to deny Development Application DP24-0169, a Design Review to install a new 80-foot monopole cell tower and associated network equipment at 1699 County Road, within the Town of Minden (APN: 1320-30-802-004). The appellant is Verizon Wireless (Alan Bar) and the appellant's representative is Epic Wireless (Melissa Ofina). The appeal was assigned development application number DP24-0204. The appellants are requesting a continuance to allow Verizon to continue its efforts to find alternative tower locations. In the alternative, a hearing on Verizon's appeal will occur. (Linda Doherty, Assistant Planner)

Chairman Gardner read the agenda item into the record.

Linda Doherty, Assistant Planner, speaks:
Thank you, Mr. Chair, Commissioners. Thank you for hearing us today. Verizon is asking for a continuance because they do have another parcel they've identified and have submitted a Design Review for which will be heard at the October 13th Planning Commission meeting. And so they're asking for the continuance just because the timing didn't quite work out because they were due to complete either the appeal or continuance today.

Commissioner Hales joined the meeting via Zoom.

Chairman Gardner speaks:
Okay. I've just been informed by staff that Commissioner Hales has joined us.

Commissioner Hales speaks:
Yes. I'm here. Thanks.

Chairman Gardner speaks:
Very good. Thank you. We're on Item 12. Okay. Is that…? I'm sorry, I got distracted. Okay. Are you basically, so what they're doing is they're asking for us to basically reset the shot clock; is that right? Okay. And give them time to pursue or continue to pursue alternate locations.

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Ms. Doherty speaks:
Yes. And they have identified a parcel.

Chairman Gardner speaks:
They have one. Okay. Yeah. Okay. Is there any questions by the Commissioners? Are we ready for questions by the Commissioners? Okay. Is there any questions by the Commissioners? Okay. Very good. So we will then go to Public Comment. Sorry? Is the applicant here? Okay. Is this Melissa Ofina? Did I get that right? Okay. Thank you.

Melissa Ofina, Epic Wireless Director of Site Development, representing the applicant, speaks:
I just want to say good morning, Chair and Commissioners. Thank you for allowing us to present this item and request a continuance to the appeal so that we can have our alternative candidate heard on the October 13th Planning Commission meeting. And I'm available for any questions.

Chairman Gardner speaks:
Okay, Commissioners, any questions of Ms. Ofina? Okay.

Ms. Ofina speaks:
Thank you so much.

Chairman Gardner speaks:
Okay, so before I entertain Public Comment on this, the next item is for Public Comment, I would indicate to the public that what we are doing today is we're not discussing the alternate locations. All we're doing is discussing requesting the extension or the continuance to allow Verizon to seek its efforts to alternative locations, right. So okay. Very good. So at this time then I'll entertain Public Comment. Is there Public…? Don't. Okay.

PUBLIC COMMENT

Bill Cerrito speaks:
Good morning. I'm a licensed engineering contractor. I'm going to go ahead and agree with the extension. But I will say that there is really no good place to put that tower. That the area you want to put this tower is near Station 14. And I want to remind County Commissioners here that they did not like the fact that putting that tower at Station 14 near a huge population of our children, we're talking 200 feet away from the daycare, 240 feet away from the dance center, the swim center is 350 feet away and 550 feet away is 1,300 children in our high school. This is the largest population of children in this county, is in this area. And I'd like to remind the County Commissioners that the D.C. Federal Appeals Court ordered the FCC to respond to the Children's Health Defense petition on wireless radiation health risks on children within 30 days. Now, this is almost a year and a half ago, and the FCC keeps asking for extensions and extensions because they need to do more research. The word is out that the radiation from these towers is detrimental to children And deciding to put a tower in this location is a very, very bad idea. So I just wanted to make that comment. And as far as our team is concerned, I think extending this is okay. But there's no good area anywhere. Our engineer said it needs to be 2,000 feet away from human beings. That is a safe distance for the radiation. And just wanted to keep that in mind. Thank you for your time. Have a good day.

Chairman Gardner speaks:
Thank you.

Susan Roaldson speaks:
I live in, near this area. I agree to let Verizon find another spot, but our Kent Chamberlain gave them 27 spots and they denied everyone. He's a RF Engineer and he is trained and his whole job is figuring out

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where cell towers can go safely. Verizon was given many, many locations at our expense and they denied all of them. We know now that they're looking at the Rand property on Highway 88. This is not a good location for many, many reasons, which we can go into later. But don't forget, with every one of these cell towers, we're going to have collateral damage. What is collateral damage? It's an accidental injury, death, or destruction that happens to an unintended target as a side effect of a primary action that we take. A couple lived on Stephanie Lane next to the one that's going up. He had a health problem. He knew if he stayed across the street from that health, that cell tower, that his health would deteriorate. He moved. He was forced out of his home for his health. I think that's terrible. Do you know what a home… Google this, what is a home? A person's home is far more than a physical structure. It is a profound psychological and emotional sanctuary where a person can stop performing and truly rest. A home provides a controlled environment where the nervous system can finally let down its guard, offering a door to close against an unpredicted world. Please don't take this away from us. Do not allow these towers next to our homes. Put them out further away. A mile is too close. If you put it on 88, you're not even a quarter of a mile from the Mackland subdivision. You've got the swim center and you've got the Westwood homes. This is not safe. The harm from EMF close exposure, even our phones, is real. We can mitigate our phones, but we cannot mitigate where we choose to put these towers. I'm going to remind you that the FCC was sued and they still have not come forward with a suitable safety study in the last 30 years. Also, children, they have never, ever, ever done a study on children. Let's not put them near our children. We have that choice now. And you know, in ideal conditions, a cell tower can radiate two miles in a city but 25 in a rural area. It can go. Why are we going to put these towers on top of our homes if they can reach 25 miles. Put them out from us. That's all we're asking. You know what, it's so silly, we're asking for one thing, safety, period. We don't want money. We don't want anything else. We don't want blood. We want safety. Thank you.

Chairman Gardner speaks:
Thank you. Once again, we're not discussing today the location, we're discussing a continuance.

Greg Roaldson speaks:
Good morning. Also a Minden Town resident. And I understand that we aren't discussing location, but just for the record, I'm not opposed to Verizon seeking alternative sites. I am, however, opposed to them seeking sites next to neighborhoods, specifically on the Rand property. And more importantly, I believe this triggers the same set of circumstances in Title 20 under our code of 20.614.040. Specifically, it triggers the same set of circumstances that led to the denials on Station 14. Specifically, A, B, E, G, and H. And more importantly, I also believe it triggers F now because the Dangberg Ranch, our most sensitive National Historic site is right next to this property, right across from the river itself. Putting these towers next to swim centers, neighborhoods, daycares is certainly not desirable, to say the least. And most importantly, at a federal level now, HHS is now requesting information from all parties regarding the sensitivities of EMF, wireless radiation and such. They hope to get those reports all in by the 26th of October. Unfortunately for this timing and what you guys have to decide on is probably relegated still to the FCC requirements, unfortunately. But most importantly, I believe that you guys hold the power to deny this based on our own city codes. Local control is important and you guys have the power with the local control in our codes as they exist right now. Please remember this issue is about maintaining our local control to ensure public safety, character, and the quality of life. Please use it. Thank you very much for your time.

Chairman Gardner speaks:
Thank you.

Rhiannon Kamper speaks:
Good morning, Commissioners. I just wanted to say that I do agree with the continuance for finding an alternative location. And I do want to point out that when they first came to present why they needed a tower, they were talking about how there was a gap in coverage. And since this time they have been

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updating the towers, the one over on the old Frontier building as well as the one on the police station. And so I'm not sure, they were obviously doing that so they could get that gap in coverage mitigated so maybe if there's another analysis done that might show that there's not a need for another tower, I don't know. But I do know that when the Engineer that we hired had shown that there wasn't a gap in coverage and the one that they had paid for and had come present to you showed that there was or the simulation that they did. So maybe take that into consideration. Okay. Thanks.

Chairman Gardner speaks:
Thank you.

Casey Rodgers speaks;
I just want to come in agreement. I prefer you being able to just deny this altogether, but I think that you need to reassess and make sure that there is a gap still with all the updates that they say they have done. Because if there isn't, then there is absolutely no need for a tower. And that's all I'm going to say. Thanks.

Chairman Gardner speaks:
Thank you. Additional Public Comment? Sensing no additional Public Comment, I'm going to bring it back to the Board. And is there any other questions by the Board? I only had one question. So this, should we approve a continuance, that continuance I see is January 21st, 2027?

Ms. Doherty speaks:
That's correct.

Chairman Gardner speaks:
Is there a time frame there? Is that 90 days or what… so October, November, December or January, so 120 days. Is that…?

Ms. Doherty speaks:
That's correct.

Chairman Gardner speaks:
Okay.

Ms. Doherty speaks:
And we do have a…

Chairman Gardner speaks:
I should have done that myself. But anyways, I just did.

Ms. Doherty speaks:
And we do have an agreement…

Chairman Gardner speaks:
Do we have to extend to January 21st?

Jenifer Davidson, County Manager, speaks:
Mr. Chairman, if I may. So it appears in the background materials, there is a different date listed in January. So we do want to clarify for the public record that this would be specifically continued to January 21st, which is the Thursday meeting. The January 22nd date in the background information is not correct. It would be January 21st.

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Chairman Gardner speaks:
I appreciate that clarification. Did you wish to add something? By the way, I should have said that earlier but we have our, one of our Civil Deputy District Attorneys with us today filling in for Chief Civil Deputy District… Doug Ritchie.

Cynthia Gregory, Deputy District Attorney, speaks:
It's a mouthful, I know. Thank you, Mr. Chairman. Just for clarification, if the Board is going to continue this, I would just ask that you put on the record that it is for good cause and consistent with the relevant Douglas County Codes and Code of Federal Regulations just to make sure we get that in the record, because there are some very specific requirements to continue it. So good cause, Douglas County Code, Code of Federal Regulation.

Chairman Gardner speaks:
That's up to these guys.

Ms. Davidson speaks:
Or you could say, so moved.

Ms. Gregory speaks:
That's what I'm asking. Thank you.

Chairman Gardner speaks:
Okay. I'll entertain… if there's any other questions, Commissioner Hales, Commissioner Rice.

Commissioner Hales speaks:
No questions here. Thank you.

Commissioner Rice speaks:
No questions here either. Thank you.

Chairman Gardner speaks:
Then therefore, I will entertain a motion.

Ms. Doherty speaks:
Excuse me. Sorry. Excuse me, I just wanted to clarify there is a signed agreement to extend the shot clock, and that's the January 22nd but they have agreed to that. So it's a day later than the meeting, but yeah.

Commissioner Tarkanian speaks:
I'll make a motion to approve the continuance based upon it having good cause, follows Douglas County Code and something about the federal deal.

Ms. Gregory speaks:
Complies with the relevant Code of Federal Regulations.

Commissioner Tarkanian speaks:
And it applies with the relevant Federal Code of Regulations. All right.

Vice Chairman Tolbert speaks:
Second.

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Chairman Gardner speaks:
We have a motion on the floor. Sensing no further discussion, all those in favor signify by saying aye. The motion passes 5-0. Thank you. Thank you for your presentation, Ms. Doherty.

Ms. Doherty speaks:
Thank you very much.

MOTION TO: Grant the request for a continuance based on good cause, Douglas County Code, and complies with relevant Code of Federal Regulations and continuing the item to the January 21, 2027, Board of County Commissioners meeting; carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Danny Tarkanian, Commissioner
SECONDER:	Nathan E Tolbert, Vice Chair
AYES:	Wesley Rice, Sharla Hales, Mark Gardner, Danny Tarkanian, Nathan E Tolbert

Chairman Gardner speaks:
Okay. Do we need to take a quick break or are we good? No? Okay. That's good. I'm good. I just want to make sure I let you guys, if you need one.

FINANCE

13. For possible action. Discussion to approve the Douglas County Community Grant process, including an update of the Douglas County Community Grant website, notice of funding intent for media, community grant application, and scoring sheets. $150,000 of grant funding is currently available in addition to another $30,000 through the Social Services Department. (Debbie Swickard, Grants Administrator)

Chairman Gardner read the agenda item into the record.

Kathy Kaiser, Comptroller, speaks:
Thank you so much for having us today. With me today is Debbie Swickard, she is our Grants Administrator. First, we just want to say thank you. We are very excited to bring this item forward to you today. Debbie has a presentation for you. It is basically our plan for the 26/27 Community Grant Program. So without further ado, I will let Debbie take it over with her presentation. Thank you.

Debbie Swickard, Grants Administrator, speaks:
Good morning. Thank you for having us today, Commissioners. We're very excited about this getting started. Today is the first day that we're opening it up so we're going to go through what are community grants. A lot of people are asking, what does it mean and how can we do it?

Ms. Swickard began the presentation and covered the following topics:

- Douglas County Community Grants 2026-2027 Looking to the Future
  - What are Community Grants?
    - Under Nevada law, the Board of County Commissioners may award grant funding to non-profit community organizations that provide a substantial benefit to the residents of the County.

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- NRS 244.1505 states the Board may award monies to non-profit organizations created for religious, charitable, or educational purposes, or to a government entity, for any purpose which will provide a substantial benefit to the inhabitants of the County.
- Over the past 16 years, the Community Grant Program has awarded over $2,140,200.00 to help support countless Douglas County non-profit organizations!
- Community Grants help address needs beyond the services the County directly provides while advancing the County's Strategic Plan

Ms. Swickard speaks:
When we talk about the different things that we want to achieve with the strategic goal in our Strategic Plan for the County, we've got a number of different areas. For Public Health, in the past, we've had donations that we've given to Kids and Horses, Between Horses and Humans, Healing Arenas, Family Support Council, Partnership Douglas County, Suicide Prevention Network, the Douglas County Food Closet, Tahoe Youth Family Services. So there are a number of organizations that fit our Strategic Plan that help the County. On the resilience of the community, so many of these organizations also fit this bill, but they might be a little bit outside the box, but they still fit that bill. For Public Safety and the judicial system support, we've got East Fork Volunteer Fire Department, the Douglas County Center for Hope and Healing. We've got back there, Suicide Prevention Network. And so many of these non-profits tie back and forth to many of the different Strategic Plan initiatives that the County wants to achieve. On the Quality of Life, well, let me go back to Communication and Community Connections. We've got the schools. We've had Zephyr Cove, the Parents Club. We've given to St. Gall, we've given to MEFIYI, there's a number of different agencies. We've given to UNR for a program to help school children. We've got the Quality of Life and Community Enrichment. We've had the Carson Valley Quilters Guild, we've got MEFIYI, Carson Valley, the Wind Down Wednesdays, Community Services Foundation for Incredible Kids. We've got WAVE, the Douglas Dolphins Swim Team, UNR, and Douglas Animal Welfare Group. So many organizations that are non-profits throughout the community fill those gaps that the County can't provide. And we're very pleased to be able to help them with that.

On the proposed grant programs for this and priorities for this year, there are a number of agencies that will fill these gaps and go along with the Strategic Plan of what the County is aiming for. When we talk about serving with quality County services and we expand access to essential services, so many of these organizations take this on as we've seen today with domestic violence and all. Working together with these non-profits fills the gaps that we can't supply as a County. It's exciting because this year we have more money than we've had in the past. In the past, we've had about $250,000 to $280,000 requested in funding, but we've only had about $155,000 to go around. So I got excited when there's more money out there for our non-profits. On the Social Services side, the $30,000 is for indigent supplies. We've had the Food Closet, St. Gall's, Welcome All Veterans Everywhere, and Kids and Horses. They have all served the indigent community. A few of the past recipients are listed here, but there are so many more that we have been able to help that the County has supplied funding for, and to be very proud that we've been able to help them. And I'm extremely thankful that the Board has given money in the budget this year for the community grants and that we can go ahead with that.

Today it starts. The first day of the application is today. Everything is online. They can go on and pick up their application. All the requirements, everything that they need and then we'll get started. Now, tomorrow is a webinar for anyone that is interested in learning what is required for this year. There are a few changes from prior years at the direction from the County Manager of what she'd prefer so we're going to go over those items. Anyone that is interested in putting an application in and would like to be part of the webinar can email communitygrants@douglasnv.us and I will send them the link so that they can be part of the webinar. It's at 9:30 tomorrow morning and it usually lasts about an hour. It actually becomes a family reunion so a lot of the non-profits all talk back and forth to see what they've done over the year. To all the non-profits, we thank them for what they do because without them, a lot of the services

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that we need in this community would never come to fruition. So on behalf of myself, Douglas County, thank you to the non-profits.

To review Ms. Swickard's full presentation please see the Agenda Packet material.

Chairman Gardner speaks:
Thank you. Ms. Kaiser, did you have anything you wanted to add?

Ms. Kaiser speaks:
Thank you. So today we are here to ask for acceptance of our plan. In the Supplemental Packet, you'll see that we have our proposed timeline and application, so we are here today to bring that forward to you for acceptance. And we're very anxious to just get started with this program. I know Debbie is very passionate about community grants, and we're looking forward to our Community Grant Program for 26/27. So we're here and happy to answer any questions you may have.

Chairman Gardner speaks:
Very good. I'm going to go online first. Commissioner Hales, Commissioner Rice, any questions?

Commissioner Hales speaks:
I don't have any questions but I'm so pleased we can do this. I feel like it is a way to maximize our money when we can in our effort to really help residents with quality of life. And I appreciate all the many, many volunteers with the non-profits who make good things happen in our community. And being able to help in a little way is really meaningful. And I appreciate our staff making sure the use of these funds is done prudently and efficiently. I know it's a burden for them and I really appreciate it. So, thank you.

Chairman Gardner speaks:
Thank you. Commissioner Rice?

Commissioner Rice speaks:
I have no questions.

Chairman Gardner speaks:
Okay. Very good. Other Commissioners? No? Okay. I have no questions either. This is for possible action, so we will entertain Public Comment. Is there anybody who wishes to offer Public Comment?

PUBLIC COMMENT – none

Chairman Gardner speaks:
Okay. Sensing no Public Comment, we'll come back to the Board. I will echo what Commissioner Hales said in regards to the tremendous job that you're doing, Ms. Swickard. When we approved that position three or four years ago, how long has it been now? Five years, 2021. Okay. Well, you know, it was originally proposed that we have a one half, .5 FTEs and I suggested that I didn't know how you were going to do half a job but I'm so glad that we went ahead and approved the full time FTE because of what you do in this program, what you do in our other grant process, bringing in funds to the County that we would perhaps overlook, also in helping our other departments identify grants that are available to us to help offset costs, and then to our other entities within the county. So, thank you, once again, so much for the job you do. Appreciate it. We don't get to see you very often or express that, so I wanted to make sure I took the opportunity to do so today. With that, then if there's no other questions, I'll entertain a motion. Did you have something you wish to say?

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Vice Chairman Tolbert speaks:
Yeah. I feel like I should make a disclosure that given you listed a bunch of the non-profits that have received funding before, I'm a member of the advisory board of three of them that were up there and I participated in another but that shouldn't affect my ability to vote on this one because it's not going to be a direct, I'm not going to personally benefit from any of that. And any of those groups that I'm with will have to provide an application. So at that time, I may have to possibly abstain or disclose at that time. But at this point, I believe I'm fully capable of making an independent decision.

Chairman Gardner speaks:
Thank you for being transparent. Okay. Without that, then if there's no other questions, I'll entertain a motion. Commissioner Hales, you want to make a motion?

Commissioner Hales speaks:
I move that we approve the Community Grant process as presented.

Commissioner Tarkanian speaks:
Second.

Commissioner Rice speaks:
I'll second.

Chairman Gardner speaks:
Motion by Commissioner Hales, seconded by Commissioner Tarkanian to approve the Community Grant process as presented. Sensing no further discussion, all those in favor signify by saying aye. Okay. Motion passes 5-0. Thank you.

MOTION TO: Approve the Community Grant Program as presented, including updates to the Douglas County Community Grant website, notice of funding intent for media, community grant application, and scoring sheets; carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Sharla Hales, Commissioner
SECONDER:	Danny Tarkanian, Commissioner
AYES:	Wesley Rice, Sharla Hales, Mark Gardner, Danny Tarkanian, Nathan E Tolbert

COMMUNITY SERVICES

14. For presentation only. Presentation on the current community grant opportunities available through the Douglas County One Nevada Opioid Prevention Fund and current program updates and accomplishments. (Jodi Martinez, Manager of Social Services and Sarah Johnson, Administrative Services Manager)

Chairman Gardner read the agenda item into the record.

Jodi Martinez, Social Services Manager, speaks:
Good morning. So today I have the great honor of being here with Sarah Johnson, our Administrative Services Manager over Behavioral Health Programs at Social Services. It's a really long title, but she does a lot of important work. I just wanted to provide a brief overview to start of the One Nevada Opioid Settlement Funds and the work that's taken place over the past year to support our opioid prevention, education, treatment, recovery, and our community-based services. So these funds do provide an

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important opportunity for Douglas County to invest in strategies that can address the impacts of the opioid epidemic and respond to the needs of our community. So these are areas as well, like Debbie Swickard previously said that the County can't necessarily meet on its own. And so with that, we'll go ahead and get into a history.

Ms. Martinez began the presentation and covered the following topics:

- Douglas County One Nevada Funds
  - Background: One Nevada Funds
    - The One NV agreement was signed by Governor Sisolak on January 24, 2019, in consultation with the Attorney General, Aaron Ford.
    - The agreement includes all 17 counties, 10 cities, and 2 Fire Protection Districts. Douglas County signed the One NV Agreement on August 5, 2021. Annual reports must be submitted on January 1st of each year.
    - One Nevada funding was made available through opioid-related litigation that seeks to hold various entities and individuals accountable for the opioid epidemic in the State of Nevada.
    - Approved purposes of funds:
      - Remediate the harms, impact, and risk caused by the opioid epidemic to residents.
      - Direct the funding to resolve the issues that drive the opioid crisis.
      - Counties/regions All needed to complete a Needs Assessment to receive funding.
  - Goals for funding identified through Needs Assessment
    - Improve the effectiveness of case management with individuals suffering from Opioid Use Disorder.
    - Increase efforts related to opioid prescription education.
    - Prevent youth drug use by supporting Douglas County School District providing prevention services and resources.
    - Explore opportunities for interventions in the Douglas County Criminal Justice System.
    - Creating an education campaign for the general public.
    - Decrease barriers for individuals leaving detox and entering treatment (residential or outpatient).
    - Support local aftercare/recovery services.
    - Encourage Growth of substance misuse treatment and case management workforce.
  - Strategic Plan and One Nevada Programs
    - Public Health Goal: Build partnerships to support residents in obtaining quality, reliable healthcare, with a focus on mental health and behavioral health programs.
    - Community Partnerships: Engage partners to explore information and resource sharing. Foster collaborative approaches to contribute to the collective well-being of residents.
    - Mental and Behavioral Health: Update Community Health Needs Assessment and work with partners to provide mental and behavioral health services.

Ms. Martinez speaks:
And with that, I'm going to pass it off to some more interesting pieces of it. And Sarah Johnson is going to provide us with some agency highlights for those that were funded through One Nevada for the calendar year of 2026.

Sarah Johnson, Administrative Services Manager, speaks:
I just want to go over and talk about some of the highlights. There's so much to talk about with all these agencies that they've done and I almost had to apologize to them because I want to talk about everything,

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but I know we don't have enough time. Suicide Prevention is here and I apologize ahead of time to them too.

Ms. Johnson continued the presentation and covered the following topics:

- One Nevada Calendar Year Agency Highlights 2026
  - Carson Valley Health
  - GOAL: Aftercare, recovery services, and community education.
    - 2 Substance Abuse Groups:
      - 18 different patients throughout this year between both of the groups (just not all at the same time). 8 of these 18 have participated in multiple 12-week sessions for additional/ongoing support.
      - Program has been updated this year to refine the curriculum, always working to be thoughtful and inclusive of the clients we serve.
      - Curriculum remains based in SMART Recovery, with additional psychotherapeutic approaches to support substance abuse recovery.
      - This year, they are expanded into different group times to be more inclusive for those with transportation barriers, basing schedules on DART to allow for ease of participation for those who need to utilize DART services.
      - In the future, CVH is considering more specified group options, and we are constantly evaluating the needs of the population we serve and how best to meet those from a comprehensive, collaborative care mode
- Partnership Douglas County
  - Goal: Youth prevention
  - Programs in Schools:
    - Too Good For Drugs - Prevention curriculum focused on healthy decision-making, communication, emotional management, goal-setting, and peer-pressure resistance.
      - Done in a classroom setting or lunch time, depending on schools needs
    - Catch My Breath - Peer-led vaping prevention program that builds knowledge, decision-making skills, and resistance to social pressure. Part of their Restorative Justice Plan and referrals from School Administrator and School Social Workers
  - Schools receiving programs:
    - George Whittell High School
    - Aspire Academy High School
    - Douglas High School
    - Pau Wa Lu Middle School
  - Additional Schools Participating in Events
    - Carson Valley Middle School
    - Minden Elementary
- Partnership cont:
  - 3rd Millennium - Online, evidence-based prevention and intervention courses addressing substance use, nicotine, theft, and other risky behaviors.
  - Assigned based on student needs and referrals from Juvenile Probation Officers and School Social Workers
  - TINAD - One-time, peer-based presentation covering opioid risks, fentanyl, counterfeit pills, overdose awareness, and naloxone(NARCAN ®).
  - Adverse Childhood Experiences - Presentation focused on how childhood experiences can impact well-being, behavior, relationships, and decision-making.
  - Co-presented by the Substance Abuse Prevention Specialist & Juvenile Probation Chief
  - Available for schools and community providers

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- Events Occurring:
  - Red Ribbon Week - A national drug-prevention campaign that brings schools, families, and communities together to raise awareness about substance use and encourage healthy, drug-free choices. Official week is October 23rd-31st with this year's theme of "Make a Difference. Be a Hero. Stay Drug-Free"
  - Ice-Cream Social - A student recognition event that celebrates positive growth, improvement, and effort in the classroom and throughout the school.

- Community Counseling Center
  - Goal: Decrease barrier to treatment
  - Impact Summary:
    - One Nevada has allowed CCCC to expand access to behavioral health and substance use treatment for Douglas County residents who otherwise would have faced significant financial and access barriers to receiving care.
    - Since January 1, 2026, One Nevada funding has supported services for more than 40 Douglas County residents and has funded more than 600 direct client services.
    - Services provided are mental health therapy, substance use treatment, including residential treatment, level 3.5, peer support services, targeted case management, medication management, and other behavioral health interventions
  - Strengthening Access Through the Douglas County School District
    - Formal MOU established with the School district to enable students to get treatment at the school
    - Removes financial and access to healthcare barriers
  - Community Outreach and Increased Access
    - As a result of community outreach additional residents reached out for services
    - The impact of the grant increased community awareness of CCCC as a resource
- CCCC Continued:
  - Expanding Local Behavioral Health Capacity
    - This expansion has strengthened the community's behavioral health infrastructure and increased CCCC's capacity to respond to referrals and provide timely services to Douglas County residents.
  - Impact on Youth and Families
    - One Nevada funding has been particularly important in providing consistent treatment to youth and families who may otherwise have experienced significant delays or interruptions in care.
    - Allowed a young person and her family to access consistent treatment, develop practical skills, and build healthier patterns of communication and relationships that can continue to support her well-being beyond the period of grant-funded services.
  - Overall impact
    - The funding has helped ensure that financial circumstances, transportation, or other logistical barriers do not determine whether Douglas County resident, particularly a child or adolescent, can access and remain engaged in needed behavioral health or substance use treatment.
- Family Support Council
  - Goal: Youth prevention and case management
  - CONTINUES TO PROVIDE FOLLOWING:
    - Douglas High School Students will receive existing education and referrals with added information on substance abuse and its impact on domestic violence.
    - Family Support Council staff will attend the Safe & Together CORE Training to identify the impact of domestic violence on children and family functioning.

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    - Approximately 90 hours Jan-Present integrating ACES (Adverse Childhood Experiences) and Pearls (Pediatric ACES) Implementation (screening)
    - 11 ACES referrals and 11 PEARLS referrals
    - Connecting Domestic Violence Victims and families to Trauma informed support
- Suicide Prevention Network
  - Goal: Intervention, prevention, and community education
  - Youth
    - Continued Hope Squad and Life Skills programming at CVMS
    - Parent Resource Nights at Pau-Wa-Lu Middle School and Gardnerville Elementary School
    - Teen Talk presentation for JumpStart students at DHS
  - Seniors
    - Continued mental health and coping sessions at The Chateau and Carson Valley Health
    - New sessions beginning October 2026 at Salterra
  - Arts & Wellness
    - Nevada Arts Council collaboration - Art with Heart
  - Support Groups
    - Maturing Men's Support Group - two 8-week sessions completed
    - Growth Through Change - twice monthly
    - PTSD Support Group - twice monthly
    - PTSD Equine Therapy at Healing Arenas - sponsored seven sessions this season
  - Washoe Tribe Collaboration
    - Overdose Awareness Color Fun Run
    - Youth Council Family Nights - resource outreach and Self-Care & Kindness presentation/activity
    - Suicide Prevention Awareness Month Candlelight Vigil & Remembrance Walk
    - Support and coordination for Native Dad's Network Wellness Tour
- Suicide Prevention Continued:
  - Community Outreach, Education & Prevention
    - Behind the Network ongoing social media education campaign
    - Safe TALK trainings and Know the Signs presentations
    - Mental Health Monday Walk series
    - Nature and Solstice Walks
    - Ongoing community/resource fair representation
    - Grief packets and community resources
    - Ongoing marketing, resource sharing, connections and referrals, resource navigation.
  - Mental Health Awareness Month
    - Martin Slough Trail awareness campaign - Towns of Gardnerville & Minden collaboration
    - Donut Worry, You Matter - Douglas County Parks & Recreation collaboration
    - Free community yoga and Sound Bath - O_2 Yoga collaboration
  - Suicide Prevention Awareness Month
    - Communitywide Purple Ribbon Campaign
    - Suicide prevention presentations for community partners
    - Douglas County Suicide Prevention Awareness Month Proclamation
    - Nevada County Financial Officers Association Annual Conference
    - Free Stay With Us: A Breathwork Experience workshop-02 Yoga collaboration
    - Hope Means Nevada Taskforce participation
  - Direct Community Support
    - Crisis calls and visits

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    - Caring calls and visits
    - Individual resources, connections and referrals
    - Through these two Douglas County-funded positions, SPN provides prevention and early intervention across the lifespan - from youth and families to adults and seniors - while maintaining an ongoing presence in schools, community organizations, tribal partnerships, support groups, public events, crisis response, and individual resource navigation
- MOXYUP
  - Goal: treatment and growth of case management workforce
  - Brainiac's ADHD Therapeutic Groups
    - Hold Weekly Evidence-Based Therapy groups for ADHD Youth in Douglas County
  - Moxy Up Behavioral Health Incubator - Living Room Model
    - Behavioral Health Incubator for youth-serving clinicians, which offers mentorship for those to serve youth impacted by substance abuse.
  - Community outreach and Youth group activities-
    - MOXY studios- groups engaging in activities together
    - Tillman square market
    - Mental health awareness
    - Back to school supply drive
  - “My son is a wonderful loving child that was going through a really tough time. He told us he wanted to hurt himself so I contacted Coleen and he has been going there for about three years and he has excelled and is doing so much better with the help that he has received there.” - Parent
- MOST Clinical Social Worker position
  - Goal: Criminal Justice System intervention
  - "Mobile Outreach Safety Team (MOST) is a co-response program pairing a Douglas County Sheriff’s Office deputy with a licensed social worker to help community members experiencing behavioral health or mental health crises."
  - Show the following outcomes July-Sept 2026:
    - 82 calls
  - Highest Call Trends so far:
    - Through Dispatch
    - At the home
    - Cognitive Impairment or Mental Health
    - Ages 60 plus
    - 64 Referrals were given for outside resources (some decline)
- MOST Cont..
  - "One Nevada has provided my position which has allowed me to be an embedded member of the Sheriff's Department. This is a benefit that the community appreciates, especially when they know someone who struggles with mental health. It is my goal to help people get connected to services that will help them rather than end up in jail due to a mental health crisis. When we address the root of the issue, the whole community benefits." MOST LCSW Jessica Waller

Ms. Johnson speaks:
And just to wrap up, I do collect data from each agency once a month, so I am able to track that data for reports and I will be doing a very long report here soon. But there's a lot of things to put on the report and I'm very proud of all the agencies.

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Ms. Martinez speaks:
Okay. I just wanted to make a statement because we previously had Debbie talking about the community grants and I did not want it to be confused with our process with One Nevada, because it is also considered a community grant, in a sense, because we are going out to the community. So we are also accepting applications for the calendar year 2027 during this time. The application has been up, it has been open, and it does close on October 23rd. Is that correct? Yes. Okay. October 23rd of this year, and then it will be reviewed by Community Services staff to determine if it does fit within the goals which are listed here, which we went over earlier. And if it does not meet those goals, we are referring back to the community grant process as well through Douglas County. So that way we can make sure that even if it doesn't fit with our funding, that it would possibly fit with the more general community grant application as well. I guess it was on the next slide, I jumped ahead a little bit, but that just sums it up as well that we will be meeting to determine that with the applications.

To review Ms. Martinez and Ms. Johnson's full presentation please see the Agenda Packet material.

Chairman Gardner speaks:
Yes, and I agree that it's very important that we have a clear distinction. These funds are very restricted in regards to what we can do with those funds. So we need to have that clear distinction. Thank you so much for that.

Ms. Martinez speaks:
Thank you.

Chairman Gardner speaks:
Commissioners, anything else? Any questions?

Vice Chairman Tolbert speaks:
I do have a question. So this funding is not forever, correct? So do we know how long it's still going to be available? And are we working now to make sure that these services that we're providing are going to be able to continue in perpetuity after this funding dries up?

Ms. Martinez speaks:
Yes. This funding, I believe is anticipated to go for the next 17 years. So we have quite a bit of settlement funds coming in. And during that time, we are trying to help to build programs that are sustainable in the community. But we do understand it's not something that will last forever. So we will work with the agencies to help them to transition when we get kind of closer to that end where we may not be able to receive funds any longer, but as long as we have them, at least for the near future, we will continue to offer this to the community.

Chairman Gardner speaks:
Thank you. That was a very important question. 17 years. That's what I always understood. It was about 20 years total. But that's only one piece of the pie. Also, there's other settlements that they are looking at creating with other factions of the drug issue, right? So there may be other funds that come online later on from other processes. So, but 17 years is, well, 17 years remaining is probably a good ability to create a program and have it have a lasting impact on the community. So thank you for what you do. Commissioner Hales, Commissioner Rice?

Commissioner Rice speaks:
I'm good.

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Commissioner Hales speaks:
Also good. Appreciative.

Chairman Gardner speaks:
Commissioner Tarkanian? I don't have any other questions. So thank you so much for the presentation. And I think it's once again members of the public or entities really of the public need to take advantage of this. And it's a short window, right? You have two weeks, really. About three weeks, I guess, from today. So anyways. Yeah, thank you so much. Okay.

RESULT: PRESENTATION HELD.

PUBLIC WORKS

15. For possible action. Discussion to approve the reclassification of the Utility Systems Technician Senior position in the Douglas County Utilities Division to Utility Systems Technician III, and add the Utility Systems Technician III position into the Utility Systems Technician job family. The Utility Systems Technician III will maintain Grade 112 consistent with the current Senior position. (Rick Robillard, Deputy Public Works Director)

Chairman Gardner read the agenda item into the record.

Rick Robillard, Public Works Deputy Director, speaks:
Chairman, Commissioners, thank you. Yes, as discussed this item before you is for possible action for the reclassification of this Senior Utility Systems Technician to Utility Systems Technician III and include that in the job family. I'm here to answer any questions associated that you guys may have with this reclassification and how it promotes redundancy, retainage, and additional benefits to both the Water and the Sewer Utility. So this applies to both the Water and Sewer Utilities in Douglas County.

Commissioner Tarkanian speaks:
That promotes redundancy, what do you mean by that?

Mr. Robillard speaks:
So currently the way that the system is organized, the Senior Utility Systems Technician is a promotional job and that promotional job quantity is capped within the Sewer or the Water Utility. Our systems require certifications to be able to become the responsible charge of either the Surface Water Treatment Plants for the Water Treatment Systems at the Lake. And then our North Valley Wastewater Treatment System Plant requires a grade certification to be the responsible operator at the Wastewater Plant. When we capped the Senior positions what was happening is our Grade II Operators were not getting the certifications to be able to be promoted should a Senior vacancy leave or resign. And so we were, actually historically, we've had to outsource the responsible charge in the past for our Wastewater Treatment Plant several years ago with a retirement. And currently with our water system we have some individuals just through their wanting to promote themselves with getting grades that aren't required for their job position to be able to become responsible charge, but this will allow them to actually have a path forward in order to get the grades and then move to the next classification, as opposed to just capping it with one or two Seniors. And then when that Senior leaves, we have no one to fill that vacancy.

Phil Ritger, Public Works Director, speaks:
Just to add to that as well, is that this realignment or this reclassification also is consistent with the Nevada Department of Environmental Protection, both the Bureau of Safe Drinking Water and then on the water

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side and with the Bureau of Water Pollution Control on the sewer side with their certification classification rankings. So now a Grade III Utility Tech Operator is someone who holds both the Grade III certs for the water side for distribution and treatment and on the sewer side for collection and treatment as well. So we're positioning ourselves as, because one of the things that's going to happen to us as our system grows, we will get to a point where we will probably need to have individuals with Grade III. It's just a natural progression. So this is really also looking towards the future and establishing a progression within the system that is consistent with the requirements from the State.

Chairman Gardner speaks:
Any other questions, Commissioners? Commissioner Hales, Commissioner Rice, any questions?

Commissioner Rice speaks:
No, I understand it perfectly.

Chairman Gardner speaks:
Okay.

Commissioner Hales speaks:
No questions here.

Charman Gardner speaks:
Okay. Very good. If there's no further questions, we'll go to Public Comment. Is there any Public Comment on Item 15?

PUBLIC COMMENT – none

Chairman Gardner speaks:
Seeing no Public Comment, I'll bring it back to the Board and entertain a motion.

Vice Chairman Tolbert speaks:
Mr. Chair, I move that we approve the reorganization of the Utility Systems Technician classification structure by replacing the Utility System Technician Senior classification with Utility Systems Technician III, Grade 112, and incorporating Utility Systems Technician III into the Utility Systems Technician job family as presented.

Commissioner Tarkanian speaks:
Second.

Commissioner Rice speaks:
Second.

Chairman Gardner speaks:
He beat you, Commissioner Rice. A motion by Vice Chairman Tolbert, seconded by Commissioner Tarkanian. We have a motion on the floor, is there any discussion on that motion? Sensing no discussion. All those in favor signify by saying aye. Motion passes 5-0. Thank you so much. We appreciate it.

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MOTION TO: Approve the reorganization of the Utility Systems Technician classification structure by replacing the Utility Systems Technician Senior classification with Utility Systems Technician III, Grade 112, and incorporating Utility Systems Technician III into the Utility Systems Technician job family; carried.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Nathan E Tolbert, Vice Chair
SECONDER:	Danny Tarkanian, Commissioner
AYES:	Wesley Rice, Sharla Hales, Mark Gardner, Danny Tarkanian, Nathan E Tolbert

COUNTY MANAGER

16. For presentation only. Announcements, reports, and updates from County Commissioners and the County Manager, including information regarding boards or commissions on which they serve as members or liaisons, other meetings or functions attended, and Commissioner requests for discussion of potential future agenda items. Discussion may also include status reports and updates on County projects and administrative matters for the Board of County Commissioners. (Chairman Gardner)

Chairman Gardner read the agenda item into the record.

Chairman Gardner speaks:
Commissioner Hales, anything you have to offer?

Commissioner Hales speaks:
I'll present my things next time.

Chairman Gardner speaks:
Okay, very good.

Commissioner Hales speaks:
Nothing urgent.

Chairman Gardner speaks:
Commissioner Rice?

Commissioner Rice.
No, sir.

Chairman Gardner speaks:
Vice Chairman Tolbert.

Vice Chairman Tolbert speaks:
Yeah, I just have one. This has been something that's been kind of weighing on me recently and that is that we've lost far too many people on our county roads lately and alcohol has been a factor in some of those tragedies. I spoke with Sheriff Coverley about this recently and the one thing that's clear is that this isn't just an enforcement issue, it's an our issue. Law enforcement can't be everywhere and they can't make these decisions for us, the public. We have to look out for ourselves, our friends, and our neighbors. So please, if you drink, don't drive. Call someone, get a ride, take the keys from a friend if you need to. And

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remember, one decision can save a life and it can also take a life. So please take care of each other and help everyone get home safely.

Chairman Gardner speaks:
That was an unpaid public announcement. Okay. Thank you so much. But that's so relevant. Yes, we've had some unfortunate issues. So I'll give a quick report. Last week Douglas County was honored to host the 2026 Nevada Association of Counties Conference at the Tahoe Blue Event Center. On Tuesday night we had our president's reception. I have three months remaining in my term as president. I will be leaving office in January for the new president, but if you weren't in attendance, you missed a very good version of Rowan and Martin's Laugh-In thanks to Vice Chairman Tolbert. So you're welcome. Thank you. In addition to that we were honored to present this last Monday the County Spotlight Awards to four very deserving businesses within our county in four different categories and I had the assistance of Vice Chair Tolbert to do that. So very, very proud to honor those businesses again. And then on Wednesday morning, yesterday morning, bright and early 8:00 AM, getting chilly, we had the grand opening of the updated, remodeled Smith's Grocery store. So if you haven't been in there lately you need to go in and reacquaint yourself with how they've rearranged the goods. Become familiar with it. And that's the end of my reports. I haven't had any other committee meetings that we've had. So anyways and then I'll go to our County Manager.

Jenifer Davidson, County Manager, speaks:
Thank you, Mr. Chairman, Members of the Commission. I'll try to be brief, but I do have a lot of good news to share with you and some things that I want to brag about on behalf of our team. So I want to start with Douglas County was awarded the GFOA Triple Crown. The GFOA is the Government Finance Officers Association and I wish our Finance team members were still with us in the audience today. The Triple Crown is a special honor given to local governments that receive all three of the association's top financial awards in the same fiscal year. The three awards that we're talking about is the Certificate of Achievement for Excellence in Financial Reporting, which honors clear and transparent Annual Comprehensive Financial Reports or our ACFR as we most often refer to them in this room. The Distinguished Budget Presentation Award, which recognizes complete, easy to read budget documents and an award for Outstanding Achievement in the Popular Annual Financial Reporting, or PAFR, which rewards short, citizen friendly financial reports that explain complex numbers simply. This is really, really important. And why it matters is these are the top awards. The Government Financial Officers Association set the standards for financial accounting for local governments. Fewer than one percent of local governments in the United States and Canada achieve this status every year. Only four local governments in the state of Nevada were awarded this. This is a true, wonderful achievement by our financial team and also the leadership of Douglas County, the County Commission. It is due to your leadership and your direction that we are reaching these high standards. We have lamented we wished more members of the public would spend some time with our financial documents; they truly are transparent, easy to read, and very helpful. So I would just encourage the public to look at those. They're award winning for a reason and good job, financial team.

Second, I wanted to give a big shout out to the Community Services team. They pulled off multiple successful events in the most recent weeks. I'm going to start with the Dangberg Home Ranch Barbecue. According to Ms. Calabrese, our Senior Recreation Coordinator, we had the pleasure of serving 400 seniors at the congregate lunch dining event at the barbecue. It was a beautiful day. Wonderful food, a live band, snow cones, all of the wonderful things. An event like this, as she said, does not happen without an incredible team behind the scenes. And thank you to our amazing volunteers who supported that event and also the Community Services staff members who made that such a wonderful event for our community. This is going to be a reoccurring annual event. I think this was our second annual. So please do stay tuned for that next year and we look forward to seeing more faces in the audience.

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Also, our Community Services team helped the Town of Genoa this weekend pull off yet another successful Genoa Candy Dance. I cannot tell you the amount of logistics and planning required to pull off an event of that size. The reports from the vendors and attendees is that it was very well done. I really appreciate the leadership of Ryan Stanton, our Deputy Director of Community Services, who took the lead but it took a village to pull that off. And we're so grateful that we were able to step in and assist the Town of Genoa in hosting that event. On the topic of Candy Dance, I also want to give a shout out to our Technology Services team. This year's Candy Dance was successfully delivered to the community under the leadership of Ryan, but also our Community Services team joined in. They helped with the technology aspects of the event. They ensured that radios, public safety, radio infrastructure was going to work properly. They also did an extensive update for Wi-Fi service to be improved for the event and I heard from vendors that this is the best Wi-Fi tap to pay experience that they've had in recent years. So that was very well done. This model of collaboration is going to continue for future community events between Tech Services and all of our departments that support these types of community events and we're really grateful for the work that they do.

Also our Technology Services has undergone some software renewals. They've completed two critical infrastructure renewals for long term budget stability. Specifically, they negotiated a three-year contract with a fixed rate from Microsoft. They did one with Broadcom VMware for a five-year fixed rate contract. And after months of renewing options, refining requirements and negotiating directly with vendors, we've secured stable, competitive pricing that protects the County from future cost increases. And I just really want to commend our Community Services team. They are really, really making it a competitive environment for vendors to be able to come in and do business with Douglas County. We hold them to a high standard and we ensure that we're getting the best rates possible from a fiscal sustainability standpoint.

And then last, I just wanted to let the Board know, in response to concerns that we have received from members of the community at these meetings and outside of these meetings in Public Comment, we heard from the community and from the County Commission the desire to ensure that we have in place an MOU with TRPA that would allow us to be the first and allow the County Commission as well as County staff to be the first to review development applications for projects up at the Lake. We met with representatives of TRPA this week and obtained the MOUs from 2013 and spoke to them regarding what would be needed in order for that delegation of responsibility to the County to occur. I'm also pleased to report that once that delegation were to occur, the portion of the 90 percent of the permit fees collected by TRPA would go to the County to recoup our expenses associated with that process. So those discussions are underway. We recognize it as a need. It's definitely a priority. The other thing we're working on is filling a number of Planning positions that we have in the Community Development Department. We want to make sure we have the right people in the right seats, with the right qualifications to make sure that we are providing the highest level of planning services we can moving forward. And we also want to have a dedicated Planning staff member specific to the Lake. So we're working on those pieces. We hear you, members of the public. Stay tuned. I will continue to report on our progress until that goal is achieved. And with that, Mr. Chairman, I turn it back to you.

To review Ms. Davidson's reference material, please see the Supplemental Meeting Materials.

Chairman Gardner speaks:
Thank you. And that reminds me, thank you for your report and very important items, but it does remind me of two items. Number one for the public, tickets are still available for Skyfest. I don't want to forget that. Okay. That is coming up quickly in two weeks. The 16th, 17th and 18th of October out at the Minden-Tahoe Airport with the first nighttime show on the 16th. So anyways, get your tickets, they're going quick. Okay. Get your tickets. 16, 17 and 18. Secondly, last Thursday after the NACO conference, several of us took the opportunity to take a tour of our progressing Justice Center and that process. We are ahead of

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schedule. We are under budget on that. We had an opportunity to, they've got the second floor in and we were able to take a walk before all the walls are up to take a look at the courtrooms there and all the support services that are on this first floor. It is completely enclosed so they will be able to work on the interior during the winter months, which is very important. So we're not going to have any downtime of actually them working through our winter season. And I believe they were starting on the paving of the parking lot and I would imagine that's probably pretty close to being done, if not already done on that. So anyways, they were doing that. So anyways that is a great progress that we're experiencing there. With that, I have nothing else to say. We'll go to, which is at the pleasure of your ears... I appreciate the indulgence.

17. CLOSING PUBLIC COMMENT (No Action)

Chairman Gardner speaks:
Okay, with that we will go to Closing Public Comment, Item 17. 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. Mr. McKalip.

James McKalip speaks:
There was one little line in the report with the opioid prevention fund that really intrigues me and that is people who become addicted because of having been prescribed opioids. People can come out of a hospital addicted to opioids and not get treated and it's too common. Myself, I was in the hospital for five days and was given a serious amount of opioids and not been told. And when I found out why I felt the way I did I was pretty upset. I had to put it in my medical record, please no opioids unless extreme pain. I have a neck issue that put me in to go by the emergency room and he wrote a couple of prescriptions. I didn't think about it. I got home, I had a prescription for oxycodone, which I was in a lot of pain, I did take one, but that prescription was one every four hours. That is a lot of opioids. So when you combine with all the things going on with fentanyl and people being given fentanyl when they don't even know it. Plus, of course, people recreationally use it and hurting themselves. I did appreciate Commissioner Tolbert's thoughts on drunk driving and I totally agree. But I just think people need to be aware of what you're being prescribed and you do not need to take something because they say every four hours. It shouldn't even be prescribed every four hours. It's dangerous. I know people, I know one person that passed away from what he started with was a prescription when he was in the hospital. So people should be aware there's other alternatives. Talk to your doctor if you're in pain. What can I take without taking opioids? It's a dangerous thing and as part of the overprescription of opioids is a part of what these lawsuits were about in the first place. Thank you.

Chairman Gardner speaks:
Thank you. Any additional Public Comment? You've joined us for the entire meeting, but you just want to observe, huh?

An unidentified audience member stated they were hoping to talk to another Commissioner.

Chairman Gardner speaks:
Oh, okay. Very good. With that then, with an hour and 47 minutes, this meeting is hereby adjourned; thank you.

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18. ADJOURNMENT

There being no further business to come before the Board of County Commissioners, the meeting adjourned at 11:47 AM.

Respectfully submitted:

_____

Mark Gardner, Chairman
Douglas County Board of County Commissioners

ATTEST:

_____

Amy Burgans, Clerk-Treasurer

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AGENDA ITEM NO. 7.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: November 5, 2026

TIME REQUIRED:

AGENDA: **DOUGLAS COUNTY LIQUOR BOARD**

TITLE:
For possible action. Discussion to approve the addition of David Luciano Hochgurtel to the existing Unrestricted On-Site Retail Liquor License for The Corner Bar, LLC, dba The Corner Bar, represented by owner Pasquale Cioffi. David Luciano Hochgurtel has signed a Waiver of Notice of Hearing. The Corner Bar, LLC, dba The Corner Bar, is located at 1596 Esmeralda Avenue, Minden, Nevada. (Captain Koontz)

RECOMMENDED MOTION:
Approve the addition of David Luciano Hochgurtel to the existing Unrestricted On-Site Retail Liquor License for The Corner Bar, LLC, dba The Corner Bar.

FINANCIAL IMPACT:
$150 collected towards General Fund revenue account 101.000.341.211 applicants license fee.

BACKGROUND:
David Luciano Hochgurtel has signed a Waiver of Notice of Hearing and has cleared his background check. The Corner Bar, LLC, dba The Corner Bar is located at 1596 Esmeralda Avenue, Minden, Nevada, 89423. The mailing address is 1596 Esmeralda Avenue, Minden, Nevada, 89423.

ATTACHMENTS:

AGENDA ITEM NO. A.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: November 5, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion on the Outdoor Festival License application submitted by the Town of Minden for Minden's Gazebo Lighting Celebration, to be held Friday, December 4, 2026, from 3:00 PM to 9:00 PM, at Minden Park, 1606 Esmeralda Avenue, Minden, Nevada. (Amy Burgans, Clerk-Treasurer)

RECOMMENDED MOTION:
Approve the Outdoor Festival License for Minden's Gazebo Lighting Celebration subject to the stated conditions/comments by the reviewing departments.

FINANCIAL IMPACT:
None.

BACKGROUND:
Attached is the Outdoor Festival License application submitted by the Town of Minden for Minden's Gazebo Lighting Celebration, to be held Friday, December 4, 2026, from 3:00 PM to 9:00 PM, at Minden Park, 1606 Esmeralda Avenue, Minden, Nevada. Department and Town 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: September 16, 2026

Name of Event: Minden's Gazebo Lighting Celebration

Location of Event: Minden Park - 1606 Esmeralda Avenue, Minden, NV 89423
(Address or Legal Description)

Applicant's name: Town of Minden

Mailing address: 1604 Esmeralda Ave (Street or P.O. Box) Minden (City) NV (State) 89423 (Zip Code)

Email Address: townofminden@douglasnv.us

Phone #(s): 775-782-5976 (Business) _____ (Cell)

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

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

Name	Address	Title

Description of Event: This event is a free Christmas Celebration with Gazebo Lighting for the community.

Date(s) of Event: 12/4/26 Hours of operation: 3:00 pm to 9:00 pm

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: 800

List approximate number of spectators: 800

List expected peak number of spectators: 500

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) Douglas Dynamics Type of Music Choir

INSURANCE:

Name of Insurer: NPAIP - Warren Reed Insurance

Limits of liability: $10,000,000

Address of Insurer: 1521 Hwy 395 Gardnerville, NV 89423
Street City State Zip code

Policy number: NPAIP20262027

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

9/16/26
Date

JD Frisby
Name of Applicant

jfrisby@douglasnv.us
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))

See attached.

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

See attached.

Describe food concessions plan (§ 5.12.120(C))

See attached.

Describe toilet facilities plan (§ 5.12.120(D))

See attached.

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

See attached.

Describe medical facilities plan (§ 5.12.120(F))

See attached.

DOUGLAS COUNTY OUTDOOR FESTIVAL LICENSE APPLICATION

Describe fire protection plan (§ 5.12.120(G))
See attached.

Describe parking areas, access and parking control plan (§ 5.12.120(H))
See attached.

Describe location of on-site headquarters or contact information (§ 5.12.120(J))
See attached.

Describe illumination plan (§ 5.12.120(K))
See attached.

Describe overnight camping facilities plan (§ 5.12.120(L))
See attached.

Describe communication system plan (§ 5.12.120(Q))
See attached.

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

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, JD Frisby 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: Minden Park ; 1610 Esmeralda Ave. Minden, NV 89423
Address or Legal Description

Signed _____

Subscribed and sworn to before me this 10 day of September, 2026.

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

- [x] 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

_____
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:

Gazebo Lighting Celebratio — Name of Event

12/4/2026 — Date of Event

JD Frisby — Applicant's name (printed)

Applicant's signature

9/16/26 — Date

CERTIFICATE OF COVERAGE

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 FORMS ISSUED TO THE COVERED MEMBER

AGENT	DATE OF ISSUANCE
Nevada Risk Pooling, Inc. 201 S Roop St, Suite 102 Carson City, NV 89701	09/14/2026
COVERED MEMBER Minden, Town of	**COVERAGE TO MEMBER PROVIDED BY AGREEMENT WITH:** Nevada Public Agency Insurance Pool 201 S. Roop St., Suite 102 Carson City, NV 89701-4790 A POOL FORMED PURSUANT TO THE INTERLOCAL COOPERATION ACT CHAPTER 277 OF THE NEVADA REVISED STATUTES

COVERAGES:

THIS IS TO CERTIFY THAT THE COVERAGES IN EFFECT AS LISTED BELOW HAVE BEEN ISSUED TO THE POOL MEMBER NAMED ABOVE FOR THE TIME PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE OF COVERAGE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE COVERAGE FORMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH FORMS.

TYPE OF COVERAGE	COVERAGE FORM NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMIT
LIABILITY INCLUDING AUTO LIABILITY, LAW ENFORCEMENT LIABILITY AND WRONGFUL ACTS LIABILITY	NPAIP20262027	7/1/2026	7/1/2027	$1,000,000
PROPERTY INCLUDING ALL REAL AND PERSONAL PROPERTY, AUTOMOBILES, AND EQUIPMENT				
OTHER				
ADDITIONAL ASSURED per Section I.2 of POOL COVERAGE FORM:				

DESCRIPTION OF OPERATIONS\LOCATIONS\VEHICLES\SPECIAL ITEMS

Proof of Coverage for the Gazebo lighting taking place December 4th, 2026.

CERTIFICATE HOLDER	CANCELLATION:
Douglas County PO Box 218 Minden, NV 89410	SHOULD ANY OF THE ABOVE DESCRIBED COVERAGE FORMS BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE PROVISIONS OF THE FORMS.

AUTHORIZED REPRESENTATIVE _____

2026 Gazebo Lighting Map—December 4, 2026



GAZEBO LIGHTING FESTIVAL PLANS

Detailed explanation of the applicant's plans to provide security and fire protection, water supply and facilities, food supply and facilities, sanitation facilities, medical facilities and services, vehicle, parking space, vehicle access and on-site traffic control. The applicant's plans shall include what provisions shall be made for numbers of spectators in excess of the estimate, provisions for cleanup of the premises and removal of rubbish after the event has concluded. 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))

Law enforcement offices are located within half mile of event. The applicant will contact emergency dispatch for immediate assistance.

Describe Plan for Location and Supply of Water Facilities (§5.12.120(B))

Applicant will provide an ample supply of potable water for drinking and sanitation purposes. There will be water and/or other refreshments during the event being served.

Describe Food Concessions Plan (§5.12.120(C))

Town of Minden will operate food concessions during the event on Esmeralda Ave. The location of the serving area is depicted on the map attached to this festival plan. The applicant will be licensed and operate under a valid health department permit pursuant to NRS Chapter 446. The toilets and washing stations are depicted on the map attached to this festival plan. The toilet facilities are located within 50 feet from the food concessions.

Describe Toilet Facilities Plan (§5.12.120(D))

Applicant will provide an ample supply of toilet facilities throughout the duration of the event at Minden Park. Applicant has prepared a map (attached to this festival plan) detailing the location of 8 indoor preexisting toilets. Included with the toilet facilities will be indoor preexisting sinks under the Gazebo throughout the duration of the event. The existing restrooms are also available in the CVIC Hall located in the same area.

Describe Trash Cans and Litter Plan (§5.12.120(E))

Applicant will provide an ample supply of trash cans on the premises of the event. There will be (12) thirty-six gallon trash cans with plastic bag liners on the premises. Once the trash cans reach 2/3 full they will be emptied by applicant and a new bag liner will be replaced. The full bags will then be hauled to the (4) larger 2 yard dumpsters on site. Applicant has prepared a map (attached to this festival plan) detailing the location of the (4) 2 yard dumpsters. The applicant will be using Town of Minden for refuse. At the conclusion of the event, Town of Minden, at the cost of the applicant, will pick up all refuse dumpsters.

Describe Medical Facilities Plan (5.12.120(F))

East Fork Fire Station #14 is located within a mile. The applicant will contact emergency dispatch for immediate assistance. Event Staff members will be readily identifiable and will call 9-1-1 from their cell phones. Event staff members will dispatch the best roadway access point for responders. They will lead emergency personnel to the scene from that best roadway access. We will provide notification of any road closure to East Fork Fire. All Staff are certified through the American Red Cross in Adult CPR/AED, Pediatric CPR and First Aid. This training is completed every two years. All staff members are issued work cell phones and that is how they would notify 9-1-1. There is a first aid kit on-site at the Gazebo during the event and a bigger one along with an AED across the street in the CVIC hall.

Describe Fire Protection Plan (§5.12.120(G))

East Fork Fire Station #14 is located within a mile. The applicant will contact emergency dispatch for immediate assistance. Event Staff members will be readily identifiable and will call 9-1-1 from their cell phones. Event staff members will dispatch the best roadway access point for responders. They will lead emergency personnel to the scene from that best roadway access. We will provide notification of any road closure to East Fork Fire. There will be a fire extinguisher located near the food serving area for any small manageable situations.

Describe Parking Areas, Access and Parking Control Plan (§5.12.120(H))

Street closures will be from 3:00pm until 9:00pm on Friday, December 4, 2026: Fifth Street between Mono Avenue and the Alley between Hwy 395 and Esmeralda Ave, Esmeralda Ave between 4th and 6th Streets. These areas can be used for Law enforcement, medical and fire protection vehicles. Local streets will serve as the primary parking location for the event.

Hours of Operation (§5.12.120 (I))

Applicant has prepared a schedule (attached to this festival plan) of events detailing the times of activities throughout the event.

Describe Location of On-Site Headquarters or Contact Information (§5.12.120(J))

The location of the on-site headquarters will be located at the Town Office. The location will be staffed throughout the duration of the event. Applicant has prepared a map (attached to this festival plan) detailing the location of the on-site headquarters. Any Staff Member wearing a Minden Town Staff Shirt should be able to be contacted. If for some reason there is no one there to contact, please contact JD Frisby at (435)-559-1185.

Describe Illumination Plan (§5.12.120(K))

The Town has street lights lining Esmeralda Avenue as well as around the park. The Gazebo lighting needs minimal lighting before being turned on. Then there is ample lighting after lit. More lighting will be provided if needed.

Describe Overnight Camping Facilities Plan (§5.12.120(L))

Overnight camping facilities will not be required for the festival.

Describe Communication System Plan (§5.12.120(Q))

Communication will be by means of a loud speaker or Public Address (PA) System. There will be Town Staff who will act as runners to deliver messages or to direct spectators.

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

The applicant has made the following provisions in advance in case the number of spectators is in excess of the estimate. The estimated number of toilets for the event per the chart is Section 5.12.120 subsection "D" requires 6 toilets and we will be providing 16 indoor preexisting toilets. The parking area provided will handle additional parking if needed. Drinking fountains and water bottle fill station are available in the CVIC Hall, and drinking fountains are available under the gazebo as well. If there is any need from the following agencies such as fire, law enforcement, trash, and medical that need to be adjusted those agencies will be contacted directly by the applicant during the event and request additional support immediately.

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

Applicant has prepared a map (attached to this festival plan) detailing the layout of the event.

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

DOUGLAS COUNTY — STATE OF NEVADA — CLERK TREASURER

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: Minden Gazebo Lighting

Applicant Signature: _____ Date: 9/16/26

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

SUBJ: Minden's Gazebo Lighting Celebration

EVENT DATE: December 4, 2026

APPROVE: YES_☑_ NO_☐_

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

COMMENTS/CONDITIONS:_____

_____

_____

_____

_____.

NAME & TITLE OF APPROVER: Kara Easton, Director

DEPARTMENT: Emergency Management

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

SUBJ: Minden's Gazebo Lighting Celebration

EVENT DATE: December 4, 2026

APPROVE: YES ☑ NO ☐

DEPOSIT RECOMMENDED: YES ☐ NO ☑ ; if yes, amount $_____

COMMENTS/CONDITIONS: None

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

DEPARTMENT: DC Community Development

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

SUBJ: Minden's Gazebo Lighting Celebration

EVENT DATE: December 4, 2026

APPROVE: YES_☑_ NO_☐_

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

COMMENTS/CONDITIONS: none

NAME & TITLE OF APPROVER: Ryan Stanton, Deputy Director

DEPARTMENT: Community Services

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

SUBJ: Minden's Gazebo Lighting Celebration

EVENT DATE: December 4, 2026

APPROVE: YES_☑_ NO_☐_

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

COMMENTS/CONDITIONS: none

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: Minden's Gazebo Lighting Celebration

EVENT DATE: December 4, 2026

APPROVE: YES_☑_ NO_☐_

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

COMMENTS/CONDITIONS: No fire requirements, as there are no food or other vendors and no fireworks.

NAME & TITLE OF APPROVER: Patrick Mooneyhan

DEPARTMENT: EFFPD

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

SUBJ: Minden's Gazebo Lighting Celebration

EVENT DATE: December 4, 2026

APPROVE: YES_☑_ NO_☐_

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

COMMENTS/CONDITIONS: The application for a license to conduct an outdoor festival was reviewed by Risk Management. The applicant provided sufficient proof of coverage to satisfy the requirements outlined in section N of Douglas County Code 5.12.120.

NAME & TITLE OF APPROVER: Megan Warren/ Human Resources Analyst

DEPARTMENT: Human Resources/Risk Management

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

SUBJ: Minden's Gazebo Lighting Celebration

EVENT DATE: December 4, 2026

APPROVE: YES_☑_ NO_☐_

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

COMMENTS/CONDITIONS:_____

_____

_____

_____

_____.

NAME & TITLE OF APPROVER: John Frisby, Town Manager

DEPARTMENT: Town of Minden

AGENDA ITEM NO. B.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: November 5, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion on the Outdoor Festival License application submitted by Emily Lawrence, Marketing and Events Manager for Golden Nugget Lake Tahoe Hotel and Casino, for the New Year's Eve Party on the Plaza, to be held Thursday, December 31, 2026, to Friday, January 1, 2027, from 9:00 PM to 12:30 AM, at Golden Nugget Lake Tahoe Hotel and Casino, 50 Highway 50, Stateline, Nevada. (Amy Burgans, Clerk-Treasurer)

RECOMMENDED MOTION:
Approve the Outdoor Festival License for Golden Nugget's New Year's Eve Party on the Plaza subject to the stated conditions/comments by the reviewing departments.

FINANCIAL IMPACT:
None.

BACKGROUND:
Attached is the Outdoor Festival License application submitted by Emily Lawrence, Marketing and Events Manager for Golden Nugget Lake Tahoe Hotel and Casino, for the New Year's Eve Party on the Plaza, to be held Thursday, December 31, 2026, to Friday, January 1, 2027, from 9:00 PM to 12:30 AM, at Golden Nugget Lake Tahoe Hotel and Casino, 50 Highway 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: ~~August 18, 2025~~ September 18, 2026

Name of Event: New Year's Eve Party on the Plaza

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

Applicant's name: Emily Lawrence Marketing & Events Manager

Mailing address: 50 Hwy 50, Stateline, NV 89449
Street or P.O. Box City State Zip Code

Email Address: emily.lawrence@gnltn.com

Phone #(s): 7755897690 (Business) 7757902866 (Cell)

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

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

Name	Address	Title
Emily Lawrence	50 Hwy 50, Stateline, NV 89449	Marketing Manager

Description of Event: New Year's Eve Plaza event, in our outdoor plaza with live music and a firework show.

Date(s) of Event: 12/31/2026 - 1/1/2027 Hours of operation: 9pm - 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: 5

List approximate number of spectators: 2000

List expected peak number of spectators: 2000

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) N/A Type of Music DJ

INSURANCE:

Name of Insurer: Acord

Limits of liability: 1000000

Address of Insurer: 500 dallas st.,suite 1500 Houston, TX 77002
Street City State Zip code

Policy number: 1000100053251

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.

Emily Lawrence
Signature of Applicant

~~8/13/2026~~ 9/18/24
Date

Emily Lawrence
Name of Applicant

emily.lawrence@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))

DCSO Command center on site

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

Water available at bars

Describe food concessions plan (§ 5.12.120(C))

4 food venues inside casino

Describe toilet facilities plan (§ 5.12.120(D))

3 public restrooms inside casino

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

trash cans around plaza, evs to change trashes.

Describe medical facilities plan (§ 5.12.120(F))

TDFD on site

DOUGLAS COUNTY OUTDOOR FESTIVAL LICENSE APPLICATION

Describe fire protection plan (§ 5.12.120(G))
TDFD on site

Describe parking areas, access and parking control plan (§ 5.12.120(H))
1550 parking spots

Describe location of on-site headquarters or contact information (§ 5.12.120(J))
Emily Lawrence - 7757902866 - emily.lawrence@gnltn.com - on site

Describe illumination plan (§ 5.12.120(K))
string lights & down lights on patio

Describe overnight camping facilities plan (§ 5.12.120(L))
N/A

Describe communication system plan (§ 5.12.120(Q))
radios/cell phones

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

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, Emily Lawrence 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 Hwy 50, Stateline, NV 89449
Address or Legal Description

Signed Emily Lawrence

Subscribed and sworn to before me this 14th day of August, 2026

*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~

Linda Hunt
Notary Public in and for said county and state

LINDA HUNT
Notary Public - State of Nevada
Appointment No. 22-2287-05
My Appointment Expires 01-25-2030

1/25/2030
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:

New Year's Eve Party on th — Name of Event

12/31/2026 — Date of Event

Emily Lawrence — Applicant's name (printed)

Emily Lawrence — Applicant's signature

~~8/13/2026~~ 9/18/26 — Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/21/2026

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-24-25	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Neva One, LLC and Neva One PropCo LLC 50 HWY 50 Stateline, NV 89449	**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 :**

COVERAGES **CERTIFICATE NUMBER:** HOU-004495142-01 **REVISION NUMBER:** 2

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 X SIR: $500,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:			1000100053251	09/21/2026	01/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 1,000,000 $ Excluded $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS 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 Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(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)

Re: Our Location Name: Golden Nugget Lake Tahoe

Our Location Address: 50 HWY 50, Stateline, NV 89449.

NYE party on the plaza - open to the public - live music outside and firework display.

CERTIFICATE HOLDER

Douglas County
PO Box 218
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

DOUGLAS COUNTY STATE OF NEVADA CLERK TREASURER

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: New Year's Eve Party on the plaza

Applicant Signature: Emily Jamieson Date: 9/18/26

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

SUBJ: New Year's Eve Party on the Plaza

EVENT DATE: December 31, 2026 to January 1, 2027

APPROVE: YES_☑_ NO_☐_

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

COMMENTS/CONDITIONS:_____

_____

_____

_____

_____.

NAME & TITLE OF APPROVER: Kara Easton, Director

DEPARTMENT: Emergency Management

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

SUBJ: New Year's Eve Party on the Plaza

EVENT DATE: December 31, 2026 to January 1, 2027

APPROVE: YES_☑_ NO_☐_

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

COMMENTS/CONDITIONS: Must comply with noise ordinance per TRPA COO

_____

_____

_____

_____.

NAME & TITLE OF APPROVER: Kate Moroles-O'Neil, Principal Planner

DEPARTMENT: DC Community Development

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

SUBJ: New Year's Eve Party on the Plaza

EVENT DATE: December 31, 2026 to January 1, 2027

APPROVE: YES_☑_ NO_☐_

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

COMMENTS/CONDITIONS: none

NAME & TITLE OF APPROVER: Ryan Stanton, Deputy Director

DEPARTMENT: Community Services

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

SUBJ: New Year's Eve Party on the Plaza

EVENT DATE: December 31, 2026 to January 1, 2027

APPROVE: YES_☑_ NO_☐_

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

COMMENTS/CONDITIONS:_____
None
_____
_____
_____.

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: New Year's Eve Party on the Plaza

EVENT DATE: December 31, 2026 to January 1, 2027

APPROVE: YES_☑_ NO_☐_

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

COMMENTS/CONDITIONS: The applicant is required to obtain an operational permit from the Tahoe Douglas Fire Protection District and is responsible for all associated standby fees. A separate permit is required for fireworks and pyrotechnics."

NAME & TITLE OF APPROVER: Kris Rowlett Interim Fire Marshal

DEPARTMENT: TDFPD

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

SUBJ: New Year's Eve Party on the Plaza

EVENT DATE: December 31, 2026 to January 1, 2027

APPROVE: YES_☑_ NO_☐_

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

COMMENTS/CONDITIONS: The application for a license to conduct an outdoor festival was reviewed by Risk Management. The applicant must revise coverage date to 01/02/27 to satisfy the requirements outlined in section N of Douglas County Code 5.12.120.

NAME & TITLE OF APPROVER: Megan Warren/ Human Resource Analyst

DEPARTMENT: Human Resources/Risk Management

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/25/2026

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.

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

CN107977820-GN-Cas-26-27

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-004495142-03 **REVISION NUMBER:** 2

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**			1000100053261	09/24/2026	09/24/2027	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X SIR: $1,000,000						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	$ 30,000,000
	[ ] 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: Our Location Name: Golden Nugget Lake Tahoe
Our Location Address: 50 HWY 50, Stateline, NV 89449.
NYE party on the plaza - open to the public - live music outside and firework display.

CERTIFICATE HOLDER

Douglas County Clerk
1616 8th St
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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AGENDA ITEM NO. C.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: November 5, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion on retroactively approving a one-year contract extension with Government Software Assurance Corporation (GSA), in the amount of $97,350, for the 2026-27 Property Tax Bill software, and authorize the Douglas County Clerk-Treasurer to sign any required documents. (Amy Burgans, Clerk-Treasurer)

RECOMMENDED MOTION:
Retroactively approve a one-year contract extension with GSA, in the amount of $97,350, for the 2026-27 Property Tax Bill software, and authorize the Douglas County Clerk-Treasurer to sign any required documents.

FINANCIAL IMPACT:
The $97,350 cost was allocated in the Fiscal Year 2026-27 budget to cover the expenses associated with the use of this software.

BACKGROUND:
This vendor has previously been utilized as the property tax software provider. The original contract was signed March 9, 2020, and recorded as Document No. 2020-943358.

ATTACHMENTS:
Douglas 2026-2027 Extension Treasurer.pdf
GSA Recorded Contract 31220.pdf

December 8, 2025

Douglas County Treasurer
1616 8th St.
Minden, NV 89423

Attn: Treasurer's office:

Government Software Assurance Corporation hereinafter referred to as "GSA" is pleased to offer this proposal for Maintenance and SaaS Hosting of the GSA CAMA system for Douglas County Treasurer hereinafter referred to as "Client".

Upon acceptance, GSA shall be responsible for the obligations detailed in the Master Services Agreement and Hosting Workplan ("Agreements") between GSA and Client.

Annual support and maintenance fees are as follows:

Support Services	**Fee**
SaaS Subscription Fees	$97,350

Annual services will be billed quarterly at twenty-five percent (25%) the annual rate. GSA and Client agree that the term of this agreement shall be from July 1, 2026, through June 30, 2027.

For Client:	**For GSA:**
	Signature
Signature	
Amy Burgans	**Larry Zirbel**
Name	Name
Treasurer	**President**
Title	Title
	12/8/2025
Date	Date

DOUGLAS COUNTY, NV
This is a no fee document
NO FEE
DOUGLAS COUNTY/CLERK
TREASURER

2020-943358
03/11/2020 10:54 AM
Pgs=19



KAREN ELLISON, RECORDER

Recorder's Office Cover Sheet

Recording Requested By:

Name: KATHY LEWIS

Department: CLERK/TREASURER

Type of Document: (please select one)

- [X] **Agreement**
- [ ] **Contract**
- [ ] **Grant**
- [ ] **Change Order**
- [ ] **Easement**
- [ ] **Other** **specify:**_____

FILED
NO. 2020.255
3-10-20
DATE
DOUGLAS COUNTY CLERK
MINDEN, NV
BY _____ DEPUTY

MASTER AGREEMENT FOR SOFTWARE LICENCES and PROFESSIONAL SERVICES

This Agreement is entered into effective as of: April 1st, 2020 ("**Effective Date**")

By and Between	**And**
Douglas County 1616 8th St. Minden, NV 89423 Attention: Kathy Lewis Phone: ( ) 775-782-6273 Email: klewis@douglasnv.us	**GOVERNMENT SOFTWARE ASSURANCE, INC.** 1276 Minnesota Avenue Winter Park, Florida 32789 Attention: Lawrence D. Zirbel Phone: (407) 951-8038 **Email: ldz@localgsa.com**

Whereas Douglas County Assessor (CLIENT) is a governmental body charged and empowered with the responsibilities to properly manage and maintain their duties in accordance with its charter in accordance with the Laws of the State of Nevada; and Whereas Government Software Assurance, Inc. (VENDOR) is a computer software developer and IT services company and hardware reseller experienced in the installation and implementation of software used by the local and county governments to manage their operations and provide public services; and Whereas CLIENT desires that VENDOR configure and install the software and services defined in the Scope of Work (SOW) hereunder in accordance with VENDOR's standard procedures and practices; and Whereas VENDOR has agreed to proceed with the installation and to provide the services as defined in the SOW; Therefore in consideration of these recitals and mutual promises and agreements hereinafter set forth,

the parties agree as follows:

1. **DEFINITIONS.**

"**Deliverables**" means the list of software licenses, hardware, software and tasks to be provided as identified in the "SOW".

"**Documentation**" means the user documentation necessary to instruct users in the efficient use and operation of the Software and all of its features, and the technical documentation necessary to maintain, support, and enhance the Software, all written according to generally accepted industry standards.

"**CPI**" means the consumer price index as published by the Federal Government.

"**Scope of Work**" and "**SOW**" Means the list of activities, responsibilities and deliverables as defined in Work Plan

"**Proprietary Rights**" means all patents, patent applications and rights to file same, copyrights, trademarks, trade secrets, know-how and all other intellectual property and proprietary rights of any kind.

"**Services**" means all work necessary to perform the services described in this Agreement and to develop the Deliverables to be provided by VENDOR under this Agreement, including, but not limited to, consulting, analysis, design, programming, testing, conversion, installation, implementation, demonstrations, maintenance, and support services.

"**Software**" or "**Licensed Software**" means the computer software, in object code format, developed by VENDOR (whether developed solely or in collaboration with any other party) in performing the Services under this Agreement and provided to CLIENT by VENDOR or otherwise accessed by CLIENT under this agreement.

"**Source Code**" or "**Source Code License**" means the computer software in source code format of the of the Licensed Software granted hereunder.

"**Purchase Order**" means the written document authorizing the commencement of a Work Plan and commitment to pay the applicable fees.

"**Web Site Content**" means the text, graphics and supporting HTML and scripts that comprises the working web site excluding third party software Licensed Software.

"**Work Plans**" shall have the meaning as set forth in section 2.1.

"**Recurring Fees**" means fees for, i) support of Licensed Software, ii) Hosting Services, iii) Software Subscriptions.

"**Fiscal Year**" means the month that a new budget takes effect as per governing law for CLIENT and the following eleven months.

2. **SERVICES TO BE PROVIDED**

2.1 **Work Plans:** VENDOR shall develop a written document that contains a detailed description of the tasks to be performed by VENDOR (the "Work Plan"), based on the products and services requested by CLIENT and procured through release of a Purchase Order by CLIENT. The Deliverables, the Payment Schedule, the responsibilities of the parties, the prerequisites to performance and the commencement and completion dates for the tasks shall be identified in the Work Plan and once approved, shall be considered the SOW for the engagement listed in the Purchase Order.

2.2 **Amendments.** CLIENT may, from time to time, add or removed products and services identified in the SOW. All amendments to the SOW shall be in writing and signed by the Project Manager for each party. The fees associated with any amendments shall be in writing and signed by the Project Manager for each party.

3. **PROJECT MANAGEMENT AND STAFFING.**

3.1 **Vendor Project Manager.** VENDOR shall assign and designate a staff member as its project manager ("Vendor Project Manager") who shall have the principal responsibility for overseeing and managing the performance of obligations of VENDOR under this Agreement, including, without limitation, arranging all meetings, visits, and consultations between the parties, and for the transfer of Deliverables and technical information between the parties. The VENDOR Project Manager shall be the primary point of contact for VENDOR and shall also be responsible for receiving all notices under this Agreement and for all administrative matters. VENDOR may replace the person serving as VENDOR Project Manager with written notice to CLIENT.

3.2 **Client Project Manager.** CLIENT shall assign and designate a person, either staff member or consultant for each constitutional office, as its project manager ("Client Project Manager") who shall have the principal responsibility for overseeing and managing the performance of obligations of CLIENT under this Agreement, including, without limitation, arranging all meetings, visits, and consultations between the parties, and for the transfer of Deliverables and technical information between the parties. The CLIENT Project Manager shall be the primary point of contact for CLIENT and shall also be responsible for receiving all notices under this Agreement and for all administrative matters. CLIENT may replace the person serving as its Project Manager upon prior written notice to VENDOR. Any written agreement between the Project Managers shall be binding on both parties.

3.3 **Staffing.** Personnel provided by VENDOR to perform services under this Agreement shall have the appropriate technical and application skills to enable them to adequately perform their duties. VENDOR shall use its best efforts to assure continuity in staffing of personnel.

4. **TIMING.**

4.1 **Efforts.** Each party agrees to use commercially reasonable efforts to fulfill its obligations under this Agreement and to meet the performance dates set forth in the Implementation Plan.

4.2 **Interdependency of Dates.** Each party understands that any variation from the performance dates in the Work Plan may adversely impact project milestones, including, without limitation, the date of completion of this project.

4.3 **Notice of Delay.** Each party agrees to notify the other party promptly of any factor, occurrence, or event coming to its attention that may affect that party's ability to meet the requirements of this Agreement, or that is likely to occasion any material delay in delivery of any Deliverable.

5. **TERMS OF PAYMENT.**

5.1 **License Fees:** CLIENT shall pay VENDOR the license fees set forth in the Work Plan for licensed software provided therein. Unless otherwise provided in the applicable Work Plan, License Fees shall be payable in full by CLIENT upon delivery of Software to Client.

5.2 **Support Fees:** CLIENT agrees to pay VENDOR the support fees set forth in the Work Plan. Unless otherwise stated in the applicable Work Plan, support fees shall be invoiced annually, in advance, on the first day of the month following the day of Delivery of the Licensed Software.

5.3 **Subscription and Hosting Fees:** CLIENT agrees to pay VENDOR hosting and subscription fees set forth in the Work Plan. Unless otherwise

stated in the applicable Work Plan, Subscription and Hosting Fees shall be billed quarterly, in advance, starting on the first day of the month following completion of both the provisioning of the hosted environment and setup of the subscribed to software

5.4 **Hardware Fees.** CLIENT agrees to pay VENDOR the fees set forth in the Work Plan for hardware. Unless the Work Plan states otherwise, all hardware fees shall be invoiced at the time of delivery.

5.5 **Other Service Fees.** Unless otherwise stated in the applicable Work Plan, CLIENT shall pay all fees for Services, other than Recurring Fees, on a time and materials basis according to VENDOR's then current rates for Services. VENDOR will invoice monthly for Services as used.

5.6 **Payment Terms.** The fees and terms of payment set forth in the Payment Plan shall be payable to VENDOR as set forth in the Payment Schedule and Fees of the applicable Work Plan. Unless otherwise stated in the applicable Work Plan, all invoices shall be payable within thirty days of receipt of the invoice. Payments not received within forty-five (45) days of invoicing shall be designated as Late Payments.

5.7 **Late Payments:** VENDOR may assess a 5% fee of the unpaid invoice each month for all Late Payments.

5.8 **Increases in Fees.** Increases in Recurring Fees shall only take place on the first day of CLIENT's Fiscal Year and shall not exceed CPI plus 3.5% for the first two (2) Fiscal Years from the effective date of the Agreement. VENDOR will provide written notification of fee increases at least thirty (30) days prior to the new Fiscal Year in which the fees will become effective.

5.9 **Fee Period.** Service Fees and rates stated under any Work Plan shall remain in effect for twelve (12) months from the date of Work Plan unless otherwise specified in the applicable Work Plan.

5.10 **No Cost to self-host.** In the event CLIENT elects to host the licensed software, VENDOR shall not charge any additional fees, except only that VENDOR may charge fees, either under a fixed price or time and materials at CLIENT's request to assist CLIENT with setup and configuration of VENDOR's software on CLIENT's computers. Such work shall be provided under a separate Work Plan.

5.11 **Reimbursable Expenses.** Unless otherwise stated in the applicable work plan, CLIENT agrees to reimburse VENDOR for all reasonable and customary out-of-pocket expenses including but not limited to travel, parking, tolls, meals and lodging expenses incurred by VENDOR in connection with the performance of any Work Plan. Meals shall not exceed VENDOR's then in effect per diem amount.

6. CUSTOMER RESPONSIBILITIES

6.1 **Communications.** CLIENT agrees to provide VENDOR with access to its network using an industry standard, gateway to gateway VPN via the Internet capable of connecting to VENDOR's Cisco VPN appliance. VENDOR requires access to servers and other hardware to provide support and CLIENT agrees that VENDOR shall not be required to provide support if access is denied.

6.2 **Security.** CLIENT shall, at its own expense, protect its network, data and computer services and protect against any unauthorized access to such facilities and computer viruses. VENDOR shall not be responsible for any security breach or virus and expressly disclaims any liability for loss or damage caused by the unauthorized access or virus to CLIENT's computer systems.

6.3 **Security Policy.** VENDOR agrees to abide by CLIENT's published security policies.

7. OWNERSHIP AND LICENSES.

7.1 **Ownership by VENDOR.** The Deliverables and all elements of all Deliverables shall be exclusively owned by VENDOR. VENDOR shall exclusively own all Proprietary Rights embodied in or pertaining to the Deliverables and any portions of the Deliverables made or conceived by VENDOR including the right to Copyright or Patent except only that Web Site Content shall be jointly owned by VENDOR and CLIENT.

7.2 **LICENSES.** All software originating with VENDOR under a Workplan shall be provided to CLIENT under a non-exclusive, irrevocable, perpetual Software License granted to CLIENT upon full payment of all Fees under that Work Plan to allow CLIENT to use the software. In no event shall CLIENT have the right to grant sublicenses for use or copy of the VENDOR software.

7.3 **Third-Party Rights.** In performing services under this Agreement, VENDOR agrees not to design, develop or provide to CLIENT any items that infringe any Proprietary Rights, privacy, publicity or other rights of any person or entity.

7.4 **Client Data.** All data maintained by the VENDOR system, whether hosted by CLIENT

or VENDOR shall remain the property of the CLIENT. All CLIENT owned data is confidential and proprietary to the CLIENT and VENDOR shall not use or disclose any CLIENT data without express written consent by CLIENT. Configuration methods and algorithms are owned by the VENDOR and are confidential and proprietary to the VENDOR.

8. **ACCESS TO SOURCE CODE.**

8.1 In the event that (i) GSA becomes insolvent or bankrupt, (ii) makes an assignment for the benefit of creditors, (iii) voluntarily initiates bankruptcy, insolvency, or reorganization proceedings (iv) is the subject of involuntary bankruptcy, insolvency or reorganization proceedings or (v) ceases business operations, CLIENT shall then have rights to Licensed Software source code for its own internal use subject to the provisions in sections 8.2 and 8.3 herein.

8.2 The CLIENT's right to receive a copy of the Licensed Software source code pursuant to Section 8.1 is subject to the following conditions which must be satisfied as of the date of CLIENT's request for such source code: (1) CLIENT must have an active licensed software maintenance agreement with GSA, or its assignees, covering the Licensed Software, (2) CLIENT must have paid to GSA, or its assignees, all fees and other amounts due under all Work Plans hereunder, and (3) there must not have been any lapse in maintenance coverage with respect to the Licensed Software.

8.3 The Licensed Software source code is "Confidential Information" and shall not be disclosed by CLIENT to any third parties.

9. **REPRESENTATIONS AND WARRANTIES.**

9.1 **Third Party Rights.** VENDOR warrants that none of the written or recorded material prepared for CLIENT by VENDOR pursuant to the Agreement, or any portion of it, nor the use of description thereof, violates or will violate any copyright, trade secret or other intellectual property right or privacy or like right to a third party. VENDOR agrees to inform CLIENT promptly, in writing, in the event VENDOR becomes aware of such a claim.

9.2 **Qualifications.** VENDOR warrants that the technical services provided by VENDOR shall be rendered by qualified personnel who will perform the tasks assigned to VENDOR with good professional practice in accordance with the current state of the art involved.

9.3 **DISCLAIMER. Except for the forgoing express warranties VENDOR disclaims all warranties, either expressed or implied, with respect to the written and/or recorded material prepared for or supplied to CLIENT pursuant to this Agreement, including, but not limited to any warranties as to the merchantability of such materials or fitness of such materials for a particular use.**

10. **CONFIDENTIAL INFORMATION.**

10.1 **Nondisclosure.** Except as necessary to perform the Services and except as otherwise expressly permitted under this Agreement, both parties shall maintain the confidentiality of, and shall not, directly or indirectly, disclose or use, the Confidential Information of the other party. As used in this Agreement, the term "**Confidential Information**" means and includes all source code, product specifications, client lists, business goals, finances, planned or proposed products, manuals, documentation, database schemas and any information labeled as "Proprietary", or "Confidential". Both parties shall disclose such information only to employees who require such knowledge of use in the ordinary course and scope of their employment under this Agreement. Both Parties agree to ensure that any employees or approved subcontractors who are in receipt of any Confidential Information are bound by an appropriate non-disclosure agreement.

10.2 **No Export and Use.** Neither party shall export, disclose, share, or otherwise transmit, directly or indirectly, any Confidential Information to any person or entity nor disclose any Confidential Information without the other party's prior written consent

10.3 **Duration.** The obligations set forth in this Section 9 shall be in effect during the term of this Agreement and shall survive indefinitely after termination of this Agreement.

10.4 **Use of Trademarks.** Neither party shall, without the other's written agreement, use any trademark, service mark, trade name, logo or other commercial or product designation belonging to the other.

11. **INDEMNIFICATION.**

11.1 VENDOR agrees to indemnify, defend, and hold CLIENT, its officers, directors, employees, representatives, agents, and the like harmless with respect to all liability, loss, damage, claims, actions and expenses (including attorneys' fees)

based upon or arising out of (a) any infringement by the Deliverables of any patent, copyright, trade secret, or other proprietary right of any third party.

11.2 CLIENT agrees to indemnify, defend, and hold VENDOR, its officers, directors, employees, representative, agents and the like harmless with respect to all liability, loss, damage, claims, actions and expenses (including attorneys' fees) based upon or arising out of any claim of infringement in connection with an assertion that any CLIENT Database (or any data contained therein), or any other data, software, documentation, or materials provided or made available by the CLIENT to VENDOR in connection with performance under this Agreement, or any use of any of the foregoing in accordance with this Agreement, infringes any copyright, trademark, patent, or other intellectual property or proprietary right, or constitutes a misappropriation of any trade secret.

11.3 Both parties agree to notify the other party in the event of a claim or suit and shall reasonably cooperate with the other party regarding such defense and shall furnish, on request, information reasonably available for such defense. Neither party shall be authorized to agree to any settlement or compromise that would require the other party to make a payment or that does fully release the other party without their express written consent.

12. **TERMINATION.**

12.1 **By Either Party**. Either party shall have the right to terminate this Agreement upon written notice upon the occurrence of either of the following events:

12.1.1 *Default.* If the other party defaults in the performance of any of its material obligations under this Agreement and such default continues for a period of thirty (30) days after receipt of written notice specifying the nature of the breach.

12.1.2 *Convenience.* This Agreement shall be for an initial term of thirty-six (36) months. Thereafter, the Agreement shall automatically renew for additional periods of twelve (12) months, for a maximum term of 10 years at which point a new contract may be entered into for a fixed term, unless terminated by either party pursuant to this Section. Either party may terminate this Agreement with sixty (60) day notice prior to the end of the then current term.

12.1.3 *Ceases Doing Business, Etc.* If the other party ceases conducting business in the normal course, admits its insolvency, makes an assignment for the benefit of creditors, or becomes the subject of any judicial or administrative proceedings in bankruptcy, receivership or reorganization.

12.1.4 *Non-Funding.* CLIENT shall make all reasonable efforts to secure the appropriate funding for the continuation of this Agreement. In the event the proper appropriation of funds is not available for any fiscal year after the first fiscal year, then this agreement may be terminated by CLIENT with 30 days written notice and without penalty and CLIENT shall make payment of all sums then owed to VENDOR under this agreement and CLIENT shall discontinue all use of Software provided under this Workplan for which funding was not appropriated.

12.1.5 *Time is of the Essence.* Time is of the essence in the performance of this agreement.

12.2 **Deliverables**. If this Agreement is terminated for any reason, VENDOR shall advise CLIENT of the extent to which performance has been completed through the termination notice date, and collect and deliver to CLIENT all Deliverables, including, without limitation, all work-in-progress. VENDOR shall be paid for all work performed through the date of receipt of notice of termination.

13. **GENERAL TERMS AND CONDITIONS**

13.1 **Independent Contractor**. VENDOR is an independent contractor and nothing in this Agreement shall be deemed to make VENDOR an agent, employee or joint venture of CLIENT. Neither VENDOR nor any employees, agents or subcontractors of VENDOR shall be entitled to any benefits that CLIENT provides for its own employees, including, without limitation, worker's compensation and unemployment insurance. VENDOR shall be solely and entirely responsible for VENDOR's acts and the acts of VENDOR's employees, agents and subcontractors.

13.2 **Delays**. Neither party shall be liable to the other party for any delay or failure to perform its obligations if such delay or failure arises from any cause beyond the reasonable control of that party.

13.3 **Return of Materials**. Upon termination of this Agreement, both parties shall deliver to the other, all Confidential Information and other materials, including, without limitation, all source code, flow charts, diagrams, drawings, blueprints, keys, tools, business notes, memoranda, specifications, devices, and documents. Except

as may be necessary to defend against any legal claims and held in confidence my legal counsel, each party shall not retain any photocopies, facsimiles, tapes or other copies of any of the materials or Confidential Information.

13.4 **Notices**. All notices given under this Agreement shall be in writing and mailed by regular first-class mail or expedited mail service, postage prepaid and addressed to the parties at the addresses first set forth above or at such other addresses as the parties may designate in writing. Notices sent via email shall be deemed given once the receiving party acknowledges receipt of the email.

13.5 **Amendment**. No provision of this Agreement may be modified except by a written document signed by a duly authorized representative of each party.

13.6 **Assignment**. VENDOR may subcontract or assign this Agreement including any of VENDOR's rights or obligations under this Agreement with 30 days prior written notice to CLIENT.

13.7 **Waiver**. No provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach of the other party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any different or subsequent breach.

13.8 **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of VENDOR and CLIENT and their respective legal representatives, successors and authorized assigns.

13.9 **Counterparts**. This Agreement may be executed simultaneously in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

13.10 **Severability**. If any provision of this Agreement shall be prohibited or unenforceable by any applicable law, the provision shall be ineffective only to the extent and for the duration of the prohibition of unenforceability, without invalidating any of the remaining provisions.

13.11 **Remedies**. The rights and remedies provided herein shall be cumulative and in addition to any other remedies available at law and in equity. Notwithstanding anything to the contrary contained herein, the liability of VENDOR for any breach of it obligations under this Agreement and/or for any indemnity obligation hereunder shall be limited to the aggregate amounts received by VENDOR under the specific work plan for which the breach occurred. and in no event shall VENDOR be liable for lost profits or special or consequential damages.

13.12 **Compliance with Laws**. In connection with the performance of services, VENDOR shall fully comply with all applicable laws, rules and regulations of all authorities, including, without limitation, immigration, occupational safety, civil rights, and insurance laws.

13.13 **Governing Law**. This Agreement shall be governed by and interpreted according to the laws of the State of Nevada.

13.14 **Venue.** To the fullest extent permitted by applicable law, each party hereto agrees: (a) that any claim, action or proceeding by such party seeking any relief arising out of, or in connection with, this Agreement or the transactions contemplated hereby shall be brought only in the Federal court located in Douglas County, Nevada, and not in any other state or federal court; (b) to submit to the exclusive jurisdiction of such court and waives and agrees not to assert any objection that the laying of such venue has been brought in an inconvenient forum; and (c) that a judgment in any such action or proceeding may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law.

13.15 **Survival of Certain Obligations**. After expiration or termination of this Agreement, those provisions that specifically provide for survival beyond expiration or termination, and all provisions, if any, regarding indemnification, warranty, limitations of liability, and confidentiality and/or protection of proprietary rights and trade secrets shall survive indefinitely or until the expiration of the time period specified elsewhere in this Agreement with respect to the provision in question.

13.16 **Entire Agreement**. This Agreement constitutes the entire agreement between VENDOR and CLIENT with respect to the subject matter of this Agreement and supersedes all earlier agreements and understandings, oral and written, between the parties.

The parties have signed this Agreement as of the date first written above.

CLIENT:
DOUGLAS COUNTY NEVADA

By: _____

Title: County Manager

Date: 3/9/20

VENDOR:
GOVERNMENT SOFTWARE ASSURANCE, CORP.

By: _____

Title: President

Date: _____

Work Plan

GSA-Douglas 01

CAMA System Work Plan

Government Software Assurance, Inc.

4/1/ 2020

Work Plan: GSA-Douglas 01

This Work Plan # 01 ("Work Plan") is between Government Software Assurance, Corp. ("GSA") and Douglas County ("CLIENT") and is issued in accordance with and as a supplement to the provisions of the Master Agreement For Software Licenses and Professional Services executed between GSA and CLIENT on the date of Douglas County Board of County Commissioners' approval (the "Agreement"). By executing this Work Plan, both parties agree that the terms and conditions of the Agreement shall be incorporated herein. In the event of a conflict between the terms of this Work Plan and the terms of the Agreement, this Work Plan shall take precedence over any conflicting terms of the Agreement.

Project: GSA CAMA System Installation
Project Duration: _____, 2020 – _____, 2025

The Work has been approved by:

For CLIENT

By: _____

Its: _____

Date: _____

For Government Software Assurance Inc.:

By: _____

Its: Insurance Risk Consultant

Effective Date: _____

DELIVERABLES

#	Name	Description
1	GSA CAMA System License	Upon full payment of all fees due hereunder, GSA hereby grants a license to the following GSA Modules: a. CAMA (real estate valuation and assessment) b. PP (personal property valuation and assessment) c. TABLE MAINT (system setting and costing tables) d. ROLL PROC, (Tax roll processing – NV compliant) e. USER MGT, (stand-a-lone user ID or AD integration) f. CONDO (Condo complex valuation) g. SALES RATIO (Ratio study tool) h. PERMIT IMPORT i. MOVING PERMITS (Trailer moving permit processing)
2	GSA Collections System License	Upon full payment of all fees due hereunder, GSA hereby grants a license to the following GSA Modules a. COLLECTIONS (Collections Processing) b. Cashier (Payments processing) c. TABLE MAINT (system settings and configuration) d. ROLL PROC (Tax roll import and processing – NV Compliant)
3	Data Conversion	CLIENT shall provide all data to be converted in machine readable form or access to electronic files. GSA shall write conversion scripts to convert data into GSA's Database or link to data as appropriate and consistent with GSA common practice. GSA shall convert current and all prior year data as made available in consistent machine-readable form such that GSA is not required to write custom conversion scripts for every prior year's data. Data cleaning or manual conversion of data will be Client's responsibly GSA and Douglas County will work together to define sample transactions to validate system functionality. Douglas County will be responsible for processing sample transactions in the software and verifying sufficiency and correctness. GSA will also test the software for compliance with the requirements in Section 5 and 6 of this scope of work.
4	Project Management	GSA and CLIENT shall each designate a project manager to work together for project planning and implementation support. GSA shall be primarily responsible for project management and will conduct regular project status meetings throughout the term of this work plan. The detailed project plan and project milestones will be determined by the project managers.

#	Name	Description
5	Basic System Features	The GSA tax collection and appraisal system will provide an integrated solution for Computer Assisted Mass Appraisal Assessment and Tax Roll Extension and Collection ("software") in accordance with Nevada Revised Statutes that reduces or eliminates the need for redundant data entry between Assessment and Tax Collection and Cashiering, promotes efficiency, and ensures data consistency and integrity to the extent practical and using methods consistent with GSA standard practices and using GSA's product's standard look and feel.
6	Specific Features	The software will match or enhance the current Douglas County assessment, tax roll extension and collection primary functions of the Assessor's and Clerk-Treasurer's Offices, including: 1. Tax assessment, including Computer Assisted Mass Appraisals 2. Tax roll extension and billing, including grouping bills for an agent 3. Tax roll collection, including but not limited to: a) Assessing interest and penalties b) Partial payments c) Processing payments with a prior effective date d) Electronic data imports of payments from tax service companies e) Account status file for tax service companies f) Single payment for multiple parcels/accounts g) Ability to apply payment to specific installment h) Ability to process internet transactions i) Refund capability j) Process payments that are returned for nonsufficient funds k) Add delinquent publication costs to penalties 4. Website inquiry and payment options 5. Integration with Active Directory 6. Appraisal mobile interface for remote, wireless access for iPad or tablet devices 7. Workflow capability that allows automatic distribution of work to staff, supervisory review and approval processes, and ability to reassign work 8. Access security by roles, individuals, and groups to include create, read, update, and delete access 9. Audit trail for changes and transactions with the ability to track by user, date, and time. The methods, look and feel, user interface, keystrokes and specific features will not be identical to the legacy system as the two systems use different

#	Name	Description
		technologies. The GSA system will accomplish the primary functions of the legacy system using GSA's published or standard methods and GSA's methods of operation. Specific Legacy System features that are desired in the GSA system will be identified during project workshops and incorporated to the extent possible into the GSA System
7	Integration	GSA will provide integration of its software and system to the following third-party systems or applications using an interface as mutually agreed upon by GSA and the third parties or using standard API's available within the various third-party systems: Marshall and Swift MVP Apex County's financial system for cash collections and general ledger Recorder's system for deed informatiOn ESRI GIS system Excel imports of Tax Roll Assessments
8	Reporting	The software will produce reports, forms, files, and documents required for tax roll assessment, collection and processing that are currently being provided by Douglas County's existing processes, including: Mandatory reporting per the State of Nevada Revised Statutes (NRS), the Nevada Administrative Code (NAC), the Nevada Department of Taxation. Douglas County shall provide samples of all reports it currently uses, together with descriptions of personnel who run each report, the frequency with which each report is run, and all intended recipients of the report. Before requesting the creation of new reports, Douglas County will review the software's available reports and shall use available reports whenever possible to the extent such reports sufficiently satisfy Douglas County's requirements. Douglas County will inspect all these documents and verify their sufficiency and correctness. The software will allow ad-hoc queries including robust search/inquiry capabilities for data analysis and inquiry, with ability to save the query template and to export the data to Excel.

#	Name	Description
9	Training	GSA will provide training on the system and its features to CLIENT staff and CLIENT and GSA will work together to train all users on how to use the system. The project managers will determine the training to be provided and mechanisms for training during the course of the project. See Pricing Assumptions
10	Software Platform	The software will operate on Microsoft server architecture with Microsoft SQL as the database being used. Douglas County will provide the associated hardware and licenses and host the data. GSA will be responsible for installing the software and regular database maintenance.
11	Maintenance	GSA will provide maintenance services in accordance with the GSA Service Level Standards commencing when the system is first used in a production capacity. Maintenance fees are for the CLIENT's fiscal year and renew each year once in production.
12	Legislative Changes	GSA will modify its software to keep it compliant with legislative requirements while CLIENT is under a maintenance agreement with GSA.

RESPONSIBILITIES OF THE PARTIES

CLIENT Responsibilities

1. Provide VPN access to both test and production systems using a gateway to gateway VPN (if CLIENT is hosting GSA CAMA at their facility)
2. Participate in Project Planning discussions, Workshops and approve Project Plans
3. Provide access to systems where integration is required
4. Participate in design discussions and approve the business processes to be implemented
5. Purchase directly any components or third-party licenses, if needed
6. Actively participate in training of end-users
7. Provide source code of modules written by CLIENT where GSA needs to replicate functionality
8. Conduct acceptance testing in advance of each milestone as outlined in the Project Plan which will be created and maintained by GSA and CLIENT Project Managers as part of this project
9. Provide information on current system's methods and operations
10. Interface with current system's authors to facilitate knowledge transfer if possible
11. Provide access to existing systems provided it does not violate any intellectual property rights
12. Provide data in electronic formats, in a consistent manner
13. Actively participate in the cleaning of inconsistent data or convert data from prior years into a consistent format
14. If client withholds payments for late deliverables against contract milestones, CLIENT will Indicate in writing any deficiencies for deliverables that GSA has submitted for acceptance testing within 30 calendar days.

15. Perform all System Administration and Database Administrative functions on CLIENT's server environment if self-hosting at their facility (unless CLIENT elects to secure those services from GSA at an additional cost).

GSA Responsibilities

1. Provide status and answer questions regarding the status of the project as requested by the CLIENT Project Manager
2. Manage the tasks, project plan, project documents and deliverables for the project
3. Provide Business Analysis (BA) services for configuration, setup, data conversion and system enhancements, as may be requested
4. Assist CLIENT in the setup and configuration of web services or other services as needed to interact with GSA systems
5. Convert all data provided by CLIENT into GSA's system
6. Provide the various modules and related functionality described in this Work Plan
7. During implementation GSA will host CLIENT'S instance of the application on GSA servers until the client goes into production, at which time CLIENT can elect to host themselves at CLIENT location or have GSA continue to host under a separate Work Plan.

Prerequisites to Performance

1. CLIENT will Provide written requirements for any specific feature at least 90 days prior to its due date or allow GSA to build such features according to its standard practice following industry standards and consistent with GSA's product look and feel
2. CLIENT will configure a gateway to gateway VPN connection and provide access to any servers to which GSA is required to access or to install software upon (if CLIENT is hosting GSA CAMA at their facilities)
3. CLIENT will provide fully configured servers and operational SQL Server instances and functioning IIS web servers and access onto which the software will be installed (if CLIENT is hosting GSA CAMA at their facilities).

MILESTONES

The following milestones must be met prior to the indicated due date. The project managers may change this set of milestones with written agreement by both CLIENT and GSA project managers. Final milestones will be determined and agreed upon within the first 60 days of the project.

#	Milestone	Due Date
1	Project Commencement	Apr 1, 2020
2	System Installation	May 1, 2020
3	Milestone and Project Plan Complete	Jun 1, 2020
4	Phase 1 Data Conversion	Aug 3, 2020
5	Phase 2 Data Conversion	Sept 1, 2020
6	Phase 3 Data Conversion - Initial Calculations	Dec 14, 2020
7	Reports Converted	Jan 18, 2021
8	PRC Available	Mar 8, 2021
9	Interface with GIS Complete	Apr 1, 2021

#	Milestone	Due Date
10	Phase 3 Data Conversion Verified	May 8, 2021
11	Public Portal Complete	Jul 2, 2021
12	State Reports Available	Aug 2, 2021
13	Roll Processing Complete	Aug 16, 2021
14	Tax Payment Processing Complete	Aug 16, 2021
15	Cashiering Module Complete	Sept 1, 2021
16	Training Complete	Sept 15, 2021
17	Full Production	Oct 1, 2021

Milestone Definitions

1. **Project Commencement:** Assignment of resources, detailed requests sent to county for data files and information. IT discussion on VPN access and file transfer procedures
2. **System Installation:**
    a. Setup of demo site for CLIENT access
    b. Creation of client databases for real estate, personal property and tax collection.
    c. Setup of login credentials and access to GSA wiki-based documentation.
    d. Setup of report server and file space for report and query storage
    e. Setup of M&S server
3. **Milestones and Project Plan Complete:**
    a. CLIENT and GSA will confirm or adjust milestones in this Work Plan
    b. GSA project manager will present a project management workbook with GAANT Chart
4. **Phase 1 Data Conversion:**
    a. Create data load scripts for client data files.
    b. Write conversion scripts to move data from client data files to GSA data tables all parcel objects, notes, names, addresses, legal descriptions and other attributes of parcels and personal property accounts.
    c. Provide access to converted data in GSA demo system to enable CLIENT to review initial converted data.
    d. Convert tax bills and events for collection system
5. **Phase 2 Data Conversion:**
    a. Costing tables implemented to provide object level values
    b. Run full system recalculation for PP accounts, Land, Buildings and Extra Features
    c. Install balance queries so CLIENT may see how GSA values compare to legacy system
    d. Configure and test payment processing in collection system
    e. Convert history summary data for collections, real estate and personal property
6. **Phase 3 Data Conversion – Initial Calculations:**
    a. Configure assessment components including exemptions, abatements
    b. Configure personal exemptions application
    c. Setup taxing districts and calculate taxes for all accounts and parcels
7. **Reports Converted:** Up to 10 simple, 5 moderate and 3 complex reports implemented

8. **PRC Available:** CLIENT may use PRC from an alternate Nevada County or GSA can create a custom PRC for Douglas. If a custom PRC is desired, specifications must be submitted to GSA at least sixty days prior to this milestone deadline.
9. **Interface with GIS Complete:** Client able to successfully map parcel data housed in GSA CAMA with ESRI GIS tools
10. **Phase 3 Data Conversion Verified:**
    a. Utilizing SQL scripts GSA will compare GSA values to legacy system
        i. Values are to be within 3% overall
        ii. Values to be within 5% on any one parcel
11. **Public Portal Complete:**
    a. Public facing website allowing constituents to search property data
    b. Personal Property online filing configured and available for deployment
12. **State Reports Available:** All state required reports are implemented and available
13. **Roll Processing Complete:** Ability to process entire tax roll on GSA CAMA
14. **Tax Payment Processing Complete:** Ability to process credit card payments
15. **Cashiering Module Complete:** Ability to post, batch and view payments
16. **Training Complete:** Training is ongoing through implementation in the form of workshops conducted primarily online and concludes with onsite training as described in "Additional pricing assumptions"
17. **Full Production:** Client successfully performing assessment and collection responsibilities in GSA CAMA

PAYMENT SCHEDULE

CLIENT shall make payments according to the following schedule. In the event a milestone is late, CLIENT, at its sole discretion may elect to withhold payments until such time as the milestone has been completed. Once a late milestone has been completed, CLIENT will remit withheld payments up through that milestone.

Projected Due Date	Milestone(s)	Project Fees	Maintenance Fees	Total
April 1, 2020	1	$70,000		$70,000
July 1, 2020	2, 3	$70,000		$70,000
October 1, 2020	4, 5	$70,000		$70,000
January 1, 2021	6	$70,000		$70,000
April 1, 2021	7, 8	$70,000		$70,000
July 1, 2021	9, 10	$70,000		$70,000
October 1, 2021	11-17	$70,000		$70,000
January 1, 2022	NA	$70,000		$70,000
April 1, 2022	NA	$80,000	$31,350	$111,350
July 1, 2022	NA	$80,000	$31,350	$111,350
October 1, 2022	NA		$31,350	$31,350
January 1, 2023	NA		$31,350	$31,350
April 1, 2023	NA		$31,350	$31,350
July 1, 2023	NA		$31,350	$31,350

Projected Due Date	Milestone(s)	Project Fees	Maintenance Fees	Total
October 1, 2023	NA		$31,350	$31,350
January 1, 2024	NA		$31,350	$31,350
April 1, 2024	NA		$31,350	$31,350
July 1, 2024	NA		$31,350	$31,350
October 1, 2024	NA		$31,350	$31,350
January 1, 2025	NA		$31,350	$31,350
Totals Over Contract Term		**$720,000**	**$376,200**	**$1,096,200**

A one-time licensing fee is included in the amortized project fees. Project fees cover all of GSA's expenses to bring CLIENT live on GSA CAMA software including (but not limited to) Project Management, Data Conversion, State Reporting Requirements, and Training unless otherwise stated in the following section "Pricing does not include".

Maintenance fees are for a fiscal year and commence on the first day of the month following the day when any part of the system is used in a production capacity and the yearly fee will be pro-rated. Production is expected to start on or before July 1, 2021. Please see GSA's Service Level Standards (SLS) for a detailed overview of Maintenance Support.

Pricing Does Not Include

- CoreLogic fees for use and integration with Marshall and Swift costing data will be paid directly by CLIENT or reimbursed by CLIENT if paid by GSA.
- Licenses for third party software will be purchased directly by CLIENT or reimbursed by CLIENT if purchased by GSA.
- 3rd party integrations (beyond SPSS integration, ESRI and M&S)
- Hosting, Hardware or 3rd Party Licensing Fees: SPSS, Marshal & Swift, Crystal, SQL, Windows Server (please see alternate hosting proposal)
- Field devices, scanners or other desktop / customer service counter equipment

Additional Pricing Assumptions

- Hardware and all operating environments will be provided by Client (unless Client elects to engage with GSA for a fully hosted solution under an alternate Work Plan)
- Douglas County will execute your own server environment set-up
- Douglas County will conduct data clean-up activities in your legacy CAMA system shortly before going live
- Travel is included and assumes an average of one site visit per quarter during implementation
- On-site training will consist of at least one trainer for a two-week duration
- The balance of training will be conducted online with zoom meetings (or similar product)
- GSA will be responsible for all source code modifications
- Significant system modifications may be subject to additional cost and/or separate workplan
- Additional modules developed by GSA may be made available at additional cost.
- Douglas County Assessor's Office will conduct Sys. Administration and Database Administration tasks (typical task outlined in the following table)

System Administration (SA)	Database Administration (DBA)
• Server monitoring and issue resolution • Microsoft Server installation, patches and management • Regular backups • System problem resolution • Replace failed hard drives • Installation of new GSA application software and patch releases	• Server monitoring and issue resolution • SQL Server installation, patches and management • Regular system backups • Database restoration as needed • Creation of test DB's as needed • End of year roll-over to new DB • Creating print files for TRIM and exemption cards • Replace failed hard drives as needed • Database updates in support of new GSA application releases

ADDITIONAL WORK

Any additional work performed outside of the scope of this Work Plan will be addressed in separate Work Orders. Each Work Order is subject to the terms of this Master Agreement and will be quoted separately based on scope and necessary resources, using the then current rates. Rates as of January 2020 outlined below, (rates are subject to change).

Title	Hourly Rate
Project Manager	$150
Business Analyst	$125
Software Developer	$125
Trainer	$120
System Administrator	$85
Technical Writer	$80
Travel, parking, tolls, meals and lodging expenses	Billed at Cost

Douglas County State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

10th day of June, 2020

By _____ Deputy

AGENDA ITEM NO. D.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: November 5, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to approve the First Amendment to a Contract for Professional Services between RAD Strategies and Douglas County to increase the contract amount from $33,600 to $52,800 for content creation services for Douglas County with the addition of supporting the County during the vacancy of the Community Relations Manager position, as needed. (Kathy Lewis, Chief Operating Officer)

RECOMMENDED MOTION:
Approve the First Amendment to a Contract for Professional Services between RAD Strategies and Douglas County, as presented.

FINANCIAL IMPACT:
The proposed total cost of the contract is $52,800.

BACKGROUND:
The contract, not-to-exceed $52,800, will support communications for the County Manager's Office from July 1, 2026, through June 30, 2027. Services include: Developing and scheduling approximately 20 monthly social media posts, aligning messaging with the County's voice and strategic priorities, enhancing engagement through original content, trend tracking, and analytics, updating social media branding and profiles, creating video highlights and branded graphic templates writing and distributing press releases, and providing the County support during the vacancy of the Community Relations Manager, as needed. This agreement helps maintain a cohesive and engaging presence that reflects County values and promotes transparency.

ATTACHMENTS:
RAD Strategies Contract Amendment No1.pdf
RAD Strat FY 2627 Signed.pdf

CONTRACT AMENDMENT NO. 01

A CONTRACT BETWEEN

DOUGLAS COUNTY

AND

RAD STRATEGIES INC.

WHEREAS, on July 1, 2026, Douglas County, a political subdivision of the State of Nevada ("County"), and RAD Strategies Inc., a Nevada Corporation (Nevada Business ID NV20021500179) ("Contractor") (hereinafter collectively referred to as "the Parties"), entered into a contract for professional services (the "Contract");

WHEREAS, the Parties desire to continue the term of the Contract to allow Contractor to serve as the County's Community Relations social media content creator through June 30, 2027;

WHEREAS, the Parties desire to increase the Contract amount from $33,600.00 to $52,800.00; and

WHEREAS, it is deemed that the services of the Contractor herein specified are both necessary and desirable and in the best interest of Douglas County.

NOW, THEREFORE, in consideration of the agreements herein made, the Parties mutually agree as follows:

1. The term of the Contract shall remain the same.
2. The total compensation for the services to be performed is increased from $33,600.00 to $52,800.00.
3. All other terms and conditions of the original contract remain unchanged with the addition of supporting the County during the vacancy of the PIO, as needed.

Effective this 5th day of November, 2026.

By:_____ Date: Oct. 27, 2026

Ronele M. Dotson, President
Rad Strategies, Inc.

Douglas County

By:_____ Date: _____

Jenifer Davidson
County Manager

CONTRACT FOR PROFESSIONAL SERVICES

A CONTRACT BETWEEN

DOUGLAS COUNTY MANAGER'S OFFICE, DOUGLAS COUNTY, NEVADA

AND

RAD STRATEGIES INC.

THIS CONTRACT FOR PROFESSIONAL SERVICES (THE "CONTRACT") IS ENTERED INTO BY AND BETWEEN DOUGLAS COUNTY MANAGER'S OFFICE, DOUGLAS COUNTY, NEVADA, A POLITICAL SUBDIVISION OF THE STATE OF NEVADA ("COUNTY"), AND RAD STRATEGIES INC., A NEVADA CORPORATION ("CONTRACTOR"). THE COUNTY AND CONTRACTOR ARE AT TIMES COLLECTIVELY REFERRED TO HEREINAFTER AS THE "PARTIES" OR INDIVIDUALLY AS THE "PARTY."

WHEREAS, the County, from time to time, requires the services of independent contractors;

WHEREAS, the County believes that the services of Contractor are necessary, desirable, and in the best interests of Douglas County; and

WHEREAS, Contractor represents that Contractor is duly qualified, equipped, competent, ready, willing and able to perform the services required by County as hereinafter described.

WHEREAS, Contractor represents that Contractor possess all required licenses and permits to perform the services required by County;

NOW, THEREFORE, in consideration of the agreements herein made, the parties mutually agree as follows:

1. **EFFECTIVE DATE OF CONTRACT.** Upon execution by all parties, this Contract shall be effective from July 1, 2026, through June 30, 2027, unless the Contract is terminated earlier in accordance with Paragraph 8.

2. **SERVICES TO BE PERFORMED.** The Parties agree that the services to be performed by Contractor are as follows:

1. The creation of a monthly content calendar along with associated content (Typically 20 posts for the Douglas County Page
2. Schedule these posts throughout the month.
3. Outline priorities and philosophy for social channels; Capture the county's tone, voice and persona in the content; Provide recommendations on creating content designed to generate interest and raise awareness while remaining focused on key messages; more original content reels and a consistent story stream of shared content; monitor for comments, manage responses and engage with the audience; ongoing review to drive more engagement; review trends and provide recommendations to enhance online and

social presence; review analytics and make adjustments, as needed.
4. Update profile picture to fill the logo to the allotted space; update bio to match the county mission; #DouglasCountyNV, create a tagline hashtag for Douglas County.
5. Create story highlights with branding; Add an address for the organization; Add contact information button option; Utilize all the additional links available on Instagram for go-to pages; Create templates for alerts, announcements, etc. to support customized branding; Adjust images when posting across platforms based on the individual size requirements.
6. Create video reel highlights to capture and promote Douglas County priorities, activities, etc.
7. Support the PIO during absence, as needed.

3. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph 2 at a cost of Two Thousand Eight Hundred ($2,800) per month for the period of July 1, 2026 through June 30, 2027, not to exceed $33,600.00. Unless Contractor has received a written exemption from the County, Contractor agrees to submit invoices within fifteen (15) days of the end of the prior month for any services rendered. County will pay invoices it receives within a reasonable time. Contractor agrees to provide with each request for a payment a schedule of the actual costs for services for the period, cumulative total costs for services for the entire contract, and a comparison of the cumulative total costs for services relative to the approved budget. Requests for payment submitted pursuant to this contract shall be paid within thirty (30) days.

Contractor shall be responsible for all costs and expenses incurred while performing any services under this Contract, including without limitation licenses fees, memberships and dues; automobile and other travel expenses; and all salary, expenses and other compensation paid to Contractor's employees or contract personnel Contractor hires to perform the services described by this Agreement.

4. INDEPENDENT CONTRACTOR STATUS. The Parties agree that Contractor, her associates and employees shall have the status of an independent contractors and that this contract, by explicit agreement of the parties, incorporates and applies the provisions of NRS 333.700, as necessarily adapted to the parties, including that Contractor is not a Douglas County employee and that there shall be no:

(1) Withholding of income taxes by the County;
(2) Industrial insurance coverage provided by the County;
(3) Participation in group insurance plans which may be available to employees of the County;
(4) Participation or contributions by either the independent contractor or the County to the public employees' retirement system;
(5) Accumulation of vacation leave or sick leave;
(6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

Contractor and County agree to the following rights and obligations consistent with an independent contractor relationship between the Parties:

a. Contractor has the right to perform services for others during the term of this

Agreement.

b. Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
c. Contractor shall not be assigned a work location on County premises.
d. Contractor, at Contractor's sole expense, will furnish all equipment and materials used to provide the services required by this Agreement.
e. Contractor, at Contractor's sole expense, has the right to hire assistants as subcontractors, or to use Contractor's employees to provide the services required by this Agreement.
f. Contractor or Contractor's employees or contract personnel shall perform the services required by this Agreement, and Contractor agrees to the faithful performance and delivery of described services in accordance with the time frames contained herein; County shall not hire, supervise or pay any assistants to help Contractor.
g. Neither Contractor nor contractor's employees or contract personnel shall receive any training from County in the skills necessary to perform the services required by this Agreement.
h. County shall not require Contractor or Contractor's employees or contract personnel to devote full time to performing the services required by this Agreement.
i. Contractor understands that Contractor is solely responsible to pay any federal and state taxes and/or any social security or related payments applicable to money received for services provided under the terms of this contract. Contractor understands that an IRS Form 1099 will be filed by County for all payments County makes to Contractor.

5. INDUSTRIAL INSURANCE. Contractor shall, as a precondition to the performance of any work under this Contract and as a precondition to any obligation of the County to make any payment under this Contract, provide the County with a work certificate and/or a certificate issued by a qualified insurer in accordance with NRS 616B.627. Contractor also shall, prior to commencing any work under the contract, complete and provide the following written request to a qualified insurer:

> RAD STRATEGIES has entered into a contract with Douglas County to perform work from July 1, 2025, through June 30, 2026 and requests that the insurer provide to Douglas County (1) a certificate of coverage issued pursuant to NRS 616B.627 and (2) notice of any lapse in coverage or nonpayment of coverage that the contractor is required to maintain. The certificate and notice should be mailed to:
>
> Douglas County Manager
> Post Office Box 218
> Minden, Nevada 89423

Contractor agrees to maintain required workers compensation coverage throughout the entire term of the Contract. If Contractor does not maintain coverage throughout the entire term of the Contract, Contractor agrees that County may, at any time the coverage is not maintained by Contractor, order the Contractor to stop work, suspend the Contract, or terminate the Contract. For each six-month period this Contract is in effect, Contractor

agrees, prior to the expiration of the six-month period, to provide another written request to a qualified insurer for the provision of a certificate and notice of lapse in or nonpayment of coverage. If Contractor does not make the request or does not provide the certificate before the expiration of the six-month period, Contractor agrees that County may order the Contractor to stop work, suspend the Contract, or terminate the Contract.

6. LICENSING. Contractor agrees to maintain any required licenses to perform any services for County. The failure to maintain any required license will result in immediate termination of this Contract.

7. GENERAL LIABILITY INSURANCE. Douglas County's liability coverage will not extend to the Contractor. However, Contractor is not required to obtain liability insurance provided the affidavit required under Section 5 above has been provided.

8. TERMINATION OF CONTRACT. This Contract may be revoked without cause by either Party prior to the date set forth in Paragraph 1, provided that a revocation shall not be effective until 30 days after a party has served written notice upon the other party. The Contractor shall submit billings for work performed up to the effective date of termination.

9. CONSTRUCTION OF CONTRACT. This Contract shall be construed and interpreted according to the laws of the State of Nevada. Any dispute regarding this Contract shall be resolved by binding arbitration, with an arbiter jointly selected from a list maintained by the Nevada Supreme Court of senior/retired judges, with both parties to pay their own attorney fees. There shall be no presumption for or against the drafter in interpreting or enforcing this Contract.

10. COMPLIANCE WITH APPLICABLE LAWS. Contractor shall 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 this contract, including, but not limited to, all federal, state, and local accounting procedures and requirements and all immigration and naturalization laws.

11. ASSIGNMENT. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this contract without the prior written consent of the County.

12. COUNTY INSPECTION. The books, records, documents and accounting procedures and practices of Contractor related to this contract shall be subject to inspection, examination and audit by the County.

13. DISPOSITION OF CONTRACT MATERIALS. Any books, reports, studies, photographs, negatives or other documents, data, or other materials prepared by or supplied to Contractor in the performance of its obligations under this Contract shall be the exclusive property of the County and all such materials shall be remitted and delivered, at Contractor's expense, by Contractor to the County upon completion of the project, or termination or cancellation of this Contract.

14. PUBLIC RECORDS LAW. Contractor expressly agrees that all documents submitted, filed, or deposited with the County by Contractor, unless designated as confidential by a specific statute of the State of Nevada or a court of competent

jurisdiction, shall be treated as public records pursuant to NRS Chapter 239 and shall be available for inspection and copying by any person, as defined in NRS 0.039, or any governmental entity.

15. INDEMNIFICATION. Contractor agrees to indemnify and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this contract by Contractor or Contractor's agents or employees.

16. MODIFICATION OF CONTRACT. This Contract constitutes the entire agreement between the Parties and may only be modified by a written amendment signed by the Parties.

17. AUTHORITY. The Parties represent and warrant that they have the authority to enter into this Contract.

18. INCORPORATED DOCUMENTS. The Parties agree that this Contract references or incorporates no other documents or exhibits.

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

20. NO APPROPRIATION OF FUNDS. All payments and services provided under this agreement are contingent upon the availability of the necessary public funding. In the event that Douglas County does not receive the funding necessary to perform in accordance with the terms of this Agreement, this Agreement shall automatically terminate and all fees due and owing shall be paid.

21. NOTICES. 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 three business days after mailing by United States, postage prepaid, first class mail addressed to the other party at the addresses set forth below:

FOR COUNTY:

Douglas County
Attn: County Manager's Office
P.O. Box 218
Minden, Nevada 89423
Ph: 775-782-9821

FOR CONTRACTOR:
RAD Strategies Inc.
518 Pyramid Way
Sparks, Nevada 89431
Phone: 775-323-6333

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

for Kathy Lewis 6/24/26

Jenifer Davidson — Date
Douglas County Manager

Ronele M. Dotson June 4, 2026

Ronele M. Dotson, President — Date
RAD STRATEGIES INC.

AGENDA ITEM NO. F.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: November 5, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to accept a $15,000 grant from the Carson Subconservancy District Noxious Weed Abatement Program, and authorize the Community Services Director to sign all related grant documents. (Brook Adie, Community Services Director)

RECOMMENDED MOTION:
Accept a $15,000 grant from the Carson Subconservancy District Noxious Weed Abatement Program, and authorize the Community Services Director to sign all related grant documents.

FINANCIAL IMPACT:
Douglas County Weed Control will submit for reimbursement against the grant amount from the Carson Water Subconservancy by providing copies of all invoices, a map of the treatment sites, and monitoring plan (if available) for a period of three (3) years. All reimbursement requests will be submitted to the Carson Water Subconservancy District no later than July, 31, 2027.

BACKGROUND:
Douglas County Weed Control will utilize grant funding for chemical purchases, and noxious weed control abatement in the Carson Valley at the discretion of the Weed Control Program Supervisor.

ATTACHMENTS:
CWSD Grant Application.pdf

Carson Water Subconservancy District
Noxious Weed Abatement Program
FY 2026-27

This program is intended for use by agencies and organizations dedicated to the enhancement and health of the Carson River Watershed.

Procedures for participation in the program:

1. Complete and return the attached application.
2. If the application is approved, CWSD will send you a copy of your authorized application.
3. CWSD funds can only be used for direct costs that include seasonal labor costs for chemical application, chemical purchase, weed mapping expenses, etc. No indirect costs will be considered (i.e., overhead costs). All expenses must be incurred by June 30, 2027. Submit invoices with receipts for reimbursement to CWSD no later than July 31, 2027.

Program Conditions:

1. The applicant must be a licensed sprayer, or under the supervision of a licensed sprayer per ***NRS 555.2618.***
2. Applicants will prepare a map showing treatment sites to submit with invoices.
3. The applicant will enter projects into the CWSD Partner Web Viewer. Updates shall include before and after project pictures, project goals, etc., prior to final invoice payment. Notify CWSD when projects are entered. Ten percent of grant funding will be withheld until reports are submitted. Contact CWSD at least 45 days prior to the expiration of your contract if you require in-person training. Click here to review Web Viewer Partner Training Manual.
4. Applicant must retain records to include application form, treatment maps, and chemical use for at least three years.

For more information on the CWSD Noxious Weed Abatement Program please call (775)887-7450.

Carson Water Subconservancy District
Noxious Weed Abatement Program
Applicant Form FY 25-26

Date: 10/23/26

Funding Amount Requested: $ 15,000.00

Applicant Information

Name of Applicant: Ryan Stanton

Name of Agency/Organization: Douglas County Weed Control

Address: 1323 Waterloo Lane Gardnerville NV, 89410

Phone Number: 775-782-9835 Email: rstanton@douglasnv.us

Control Methods

Does your agency/organization have a monitoring plan? Yes X No ____

If no, explain how you plan to monitor your results. ____

I understand and agree that Douglas County Weed Control (Insert agency/organization name) is responsible for the proper use and care when conducting noxious weed spraying and will use care not to contaminate waterways. I understand that spraying is done at our own risk and that the Carson Water Subconservancy District cannot be held liable for any harm to my person or the property upon which the spraying will take place. RS 10/23/26 *(Please initial & date.)*

I understand that a file must be kept at our location which contains a copy of the signed applicant form, copies of all invoices, a map of the treatment sites, and a monitoring plan (if available) for a period of no less than three (3) years. This file may be requested for review by CWSD at any time. RS 10/23/26 *(Please initial & date.)*

I understand that all reimbursement requests must be submitted to CWSD no later than July 31, 2026.

Return Form to:
Carson Water Subconservancy District
777 E. Williams, Suite 209
Carson City, NV 89701
or email to: catrina@cwsd.org

For more information or if you have questions please call CWSD: (775) 887-7450.

I agree to abide by all procedures and conditions of the Noxious Weed Abatement Program.

_____ _____

Signature **Date**

_____

Please Print Name & Title

CWSD approval of the application:

Amount of funding approved: _____

_____ _____

Reed Cozens, General Manager **Date**

AGENDA ITEM NO. G.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: November 5, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to accept the Public Administrator's 2026 Third Quarter Report for the period beginning July 1, 2026, and ending September 30, 2026, per Douglas County Code Chapter 2.23. (Brook Adie, Community Services Director)

RECOMMENDED MOTION:
Accept the Public Administrator's 2026 Third-Quarter Report for the period beginning July 1, 2026, and ending September 30, 2026, per Douglas County Code Chapter 2.23.

FINANCIAL IMPACT:
Total revenue collected for the reporting period of $38,296.46.

BACKGROUND:
The Public Administrator's 2026 Third-Quarter Report, reflecting 22 active cases as of September 30, 2026, is attached for the public's review. Total revenue collected for the reporting period of $38,296.46.

Inventories reported are based on new referrals received this reporting period. There are no outstanding inventories from pervious periods. All active cases have completed inventories.

ATTACHMENTS:
PA Q3 REPORT REVISED 10.28.26.pdf

DOUGLAS COUNTY
Public Administrator
P.O. Box 570
Minden, NV 89423
(775) 783-6410 (775) 782-9031 (f)

DOUGLAS COUNTY PUBLIC ADMINISTRATOR
Quarterly Report for Period Ending
September 30, 2026

In Nevada there are 4 types of Probate (after Special Administration), those being:

1. **Affidavit of Entitlement "Small Estate Affidavit":** Any estate that has NO real property – and is total value less than $25,000.
2. **Set Aside Estate:** Has real property and/or is total value over $25,000 but LESS than $100,000 (or has a pour-over will to a trust). A pour-over will is a type of will used in conjunction with a revocable living trust. It ensures that any assets not already held within the trust at the time of the grantor's death are "poured over" into the trust to be distributed according to the trust's terms.
3. **Summary Administration:** Any estate that is over $100,000 but less than $300,000.
4. **General Administration:** Any estate over $300,000.

ACTIVE CASES	**22**
SMALL ESTATE AFFIDAVIT	12
SET ASIDE	1
SUMMARY ADMINISTRATION	1
GENERAL ADMINISTRATION	8
CLOSED CASES	**31**
CLOSED DUE TO COMPLETION OF PROBATE AND DISCHARGE GRANTED BY THE COURT	31

REVENUE: **$38,296.46**

INVENTORIES COMPLETED: **5**

INVENTORIES PENDING: **0**

AGENDA ITEM NO. H.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: November 5, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to accept the Public Guardian's 2026 Third Quarter Report for the period beginning July 1, 2026, and ending September 30, 2026, per Douglas County Code 2.22.135. (Brook Adie, Community Services Director)

RECOMMENDED MOTION:
Accept the Public Guardian's 2026 Third Quarter Report, as presented.

FINANCIAL IMPACT:
Guardianship fees received for the Third Quarter ending September 30, 2026, totaled $556.23.

BACKGROUND:
Attached is the Public Guardian's 2026 Third Quarter Report for the period of July 1, 2026, through September 30, 2026. A total of $556.23 was collected in fees. There is a total of 26 Active (Living) Guardianships as of September 30, 2026.

ATTACHMENTS:
2026.6-9 Quarterly Report July, August, September.pdf

DOULGAS COUNTY
Public Guardian
P.O. Box 1929
Minden, NV 89423
(775)782-6213 (775)782-9031 (f)

DOUGLAS COUNTY PUBLIC GUARDIAN
Quarterly Report for Period Ending
September 30th, 2026

Number of Protected Persons:

Active (Living) Guardianships (9/30/2026)	26- Full Guardianships
Active (Deceased) Guardianships (9/30/2026)	1- Full Guardianships
Active Guardianships of Person	0- Person Only
Active Guardianships of Estate	0- Estate Only
Active Trustee Service	0
Active Administration	0
Active Temporary Guardianships	1- Full Temp Guardianship
Guardianships received this quarter	1
Protected Persons deceased this quarter	1
Guardianship dismissed (other than death)	0
Referrals Pending	3
Estates to Close	0
Trusts to Close	0
Administration to Close	0
Estates Converted to Administrator	0
Estates Closed	0
Trusts Closed	0
Administrations Closed	0
Investigations Received	0
Investigations Closed	0
Investigations Converted to Guardianships	0
Clients deemed indigent	4

Placement:

Douglas County	
Chateau at Gardnerville	2
Gardnerville Health & Rehab	5
Valage Senior Living at Carson Valley	0
Volante of Carson Valley	0
In their own home	1
Carson City	
Mountain View Health & Rehab	9
Life Skills	1
Silver Oak Rehab	0
Prestige Memory Care	0
Carson Tahoe Hospital	0
Reno/Sparks	
Chrysalis	1
JC Family	1
New Hope/Wellcare	1
Washoe Senior Living II	1
Pleasant Care Group Home	1
Sunlife Group Home	1
Renown	0
Yerington	
South Lyon Medical Center	1
Mason Valley Residence	0
Fallon	
The Homestead	0
Highland Village of Fallon	0
Las Vegas	
Neuro Restorative	2

Currently there are Twenty-eight clients under the care of the Public Guardian Office. We have One pending estate to close, Zero Trusts or Administrations, and Three referrals pending. Guardianship fees generated and deposited to the General Fund July through September: $556.23.

Respectfully submitted,
PUBLIC GUARDIAN
cc: Neal Falk Minden Lawyers LLC
Daniel Judd Allison MacKenzie, Ltd.
Jenifer Davidson, County Manager
Board of County Commissioners

AGENDA ITEM NO. I.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: November 5, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to renew the annual software subscription with NeoGov for various cloud-based modules for recruitment, development and management of employees, in an amount not to exceed $165,620, and authorize the Human Resources Director to sign any required documents. (Christine Vido, Human Resources Director)

RECOMMENDED MOTION:
Approve the annual software subscription with NeoGov for various cloud-based modules for recruitment, development and management of employees, in an amount not to exceed $165,620, and authorize the Human Resources Director to sign any required documents, as presented.

FINANCIAL IMPACT:
The annual renewal cost of $165,620 is split between Human Resources (101-194) and Risk (309-817) and is budgeted for this fiscal year. This represents a regular, recurring annual expense for the Human Resources Department.

BACKGROUND:

NeoGov is the County's Recruitment, Onboarding, eLearning, Policy, eForms and Performance Management software platforms. Human Resources currently has the entire County workforce (with the exception of temporary staff) enrolled in the system. The NeoGov platform creates significant efficiencies by automating and streamlining internal HR processes and improving ease of access for employees throughout the employment lifecycle.

ATTACHMENTS:
Invoice for Douglas, County of (NV) - INV-171073.pdf
Invoice for Douglas, County of (NV) - INV-171634.pdf
NEOGOV SERVICES AGREEMENT V052226.pdf

NEOGOV

PowerDMS by NEOGOV

INVOICE

Vendor Information / Contact:

2120 Park Pl, Suite 100
El Segundo, CA 90245
Email: billing@neogov.net
Phone: (310) 426-6304
EIN: 33-0888748

Need a W-9? Click here: **W-9 PDF**

Invoice Summary:

Invoice No.:	INV-171073
Invoice Date:	09-23-2026
Due Date:	11-22-2026
Payment Terms:	Net 60
Purchase Order No.:	
Customer No.:	A-684802

Customer Billing Information
Megan Everett Douglas, County of (NV) Douglas County P.O. Box 218 Douglas, NV 89423 US

Customer Shipping Information
Douglas, County of (NV)   Douglas County P.O. Box 218 Douglas, NV 89423 USA

Invoice Details:

Product	Start Date	End Date	Quantity	Total Price ($USD)
Candidate Text Messaging Subscription	10-15-2026	10-14-2027	546	$1,880.25
eForms Subscription	10-15-2026	10-14-2027	546	$24,298.20
Governmentjobs.com Subscription	10-15-2026	10-14-2027	546	$1,955.81
Insight Subscription	10-15-2026	10-14-2027	546	$19,952.81
Learn Subscription	10-15-2026	10-14-2027	546	$38,876.29
New Hire Export Subscription (ON)	10-15-2026	10-14-2027	546	$2,701.52
Onboard Subscription	10-15-2026	10-14-2027	546	$17,008.47
Perform Subscription	10-15-2026	10-14-2027	546	$33,477.34

SUBTOTAL ($USD)	$140,150.69
Sales Tax	$0.00
TOTAL	$140,150.69
Payments	$0.00
Credits	$0.00
Balance Due ($USD)	**$140,150.69**

Payment Instructions:

Remit checks to:	**Remit electronic payments to:**	**Credit card payments:**
Governmentjobs.com, Inc. DEPT LA 25067 Pasadena, CA 91185-5067	Silicon Valley Bank Name: Governmentjobs.com, Inc. Account #: 3302022848 Routing #: 121140399 Swift Code: SVBUS6SIBO	Credit Card Payment Portal Link

By making the payment specified in this invoice, customer agrees that the terms and conditions of the agreement previously executed by the parties shall apply to this purchase, or if there is no prior agreement, the terms and conditions of the NEOGOV Services Agreement set forth in the quote previously provided to Customer shall apply. Any other terms and conditions provided by customer to NEOGOV in a purchase order or otherwise shall be deemed void.

NEOGOV

PowerDMS by NEOGOV

INVOICE

Vendor Information / Contact:

2120 Park Pl, Suite 100
El Segundo, CA 90245
Email: billing@neogov.net
Phone: (310) 426-6304
EIN: 33-0888748

Need a W-9? Click here: **W-9 PDF**

Invoice Summary:

Invoice No.:	INV-171634
Invoice Date:	10-02-2026
Due Date:	12-01-2026
Payment Terms:	Net 60
Purchase Order No.:	
Customer No.:	A-684802

Customer Billing Information
Megan Everett Douglas, County of (NV) Douglas County P.O. Box 218 Douglas, NV 89423 US

Customer Shipping Information
Douglas, County of (NV) Douglas County P.O. Box 218 Douglas, NV 89423 US

Invoice Details:

Product	Start Date	End Date	Quantity	Total Price ($USD)
PowerPolicy Professional Subscription	12-01-2026	11-30-2027	699	$25,459.78

SUBTOTAL ($USD)	$25,459.78
Sales Tax	$0.00
TOTAL	$25,459.78
Payments	$0.00
Credits	$0.00
Balance Due ($USD)	**$25,459.78**

Payment Instructions:

Remit checks to:	Remit electronic payments to:	Credit card payments:
Governmentjobs.com, Inc. DEPT LA 25067 Pasadena, CA 91185-5067	Silicon Valley Bank Name: Governmentjobs.com, Inc. Account #: 3302022848 Routing #: 121140399 Swift Code: SVBUS6SIBO	Credit Card Payment Portal Link

By making the payment specified in this invoice, customer agrees that the terms and conditions of the agreement previously executed by the parties shall apply to this purchase, or if there is no prior agreement, the terms and conditions of the NEOGOV Services Agreement set forth in the quote previously provided to Customer shall apply. Any other terms and conditions provided by customer to NEOGOV in a purchase order or otherwise shall be deemed void.

SERVICES AGREEMENT

V052226

Customer agrees that by placing an order through a NEOGOV standard ordering document or other document mutually agreed by the parties detailing the services, pricing and subscription term (each, an "Order Form" for purposes of this Agreement), you agree to follow and be bound by the terms and conditions set forth herein. "Governmentjobs.com", "NEOGOV", "we", and "our" means Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries (collectively, "NEOGOV" and, where applicable, its other affiliates; "Customer", "you", "your" means the NEOGOV client, customer, and/or the subscriber identified in the Order Form).

"Services Agreement" or the "Agreement" shall be used to collectively refer to this NEOGOV Services Agreement, documents incorporated herein including the applicable Order Form, each Addendum (as applicable), and Special Conditions (if any). "Addendum" means each Addendum set forth either as an Exhibit hereto or otherwise made available at https://www.neogov.com/service-specifications (the "NEOGOV Site") and, as applicable, made a part of this Agreement. "Special Conditions" means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form.

1. Provision of Services. Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the "Services"). In addition, to the extent NEOGOV provides Customer with access to additional NEOGOV software in order to access Customer Data (as defined below) or otherwise enhance product implementation or functionality, Customer's use of such software will be deemed to be part of the Services and the terms and conditions of this Agreement shall apply. Customer hereby acknowledges and agrees that NEOGOV's provision and performance of, and Customer's access to, the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the earlier of: (i) the date of Customer signature on an applicable Order Form; or (ii) use of the Services commences for the Initial Term or Renewal Term, as applicable (the "Effective Date").

2. SaaS Subscription. "SaaS Applications" means each proprietary NEOGOV web-based software-as-a-service application set forth on an Order Form and subsequently made available by NEOGOV to Customer. NEOGOV may make written service specifications or technical documentation available to Customer ("Service Specifications"). Service Specifications describe the SaaS Applications as a general matter, are provided for informational purposes only, do not constitute representations or warranties, and are not incorporated into this Agreement unless expressly attached as an exhibit and incorporated by reference herein. Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (i) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer's internal, non-commercial purposes; (ii) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (iii) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the "SaaS Subscription"). "Authorized Users" means (1) Customer employees, agents, contractors, consultants ("Personnel") who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (2) for whom access to the Services has been purchased hereunder under the Order Form. You shall not exceed the usage limits (if any) as detailed in the user tier in the applicable Order Form. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, Customer shall not access, and shall not permit any third party to access, the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes.

3. Customer Responsibilities.

   a) Managing the Subscription. Customer may use the Services in a manner consistent with the terms of this Agreement. Customer will provide NEOGOV all information needed to process the Order Form to activate the subscription and provision the Services to the Customer.

   b) Managing Authorized Users.

      i) Authorized Users. Customer is responsible for: (A) managing the Authorized Users on its account on the Services, and (B) each Authorized User's access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement. Customer is solely in control of the individual permissions on the Customer's

account. Authorized Users may be designated by department, division, or business unit of Customer (each, a "Permitted Division") on the applicable Order Form or in writing to NEOGOV, and in such case, Authorized Users shall access and use the Services solely for the benefit of their designated Permitted Division(s). Customer shall not reassign Authorized Users across Permitted Divisions, or permit Authorized Users to access Customer Data of any other division, department, or business unit, without NEOGOV's prior written consent, and any such expansion may be subject to additional fees.

ii) Customer Obligations. Customer must: (A) obtain any rights, permissions, or consents that are necessary for the Authorized User's lawful use of Customer Data and the operation of the Services; (B) ensure that the transfer and processing of Customer Data under the Agreement is lawful; and (C) respond to and resolve any dispute with an Authorized User relating to or based on Customer Data, the Services, or Customer's failure to fulfill its obligations under the Agreement or applicable law. Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.

4. Professional Services.

a) Professional Services. "Professional Services" shall mean consulting, implementation and/or training services concerning the SaaS Applications as detailed in an Order Form or NEOGOV Scope of Work ("SOW"). Each Order Form or SOW will describe the work to be performed, fees, and any applicable milestones, dependencies, and technical specifications. Professional Services are subject to the Professional Services Addendum available on the NEOGOV Site and incorporated herein. Order Forms or SOWs must be signed by Customer before NEOGOV commences work. If Customer executes a separate SOW, this Agreement and its incorporated documents (including the Professional Services Addendum) will control in the event of any conflict. NEOGOV retains all right, title, and interest in and to any deliverables, tools, know-how, or other materials developed, created, or provided in connection with the Professional Services, excluding Customer Data.

b) Implementation. For an additional fee as detailed on an applicable Order Form, NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User administrators grasp the system. Implementation is conducted off-site unless otherwise agreed in the Order Form. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.

c) Product Documentation; Training Materials. "Product Documentation" means all user guides, training, implementation materials, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV grants Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute the Product Documentation internally via non-public platforms during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training is conducted by self-review of online materials. NEOGOV's pre-built online training consists of tutorials introducing standard features and functions (the "Training Materials"), which may be used as reference material by Customer Personnel.

5. Payment Terms.

a) Fees. Customer shall pay all Subscription, Onboarding and Set-Up fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") as set forth in an Order Form within thirty (30) days of the

date of NEOGOV's invoice. Fees shall be invoiced annually in advance. For multi-year Terms, the fees for the first year shall be invoiced upon execution and the fees for future years shall be invoiced annually in advance of each subsequent 12 month period unless otherwise set forth on the Order Form, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order Form. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are expressed in and shall be paid in U.S. dollars. Invoices shall be delivered to the stated "Bill To" party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. If Subscription Fees are based upon the Authorized User or employee count as may be specified in an Order Form, Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users or employees set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least sixty (60) days' notice prior to commencement of a Renewal Term. New pricing shall be deemed to be effective if Customer (a) returns an executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the new pricing, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.

b) Taxes. Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days after the Effective Date of this Agreement and thereafter upon NEOGOV's request therefor.

c) Disputed Invoices. If Customer, in good faith, disputes any portion of an invoice, Customer shall notify NEOGOV in writing within ten (10) days after the invoice date, describing the nature of the dispute in reasonable detail; otherwise, the invoiced amounts shall be deemed accepted. Customer shall timely pay all undisputed portions of the invoice. The parties shall cooperate in good faith to promptly resolve any disputed amounts, and any amounts ultimately determined to be payable to NEOGOV shall be due within ten (10) days after resolution and may accrue late fees from the original due date.

d) Purchase Orders. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall have any effect or modify or supersede the terms and conditions of this Agreement. NEOGOV's failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement. Failure by NEOGOV to reference a Customer purchase order number on an invoice shall not relieve Customer of its obligation to pay amounts due when invoiced, and issuance or acceptance of a purchase order is not a condition precedent to NEOGOV's right to payment.

6. Term and Termination. Either party may terminate this Agreement at any time when there is no Order Form then in effect by giving the other party thirty (30) days written notice.

a) Term. This Agreement shall commence on the Effective Date and shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of their respective obligations hereunder, unless it is terminated earlier in accordance with this Agreement. The initial term of the SaaS Subscriptions shall be as specified in the Order Form and shall remain in effect for the term specified therein (the "Initial Term"). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a "Renewal Term" and together with the Initial Term, collectively, the "Term") unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party's intention to not renew the SaaS Subscriptions, or unless terminated earlier in accordance with this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Services is separate from any other order for any other Services. Customer may purchase certain Services independently of other Services. Customer's obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.

b) Termination for Cause; Effect of Termination. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following the non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, or regulation. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other

NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, following 90 days after expiration or termination of the Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.

7. Audit Rights. Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall within three (3) business days pay to NEOGOV the amount due. All expenses associated with any such audit shall be paid by NEOGOV unless the audit reveals underpayment in excess of five percent (5%), in which case Customer shall pay such expenses as well as any amount due to NEOGOV.

8. Maintenance; Modifications; Support Services.

   a) Maintenance, Updates, Upgrades. NEOGOV manages the hardware and software infrastructure for the Services, which may be hosted or operated by third-party service providers. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to Customer.

   b) Support. NEOGOV shall provide support for the Services in accordance with the Service Level Agreement made available on the NEOGOV Site, which is hereby incorporated herein by reference and made part of this Agreement (the "SLA"). Support hours, response times, priority classifications, and escalation procedures are governed by the SLA. To the extent of any conflict between this Section and the SLA, the SLA shall control.

   c) Limitations. Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation. NEOGOV has no obligation to maintain or support any beta, trial, proof of concept, or evaluation features or services, which are provided "as is" and may be modified or discontinued at any time.

9. NEOGOV Intellectual Property.

   a) NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the "NEOGOV Intellectual Property"). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. All use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.

   b) Customer may, but is not obligated to, provide NEOGOV with suggestions, ideas, enhancement requests, or other feedback ("Feedback"). All Feedback shall be the sole and exclusive property of NEOGOV and may be used by NEOGOV in any way without restriction or obligation to Customer.

10. Data Processing and Privacy.

   a) Customer Data. "Customer Data" shall mean all data provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV's provision of Services to Customer including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a worldwide, limited, non-exclusive, royalty-free license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. Upon notice to Customer, NEOGOV reserves the right to delete Customer Data stored, transmitted or published by Customer

using the Services upon receipt of a bona fide notification that such content infringes upon the intellectual property rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.

b) Platform Data. "Platform Data" shall mean aggregated, anonymized, de-identified, or statistical data derived from the access to, use of, operation, or performance of the Services, including usage patterns, feature utilization, system interactions, performance metrics, analytics, trends, benchmarking data, and market or workforce insights. Platform Data does not identify Customer, any individual, or any user and cannot reasonably be used to do so. NEOGOV may use Platform Data for lawful business purposes, including to operate, support, improve, benchmark, and develop its products and services. NEOGOV will not attempt to re-identify Platform Data. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data.

c) Data Processing Agreement. The parties agree that the terms of the NEOGOV Data Processing Addendum ("DPA") made available on the NEOGOV Site is hereby incorporated herein by reference and made part of this Agreement and governs NEOGOV's processing of Personal Data (as defined in the DPA). In the event of any conflict between this Agreement and the DPA with respect to the processing of Personal Data, the DPA will control.

d) Data Responsibilities.

i) NEOGOV will maintain commercially reasonable administrative, physical, and technical safeguards, consistent with industry standards, for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures designed for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing.

ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, including but not limited to compliance with applicable laws. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Without limiting the foregoing, Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (a) the accuracy and completeness of all Customer Data, (b) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (c) the collection, use, modification, alteration, extraction, retention, copying, disclosure and transfer of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless otherwise mutually agreed in writing or described in the Product Documentation, Customer shall not maintain any financial, health, payment card, or other similar sensitive data that imposes specific data security or data protection obligations within the Services. Customer shall provide and institute all appropriate tools and procedures required to ensure the security of its own information system and, more specifically, to prevent, detect and destroy the occurrence of any viruses.

e) Breach Notice. NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a "Security Breach") within 72 hours of NEOGOV's confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer's policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification. NEOGOV's notice and any related communications are not an admission of fault or liability. Each party shall be responsible for its own obligations under applicable breach notification laws. If applicable law requires notice to affected individuals, regulators, or others, the Customer shall be responsible for notices relating to its relationship with such individuals unless otherwise required by law or finally determined to be the legal responsibility of NEOGOV.

f) Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term using the existing features and functionality of the Services. If Customer cannot export or delete Customer Data using such features and functionality, NEOGOV will, upon Customer's written request, make the Customer Data available for export or destroy it. If Customer requires export in a format other than that provided by NEOGOV, such services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide Customer Data more than ninety (90) days after the expiration or termination of this Agreement. Customer is solely responsible for determining its data retention obligations under applicable law, and NEOGOV disclaims all liability in connection with such determination. To the extent Customer retains Customer Data on NEOGOV's systems beyond any applicable legally required retention period, NEOGOV disclaims all liability in connection therewith, including any claims related to loss or destruction of such data. Notwithstanding the foregoing, NEOGOV may retain copies of Customer Data in system backups to the extent

required by applicable legal or regulatory obligations or for the establishment, exercise, or defense of legal claims, provided that any such retained data remains subject to the confidentiality and security obligations set forth herein until deleted.

11. Third Party Services. The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services ("Third Party Services"). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein and disclaims all liability in connection with the Third Party Services. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.

12. Nondisclosure.

    a) Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party without restriction prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without a duty of nondisclosure and without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.

    b) Obligations. The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors, and its professional advisors (including legal counsel and auditors), who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein, or are otherwise bound by statutory, regulatory, or professional obligations of confidentiality.

    c) Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by court order or subpoena to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

    d) Equitable Relief. The parties recognize and agree there may be no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach may irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

13. Representations, Warranties, and Disclaimers.

    a) Mutual Representations. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.

    b) Additional Customer Representations and Warranties. Customer hereby represents and warrants to NEOGOV that: (i) Customer and Authorized Users have all necessary rights and authority to upload Customer Data to the Services without violating any third party's proprietary or privacy rights, including Intellectual Property rights; (ii) Customer Data does

not contain any viruses, worms, Trojan horses, or other harmful or destructive code or content; and (iii) Customer will use the Services in compliance with all laws, rules, regulations, and this Agreement.

c) Service Performance. NEOGOV's service performance obligations are governed exclusively by the Service Level Agreement ("SLA") made available on the NEOGOV Site, which is hereby incorporated herein by reference and made part of this Agreement. The SLA version in effect as of the Order Form execution date shall govern Customer's subscription for the applicable Term. The remedies set forth in the SLA constitute Customer's sole and exclusive remedy, and NEOGOV's entire liability, for any failure by NEOGOV to meet its service performance obligations. NEOGOV makes no representations or warranties regarding service performance beyond those expressly set forth in the SLA.

d) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES AND ANY OTHER INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.

e) Disclaimer of Actions Caused by and/or Under the Control of Internet and Cloud Service Providers. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA OVER THE INTERNET OR THROUGH THIRD PARTY CLOUD, HOSTING, TELECOMMUNICATIONS, STORAGE, OR OTHER INFRASTRUCTURE PROVIDERS, INCLUDING PROVIDERS USED TO HOST, STORE, PROCESS, TRANSMIT, OR SUPPORT THE SERVICES (SUCH AS AWS OR SIMILAR PROVIDERS). SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE AND AVAILABILITY OF INTERNET CONNECTIVITY AND THIRD PARTY SYSTEMS AND SERVICES THAT ARE OUTSIDE NEOGOV'S CONTROL. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES MAY IMPAIR OR DISRUPT CUSTOMER'S ACCESS TO OR USE OF THE SERVICES. ALTHOUGH NEOGOV WILL USE COMMERCIALLY REASONABLE EFFORTS TO MITIGATE AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS LIABILITY FOR ANY DELAYS, INTERRUPTIONS, OUTAGES, DATA TRANSMISSION FAILURES, STORAGE FAILURES, LOSS OF CONNECTIVITY, OR OTHER PERFORMANCE ISSUES CAUSED BY OR RESULTING FROM SUCH THIRD PARTY SERVICES OR INFRASTRUCTURE PROVIDERS.

f) No Medical Advice. Through certain Services, NEOGOV may make certain telehealth related information available to Customer and/or facilitate user access to telemedicine, expert medical services, and/or emergency medical services. NEOGOV is independent from healthcare providers who provide telemedicine services and is not responsible for such healthcare providers' acts, omissions or for any content or communications made by them. The Services do not provide medical advice and do not create a healthcare provider/patient relationship between Customer and NEOGOV or otherwise. Any Services, or content accessed from the Services, are for informational purposes only and do not constitute medical advice. Customer should seek professional medical advice, diagnosis, and/or treatment for any and all medical conditions, whether as a result of using Services or otherwise. NEOGOV IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER TREATMENT OR INFORMATION THAT CUSTOMER OR ITS USERS MAY OBTAIN THROUGH THE USE OF THE SERVICES.

g) Artificial Intelligence and Machine Learning. Artificial Intelligence and Machine Learning. NEOGOV may incorporate artificial intelligence and machine learning features within the Services. AI features will be disclosed within the Services interface. Customer may enable, disable, or configure each AI feature within its subscription in accordance with the controls made available by NEOGOV, which may vary by feature. The parties' rights and obligations regarding AI features are governed by the AI Addendum made available on the NEOGOV Site, which is hereby incorporated herein by reference and made part of this Agreement. The version of the AI Addendum in effect on the date Customer first activates any AI feature under this Agreement shall govern for the duration of the then-current Term, unless otherwise agreed in writing. NEOGOV shall retain the governing version of the AI Addendum on file and shall provide a copy to Customer upon written request.

14. Indemnification.

a) Customer Indemnity. To the extent permitted by applicable law, including laws providing for the sovereign immunity of government entities or limiting governmental liability, Customer will defend and indemnify NEOGOV from and against

any claim, demand, suit or proceeding made or brought against NEOGOV (i) by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, (ii) in connection with Customer's violation of any applicable laws, or (iii) any claim or allegation by any third party resulting from or related to Customer's or any of its Authorized User's breach of Section 3 of this Agreement.

b) NEOGOV Indemnity. Subject to subsections 14(b)(i) through 14(b)(iii) and 14(c) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV.

i) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.

ii) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.

iii) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.

c) Indemnification Procedures. In order to receive the indemnities described hereunder, the indemnified party must: (i) promptly notify the indemnifying party, in writing, of any claim; (ii) cooperate reasonably with indemnifying party, at the indemnifying party's expense, in the defense and/or settlement thereof; and (iii) allow the indemnifying party to control the defense and/or settlement thereof except that the indemnifying party may not, without the indemnified party's prior written consent, enter into any settlement that does not unconditionally release the indemnified party from liability. The indemnified party shall have the right to participate in any defense of a claim and/or to be represented by counsel of its own choosing at its own expense, provided that ultimate control of such defense shall remain solely with the indemnifying party.

15. Limitations of Liability.

a) EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT, STRICT LIABILITY, AND OTHERWISE, INCLUDING FOR ANY: (i) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (ii) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (iii) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (iv) COST OF REPLACEMENT GOODS OR SERVICES; (v) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (vi) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

b) CAP ON MONETARY LIABILITY. EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, OR CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO

BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT UNDER THE APPLICABLE ORDER FORM IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE FIRST EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.

16. Reimbursement of Costs in Third Party Litigation. With respect to any litigation or other court proceeding involving Customer and a third party, if any subpoena or other legally binding request related to such litigation or court proceeding is served to NEOGOV requesting copies of documents maintained by NEOGOV or otherwise requesting NEOGOV to appear as a witness in any capacity or provide testimony with respect to Customer's documentation, Customer shall, to the extent permitted by applicable law, reimburse NEOGOV for its out-of-pocket costs associated with compliance with such request, including but not limited to NEOGOV's reasonable attorneys' fees.

17. EOL Products. NEOGOV may, in its discretion, at certain times elect to discontinue development, distribution and/or support of any Service or any elements or versions of any Service, and thereby designate such Service or elements or versions as end of life ("EOL"). In the event that NEOGOV elects to announce EOL for any Service, NEOGOV will provide six (6) months prior notice. Notice may be provided via email to Customer's designated contact or via in-application notice. Customer will have a period of six (6) months after receipt of such notice to upgrade to the last commercially available (non-EOL) version of the Service, if applicable, or otherwise following the expiration of such six (6) month period, the Service shall be deemed terminated without penalty and a pro rata refund shall be provided to Customer for the remaining term of the Service. During the 6-month notice period, Customer may continue exercising all of the rights set forth in this Agreement with respect to such EOL Service. NEOGOV's discontinuation of such Service shall not materially reduce the core functionality of the applicable Service during the notice period.

18. Text Message Communications. NEOGOV may offer Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, citizen engagement or other human resource or public safety related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features. Customer is solely responsible for obtaining all necessary consents from message recipients, providing legally required notices, honoring opt-out requests, and ensuring that any use of text messaging features complies with all applicable laws, rules, and industry standards (including, where applicable, the Telephone Consumer Protection Act).

19. Publicity. Unless otherwise provided in the applicable Order Form, NEOGOV may identify Customer as a customer of NEOGOV and use Customer's name, logo, and trademarks for identification, reference, and marketing purposes, including on NEOGOV's website, customer lists, sales materials, and promotional materials, subject to any reasonable trademark usage guidelines provided by Customer.

20. Force Majeure. Except for Customer's payment obligations to NEOGOV, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, (j) failures or delays of cloud hosting providers or telecommunications carriers; or (k) any other cause beyond the reasonable control of such party.

21. Independent Contractor; Service Providers; Subcontractors; Cloud Providers.

    a) Independent Contractors. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not.

b) Service Providers; Subcontractors. NEOGOV may use third parties, affiliates, contractors, and service providers in connection with the provision of the Services, including providers of hosting, cloud, infrastructure, security, software, staffing, development, maintenance, administrative, consulting, operational, or other general support services ("Service Providers"), and subcontractors specifically retained to perform customer-specific professional services under an applicable Statement of Work ("Subcontractors"). For purposes of this Agreement, a party shall not be deemed a Subcontractor unless expressly engaged to perform customer-specific services under a Statement of Work. NEOGOV may engage Service Providers without notice to or consent from Customer. Unless otherwise specified in this Agreement, NEOGOV remains responsible for the performance of the Services and will ensure that any Service Provider or Subcontractor with authorized access to Customer Data is bound by written confidentiality and data protection obligations materially no less protective than those set forth herein. Nothing herein limits NEOGOV's obligations regarding subprocessors under the DPA.

c) Cloud Providers. NEOGOV may use cloud infrastructure providers and other subprocessors in connection with the Services, and Customer acknowledges that it is commercially reasonable for Customer to rely on the security processes and measures utilized by such providers.

22. Entire Agreement; Amendment; Addendum. This Services Agreement, the Exhibits hereto, each Addendum (as may be applicable pursuant to the terms therein) and documents incorporated herein, the applicable Order Form, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Order Form, 3) the NEOGOV Services Agreement, and 4) incorporated documents (including the Exhibits and each applicable Addendum). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound. If Customer subscribes to any product, module, functionality, or service that is subject to supplemental or product-specific terms, Customer agrees to the applicable addendum(s), policies, or supplemental terms made available on the NEOGOV Site, which are incorporated herein by reference.

23. General.

a. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of California, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Los Angeles, California.

b. Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive.

c. Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address specified in the applicable Order Form, or to such other address as either party may designate by notice as provided herein.

d. Waiver. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument.

e. Electronic Delivery. The parties agree that signatures and records in electronic form are valid and enforceable. Delivery of a copy of this Agreement or an Order Form bearing an original signature by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing an original signature.

f. Assignment. Customer may not assign this Agreement without the express written approval of NEOGOV Any attempt at assignment in violation of this Section shall be null and void.

g. Construction. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, addendum, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein. Headings are for convenience only and do not affect interpretation. As used herein, “including” means “including without limitation.”

Exhibit A
Government Customer Addendum

If Customer is a Government Customer, the following Government Customer Addendum ("Government Addendum") forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a "Government Customer" means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability**. The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.

2. **Termination for Non-Appropriation of Funds on Multi-Year Deals**. Customer represents that it has received sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body) ("Governmental Appropriation") for the first year of the term of any Order Form executed by Customer (the "First Year" and all such years following the First Year which are included in the term of an Order Form, the "Future Years"). If Customer is subject to federal, state or local law which makes Customer's financial obligations under this Services Agreement contingent upon Governmental Appropriation, and if such funds are not forthcoming or are insufficient due to failure of such Governmental Appropriation, then Customer will have the right to terminate the then remaining portion of any Future Years under the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement. If Customer terminates the Services Agreement under this Section 2, Customer agrees not to replace the Services with similar products or services for a period of one year after the termination of the Services Agreement.

3. **Indemnification**. If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.

4. **Open Records**. If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws ("Open Records Laws") the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements to the extent permitted by the applicable Open Records laws.

5. **Sovereign Immunity.** Nothing in this Agreement is intended to waive, nor shall be construed as a waiver of, any immunities, defenses, privileges, or limitations of liability available to Customer under applicable law, including sovereign or governmental immunity.

6. **Cooperative Purchasing**. As permitted by law, it is understood and agreed by Customer and NEOGOV that any (i) federal, state, local, tribal, or other municipal government (including all administrative agencies, departments, and offices thereof); (ii) any business enterprise in which a federal, state, local, tribal or other municipal entity has a full, majority, or other controlling interest; and/or (iii) any public school (including without limitation K-12 schools, colleges, and universities) (collectively referred to as the "New Entity") may purchase the Services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity. Any New Entity who purchases Services under this Section hereby represents that is has the authority to use this Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations applicable to the New Entity.

Exhibit B
Integration Terms Addendum

NEOGOV offers integrations and platform APIs for integrations to third party systems ("Integration Services"). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the "Integration Terms Addendum") shall apply to the extent either (a) Customer utilizes a system integration between the Services and an affiliated integrated service, including those found at https://api.neogov.com/connect/marketplace.html ("Affiliated API"), or (b) Customer utilizes a system integration between the Services and an unaffiliated third-party service ("Customer Application") integrated using NEOGOV's open API ("Open API"). Integration Services are not available for HRIS Services and this Exhibit B shall not apply to HRIS Services.

1. Provision of Integrations. Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer's human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the "API" or "Integration"). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.

2. Integration Intellectual Property. All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, includingall intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.

3. Integration Terms of Use. Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property rightor other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.

4. Customer Integration Responsibilities. Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the "Customer Applications"), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on https://api.neogov.com/connect/index.html from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware,or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email ("spam"),multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities. Customer will implement appropriate administrative, physical, and technical safeguards to protect the API and any credentials or secrets used to access it, including limiting access by least privilege, storing secrets securely, and using industry-standard transport encryption (e.g., TLS 1.2 or higher) for all integrations. Customer will ensure that any third-party vendors or developers involved with Customer Applications are bound by written obligations no less protective than those in this Agreement. Customer will promptly, and in no event later than seventy-two (72) hours after discovery, notify NEOGOV of any actual or suspected security incident involving the API, Customer Applications, or credentials that could affect the Services or Customer Data, and will cooperate with NEOGOV's reasonable incident response and remediation efforts. Customer will maintain reasonable integration and access logs and make them available to NEOGOV upon reasonable request for the purpose of investigating security, performance, or abuse issues.

5. Cooperation. If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of

performance caused in wholeor in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control. NEOGOV is not responsible for changes to or outages of third-party systems, networks, or services; Customer is responsible for making any changes to Customer Applications necessitated by such third-party changes.

6. Provision of Open API. In the event license fees or other payments are not due in exchange for the right to use and access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants set forth in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, NEOGOV reserves the right to charge for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.

7. API Key. In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agreesto monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services. API keys and other authentication credentials are NEOGOV Confidential Information. Customer must keep credentials secure, not share them outside of Authorized Users with a need to know, and store them using industry-standard secret management. Customer will rotate and/or regenerate credentials as reasonably required by NEOGOV security guidelines and will immediately notify NEOGOV of any actual or suspected compromise, cooperating in any investigation and remediation. Customer is responsible for all use of the Open API under its credentials.

8. Efficient Processing. You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as-determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections,or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.

9. Open API Limitations. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOVBE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICTLIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.

   Open API Termination. Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate, suspend, throttle, or otherwise limit, in whole or in part, Customer access to Open APIs in NEOGOV's sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement. For non-emergency termination or suspension unrelated to a breach, security, legal, or operational risk, NEOGOV will use reasonable efforts to provide advance notice. Termination or suspension of access to the Open API will not, by itself, terminate any paid Services under an Order Form, which will continue in accordance with their terms.

AGENDA ITEM NO. J.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: November 5, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to accept the auditor's report on Douglas County's general ledger cash balances through September 30, 2026, per Nevada Revised Statute 251.030. (Kathy Kaiser, Comptroller)

RECOMMENDED MOTION:
Accept the auditor's report on Douglas County's general ledger cash balances through September 30, 2026, as presented.

FINANCIAL IMPACT:
None.

BACKGROUND:
Pursuant to Nevada Revised Statute 251.030, 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 September 30, 2026.pdf

Douglas County
Douglas County, Nevada Cash Report
From Date: 9/16/2026 - To Date: 9/30/2026
Summary Listing, Report By Fund - Account

Fund	Description	Beginning Balance	Net Change	Notes	Ending Balance
101	General Fund	$24,462,058.27	$760,460.21		$25,222,518.48
201	Stabilization Fund	$1,755,276.57	$0.00		$1,755,276.57
202	Nv Cooperative Extension	$724,125.53	$18,172.34		$742,297.87
208	Cash Trust	$837,107.58	$104.39		$837,211.97
211	Solid Waste Mgmt.	$4,049,214.69	$58,887.54		$4,108,102.23
212	Landscape Maintenance	$16,048.97	$645.90		$16,694.87
215	Assistance To Indigents	$935,627.12	$106,007.54		$1,041,634.66
216	Social Services	$3,121,988.86	($37,972.40)		$3,084,016.46
217	One Nevada (Opioid Settlement)	$1,396,532.78	$151,051.45		$1,547,584.23
220	PALS Sales Tax Fund	$0.00	$300,752.44		$300,752.44
222	Law Library	$81,466.33	($846.26)		$80,620.07
224	Library	$1,112,524.85	($73,744.34)		$1,038,780.51
232	Road Operating	$1,841,470.87	$65,835.23		$1,907,306.10
234	Room Tax	$3,491,457.60	$962,484.09		$4,453,941.69
235	Library Gift Fund	$152,539.03	$15.87		$152,554.90
236	Tahoe-Douglas Trans.Dist.	$5,323,426.09	($1,930.88)		$5,321,495.21
240	Justice Ct. Admin. Assess	$1,737,554.84	$0.00		$1,737,554.84
242	China Spring Youth Camp	$1,537,287.70	($211,621.28)		$1,325,666.42
246	Flood Litigation Settlement Fund	$76,208.60	$0.00		$76,208.60
255	911 Emergency Services	$1,925,983.14	($18,999.27)		$1,906,983.87
256	911 Surcharge	$471,736.24	$2,448.02		$474,184.26
260	Senior Services Program	$1,606,696.45	($101,531.06)		$1,505,165.39
297	Restricted Accounts Fund	$4,382,786.90	$8,849.39		$4,391,636.29
309	Risk Management	$4,467,639.99	($107,387.73)		$4,360,252.26
310	Self Ins.Dental Insurance	$816,131.33	$4,503.91		$820,635.24
313	Motor Pool/Vehicle Maint	$1,768,376.86	($57,431.99)		$1,710,944.87
324	Regional Water Fund	$2,635,438.33	$207,737.84		$2,843,176.17
325	Sewer Utility	$13,379,319.57	$85,018.43		$13,464,338.00
328	Douglas County Water Utility	$22,427,646.26	$440,687.12		$22,868,333.38
360	Airport Enterprise Fund	$2,595,630.54	$149,822.75		$2,745,453.29
361	Stormwater Enterprise Fund	$1,383,352.56	($36,308.50)		$1,347,044.06
401	Extraordinary Maintenance	$3,419,473.96	$0.00		$3,419,473.96
405	Ad Val Capital Projects	$1,508,482.71	($61,752.02)		$1,446,730.69
410	County Construction	$7,412,527.38	($96,682.79)		$7,315,844.59
420	Park Resident.Const.Tax	$981,892.57	$5,000.00		$986,892.57
430	Regional Transportation	$13,206,703.45	($425,071.32)		$12,781,632.13
440	Capital Projects-Debt Financed	$26,496,334.08	($10,133.82)		$26,486,200.26
541	Debt Service	$1,139,008.77	$426,219.00		$1,565,227.77
600	Dc Redevelopment Area 2-	$1,430,588.25	($52,491.29)		$1,378,096.96
601	Dc Redevl. Area 2-Cap. Projects	$28,986.57	$0.00		$28,986.57
606	Dc Redevel.-Cap.Projects	$2,800,222.18	$0.00		$2,800,222.18

Fund	Description	Beginning Balance	Net Change	Notes	Ending Balance
610	Gardnerville Town	$698,581.34	$1,833.42		$700,414.76
611	Gardnerville Trash	$895,106.50	($12,116.05)		$882,990.45
614	Gardnerville Ad Val Cap Proj	$100,870.74	($89,864.03)		$11,006.71
620	Genoa Town	$733,292.60	$255,266.96		$988,559.56
622	Genoa Ad Val Cap Projects	$63,756.76	$0.00		$63,756.76
624	Genoa Construction Res	$57,843.23	($16,797.57)		$41,045.66
630	Minden Town	$1,331,630.15	$96,096.00		$1,427,726.15
631	Minden Ad Val Cap Project	$133,648.52	($1,298.00)		$132,350.52
635	Minden Trash	$864,725.00	$1,252.49		$865,977.49
636	Minden Cap.Equip./Constr.	$3,439,377.57	$3,790.86		$3,443,168.43
639	Minden Wholesale Water Utility	$7,944,043.93	($13,812.31)		$7,930,231.62
640	Minden Town Water	$12,933,108.19	($24,252.88)		$12,908,855.31
710	School District	$11,177,273.83	($9,227,836.28)		$1,949,437.55
720	School Dist. Debt	$1,510,529.84	($1,253,397.37)		$257,132.47
804	Carson Water Sub	$298,670.22	($252,686.21)		$45,984.01
806	Cave Rock	$30,506.26	($19,721.92)		$10,784.34
808	Dcsid M&O	$0.00	$0.00		$0.00
809	EFFPD	$4,673,046.69	($3,963,960.35)		$709,086.34
810	Elk Point Sanitation	$2,030.36	($1,648.10)		$382.26
811	Gardnerville Main Street	$0.00	$0.00		$0.00
812	Gardnerville Rancho Gid	$417,020.59	($365,786.70)		$51,233.89
813	Genoa Lakes District	$256,221.52	$0.00		$256,221.52
814	Indian Hill	$418,070.15	($373,037.97)		$45,032.18
815	G'ville Mainstreet Rev.Ln	$0.00	$0.00		$0.00
818	Kingsbury Gid	$420,703.67	($343,979.25)		$76,724.42
822	Lakeridge	$26,914.52	($22,445.29)		$4,469.23
823	Legal Services	$11,589.36	$0.00		$11,589.36
824	Logan Creek	$34,812.64	($22,778.37)		$12,034.27
826	Mgsd	$209,811.52	($179,129.18)		$30,682.34
829	NV Tahoe Conserv.Dist.	$0.00	$0.00		$0.00
830	Oliver Park	$31,513.45	$13,670.04		$45,183.49
832	Round Hill GID	$108,360.52	($80,740.21)		$27,620.31
834	Sierra Estates	$9,064.86	($7,356.34)		$1,708.52
836	Skyland	$40,115.81	($32,846.69)		$7,269.12
838	Tahoe Douglas Sanitation	$94,517.53	($74,343.11)		$20,174.42
839	Tahoe Douglas Fire	$2,915,553.25	($2,263,463.99)		$652,089.26
840	Topaz Estates	$85,239.41	($76,693.91)		$8,545.50
842	Zephyr Cove	$11,339.84	($9,793.94)		$1,545.90
844	Zephyr Heights	$49,339.30	($40,017.40)		$9,321.90
846	Zephyr Knolls	$20,430.09	($18,533.19)		$1,896.90
847	Ef Swim Pool Dist Oper	$1,237,623.98	($1,049,023.64)		$188,600.34
848	Ef Swim Pool Debt	$0.00	$0.00		$0.00
850	Employee Benefit Trust	$712,783.00	$669,481.42		$1,382,264.42
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	$84,320.12	$2,687.88		$87,008.00
856	Inmates Trust	$8,001.38	$0.00		$8,001.38

Fund	Description	Beginning Balance	Net Change	Notes	Ending Balance
860	Profit From Tax Sale	$0.00	$0.00		$0.00
865	Unclaimed Monies	$118,261.87	$2,105.00		$120,366.87
866	Public Guardian	$1,415,199.68	$0.00		$1,415,199.68
867	Public Administrator	$919,060.05	$0.00		$919,060.05
868	Library Gift Fund	$0.00	$0.00		$0.00
885	Mosquito District	$307,764.42	($260,413.20)		$47,351.22
890	State Of Nevada	$5,871,363.34	$691,348.48		$6,562,711.82
892	Department Of Wildlife	$5,921.11	$0.00		$5,921.11
894	Range Improvements	$332.99	$0.00		$332.99
895	Sierra Forest Fire	$0.00	$0.00		$0.00
896	Refund Of Taxes	$0.00	$0.00		$0.00
Grand Total: 100 Funds		$231,666,166.07	($15,899,442.39)		$215,766,723.68

Notes

None.

AGENDA ITEM NO. K.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: November 5, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to approve a change order to increase the purchase order with Granite Construction Supply by $40,000, for a total purchase order of $85,000. (Nicole Hubbard, Administrative Services Manager)

RECOMMENDED MOTION:
Approve a change order to increase the purchase order with Granite Construction Supply by $40,000, for a total purchase order of $85,000.

FINANCIAL IMPACT:
$85,000 in funds available under services and supplies 430-421 532.118 (major repair and maintenance).

BACKGROUND:
The increase to Purchase Order No. 2027-00000057 is necessary to meet higher-than-anticipated demand for paving and patching services to maintain the condition and safety of County roadways. The additional funding will cover work already completed and anticipated maintenance costs for the remainder of the fiscal year.

The purchase order supports multiple small maintenance projects throughout the year. These projects occur at different times and locations, and no individual project will exceed $50,000.

ATTACHMENTS:

AGENDA ITEM NO. L.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: November 5, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to approve the purchase of $96,278.75 in radio communication equipment from Kenwood KAIROS base stations/repeaters to replace all remaining Motorola Quantar and GTR repeaters in the County's public safety radio system, and authorize the Chief Information Officer to sign all required documents. (Peace Ruggia, Chief Information Officer)

RECOMMENDED MOTION:
Approve the purchase of $96,278.75 in radio communication equipment from Kenwood KAIROS base stations/repeaters to replace all remaining Motorola Quantar and GTR repeaters in the County's public safety radio system, and authorize the Chief Information Officer to sign all required documents.

FINANCIAL IMPACT:
Funding for this equipment is available in the Radio CIP. No additional appropriation or transfer is needed. The purchase will not exceed $96,278.75.

The proposed repeater upgrade project is supported and approved by the Radio User Group and Radio Executive Group (East Fork, Tahoe Douglas, County Emergency Management, Douglas County Sheriff's Office).

BACKGROUND:

The repeater upgrade proposal is supported and approved by the Radio User Group and Radio Executive Group (East Fork, Tahoe Douglas, County Emergency Management, Douglas County Sheriff's Office).

This request seeks approval to replace all remaining Motorola Quantar and GTR repeaters in the County's public safety radio system with Kenwood KAIROS base stations/repeaters. The purpose of this replacement is to:

#1: Eliminate end-of-life risk. Remove repeaters that are discontinued or aging, increasingly dependent on secondary-market parts, and difficult to support, before a failure causes an extended outage at a public safety site.

#2: Standardize the fleet. Bring every repeater site onto the same platform already in service (Kenwood Kairos), so the County supports one hardware family, one programming toolset, and one set of spares instead of three.

#3: Upgrade equipment to use fiber optic lines. With the County's migration from the copper phone lines to fiber optic backhaul, the team proposes to upgrade the repeaters to fiber capable, modern hardware.

#4: Position for the future. Move to a software-defined, multi-protocol, IP-native platform that supports today's analog operations and allows a later move to digital without another hardware replacement. Licensed for P25. Eliminate the analog voters and migrate to software voting.

ATTACHMENTS:
Repeater Purchase Business Case.pdf
Quote.pdf

DOUGLAS COUNTY, NEVADA

Information Technology

Business Case & Executive Summary

Equipment Replacement Proposal

Submitted by:	Griffin Kale, Technical Lead Network & Infrastructure
Submitted to:	Radio Executive Group
Requested action:	Approve the purchase of the remaining site equipment and licensing.
Date:	October 8th, 2026

1. Purpose of Request

This business case requests approval, to replace all remaining Motorola Quantar and GTR repeaters in the County's public safety radio system with Kenwood KAIROS base stations/repeaters. The purpose of this replacement is to:

#1: Eliminate end-of-life risk. Remove repeaters that are discontinued or aging, increasingly dependent on secondary-market parts, and difficult to support, before a failure causes an extended outage at a public safety site.

#2: Standardize the fleet. Bring every repeater site onto the same platform already in service (Kenwood Kairos), so the County supports one hardware family, one programming toolset, and one set of spares instead of three.

#3: Upgrade equipment to use fiber. With our migration from the copper phone lines to fiber backhaul, the team proposes to upgrade the repeaters to fiber capable, modern hardware.

#4: Position for the future. Move to a software-defined, multi-protocol, IP-native platform that supports today's analog operations and allows a later move to digital without another hardware replacement. Licensed for P25. Eliminate the analog voters and migrate to software voting.

2. Background and Problem Statement

Repeater Modernization/P25 Upgrade

Motorola Quantar

The Quantar was Motorola's flagship repeater for many years and has served the County reliably. However, Motorola discontinued the Quantar and replaced it with its G-Series (GTR) product line, and manufacturer support for the Quantar has since ended. Replacement modules, power supplies, and repair services now come primarily from

refurbished aftermarket vendors, with no guarantee of availability or turnaround time. Each Quantar still in service represents a single point of failure with an unknown repair path.

Motorola GTR 8000

The GTR 8000 replaced the Quantar within Motorola's line, but the County's GTR units are aging and tie the County to Motorola's proprietary service, software licensing, and pricing model. Maintaining GTRs alongside Quantars and KAIROS units means the County carries three different platforms, three sets of programming software and spares, and three sets of technician skills.

Mixed Fleet and end of life risk

The County's radio infrastructure spans repeater sites tied together through JPS SNV-12 voters and QMT-1B remotes. KAIROS repeaters are already installed at Glenbrook (Law). Supporting a mixed fleet concentrates specialized knowledge in a small number of staff. The County faces real knowledge-transfer risk on legacy Motorola equipment. Standardizing on one platform reduces that risk and shortens the learning curve for current and future technicians.

3. Plan for Deployment

The new equipment, combined with repeaters already in inventory, will support six key radio sites:

1. Glenbrook (Fire)
2. Daggett Pass (new site)
3. 901 Ski Run (Hilton Vacation, new site)
4. Station 12 (Codans)
5. JLEC (GTR & Quantar)
6. Wild Oat Mountain (new site)

Each site will be equipped with two repeaters: one dedicated to the Law primary channel and one dedicated to the Fire primary channel.

This deployment will establish a total inventory of 12 repeaters for the six sites, with two additional repeaters retained as spare equipment for emergency replacement and service restoration.

As fiber connectivity becomes available at each location, the County will transition the corresponding sites from legacy telephone-line connections to a digital fiber backhaul. This approach will allow the migration to proceed incrementally while maintaining operational continuity and reducing reliance on aging infrastructure.

Additionally, in the process, the radio team will eliminate the voted system and migrate to Kenwood Kairos software voting.

- Improves maintainability and supports long-term system stabilization.
- Establishes a supply of spare repeaters to reduce equipment replacement delays during failures.
- Standardized equipment will be easier to configure, troubleshoot and keep spares for quick swaps.

Modernized network connectivity

- Enables the transition from legacy telephone-line connections to a digital fiber backhaul.
- Reduces dependence on aging telephone-line infrastructure and legacy voter equipment where those components are replaced by the new architecture.
- Establishes a foundation for future network and radio system improvements.

P25 readiness and future capabilities

- Provides the equipment and licensing necessary to support the planned P25 migration.
- Creates a path toward transitioning applicable channels to P25 digital operation.
- Aligns current infrastructure investments with the County's long-term radio modernization strategy.

4. Financial Impact

Quote from Tactitronics

- Total: $96,278.75
- 8 – Kairos Repeaters, 14 Conventional P25 Licenses
- 8 – Software licenses for remote control and monitoring
- 8 – Amplifiers

Please refer to the attached quote for details.

5. Recommendation

The Radio Team recommends that the Radio Executive Group approves the purchase of the remaining licensing and equipment to further the goal of the system stabilization effort.

KR Nida Corporation

3827 Foothill Boulevard
La Crescenta, CA 91214
(818) 957-1248 Phone
(818) 957-0719 Fax

Estimate

Date	Estimate #
9/30/2026	Q022372

Name / Address	Ship To
Douglas County Comptroller PO Box 218 1594 Esmeralda Ave Minden, NV 89423	

Rep	P.O. No.	Terms
		Net 30

Item	Description	Qty	Rate	Total
KA160	KAIROS VHF (136-174 MHZ) ANALOG REPEATER, 1-25W	8	3,082.20	24,657.60T
KA-P25	CONVENTIONAL P25 LICENSE	14	3,348.57	46,879.98T
KA-MCTCSSM	MCTCSS SW LICENSE. Allows use of multiple tones at once.	8	203.13625	1,625.09T
KA-RK2-BPM	19" MOUNT PANEL FOR 2 KAIROS REPEATER	4	418.14	1,672.56T
KA-NET-RCM	NETCONTROL - MONITORING AND REMOTE CONTROL LICENSE	8	153.93875	1,231.51T
KSGPA22415	AMP, 136-174 MHZ, 3W IN, 100W OUT. Compatible With: P25 or Analog VHF (136-174 MHz)	8	1,700.82	13,606.56T
ICT800-12SBC	12 V 60 A 800 W w/ TCP/IP Ethernet LVD Platinum Series	4	1,363.25	5,453.00T
ANDF1A-PNMN...	6 Ft 1/4" Superflex SUREFLEX Cable Assy SMA-Male to N-Male	16	56.40313	902.45T
FREIGHT	FOB Destination, Freight Collect	1	250.00	250.00T

Subtotal	$96,278.75
Sales Tax (0.0%)	$0.00
Total	$96,278.75

Signature _____

AGENDA ITEM NO. M.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: November 5, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to accept the Grant of Permanent Easement and Agreement from Clear Creek Residential, LLC to Douglas County related to two water tanks and appurtenant infrastructure located within Parcel B6 of the Clear Creek Tahoe Unit 6 Final Map, and authorize the County Manager to sign any documents necessary to effectuate the easement. (Philip Ritger, Public Works Director)

RECOMMENDED MOTION:
Accept the Grant of Permanent Easement and Agreement from Clear Creek Residential, LLC to Douglas County as presented, and authorize the County Manager to sign any documents necessary to effectuate the easement.

FINANCIAL IMPACT:
There is no cost associated with the acquisition of this easement.

BACKGROUND:
Clear Creek Residential, LLC ("CCR") owns a parcel of real property in Douglas County, referred to as Parcel B6 of the Clear Creek Tahoe Unit 6 Final Map (recorded as Document Number 2021-977643 with the Douglas County Recorder) (the "Parcel"). As a condition of development, CCR installed certain water utility infrastructure within its subdivision, including on the Parcel. More specifically, the water utility infrastructure on the Parcel includes two water tanks, and appurtenant infrastructure (including without limitation underground water mains, conduit, electrical lines, and above ground perimeter fences around each tank and other improvements necessary to support or improve operations of the public water utility). The utility infrastructure was previously dedicated to the County and the purpose of the Easement is to define the Parties' respective rights and responsibilities with respect to the area where the infrastructure is located.

ATTACHMENTS:
Access Easement Water Tank - Clear Creek Tahoe.pdf

APN: 1419-04-002-081

Recording Requested by and
When Recorded Mail To:
Philip Ritger, Director of Public Works
Douglas County, Nevada
Public Works
Post Office Box 218
Minden, Nevada 89423

The undersigned hereby affirm(s) that this document, Including any exhibits, submitted for recording does not contain the social security number of any person(s).

GRANT OF PERMANENT EASEMENT AND AGREEMENT

This Grant of Permanent Easement and Agreement (the "Agreement") is made and entered into this 18th day of SEPTEMBER, 2026, by and between Clear Creek Residential LLC (the "Grantor") and Douglas County, a political subdivision of the State of Nevada (the "Grantee").

RECITALS

WHEREAS, Grantor owns a parcel of real property in Douglas County, referred to as Parcel B6 of the Clear Creek Tahoe Unit 6 Final Map, recorded as Document Number 2021-977643 with the Douglas County Recorder, and that parcel is referred to by Assessor's Parcel Number 1419-04-002-061 (hereinafter "Parcel"), and

WHEREAS, Grantee owns and operates a public water utility in Douglas County, Nevada and Grantor's property is within the water utility service area; and

WHEREAS, Grantor as a condition of development, installed certain water utility infrastructure within its subdivision, including on the Parcel; and

WHEREAS, the water utility infrastructure on the Parcel includes two water tanks, and appurtenant infrastructure (including without limitation underground watermains, conduit, electrical lines, and above ground perimeter fences around each tank and other improvements necessary to support or improve operations of the public water utility) (collectively "Water Facilities"); and

WHEREAS, Grantor dedicated the Water Facilities to the County; and

WHEREAS, the purpose of this Agreement is to define the Parties' respective rights and responsibilities with respect to the Easement Area.

NOW THEREFORE, and in consideration of the mutual covenants, conditions and promises described herein, and good and valuable consideration the receipt and sufficiency is hereby acknowledged, Grantor does hereby grant an easement on the following terms:

1. Recitals. The recitals above are true and correct and are hereby incorporated by reference.

2. Grant of Easement. Grantor hereby grants unto Grantee a permanent and irrevocable easement across, over, under and through the Parcel and within the boundaries of the Access and Maintenance Easement Area described and depicted in Exhibits A and B, hereto (collectively "Easement Area").

    a. With respect to Areas A-1 and A-2 (collectively "Area A") of the Easement Area (as defined in Exhibit A), Grantee's easement shall be exclusive; Grantor shall have no right to access these areas without the Grantee's advance written permission.
    b. With respect to Area B of the Easement Area (as defined in Exhibit B), Grantee's easement shall be non-exclusive.

3. Right of Access. Grantee shall have unrestricted ingress and egress to the above-described Easement Area for the purpose of constructing, altering, maintaining, inspecting, repairing, reconstructing, adding to and operating the above and below ground Water Facilities. This right shall extend to Grantee's authority to grant third-parties (such as electrical service providers) the right to occupy the Easement Area in compliance with this Agreement and in furtherance of providing water utility services. Grantee's use of the Easement Area may include the use of heavy equipment.
    a. With respect to Area A, Grantee's use of the Easement Area may include delivery and short-term storage of construction materials, erection of temporary and permanent fencing, construction of new or modified Water Facilities, erection of telemetry and telecommunication equipment (all of which is necessary for the usage, operation and maintenance of the Grantee's water utility infrastructure), and any other use of the Area that is not inconsistent with the operation and maintenance of Grantee's water utility infrastructure.
    b. With respect to Area B, Grantee's use of the Easement Area may include vehicular access and underground utility infrastructure.

4. Condition of Easement.

    a. With Respect to Area A, Grantor shall have no responsibility for maintenance of any Water Facilities, pavement, all other improvements, or fencing.
    b. With Respect to Area B, Grantor shall provide Grantee with a paved access route to each portion of Area A. The access shall remain reasonably passable by standard utility vehicles, year-round. In the case of snow removal, this

obligates Grantor only to the degree and at the frequency at which snow is removed from roads and parking lots within the Clear Creek Development.

5. Obstructions. Grantee shall have the right to remove or clear any and all buildings, fences, structures, combustible materials, trees, brush, debris, or any other obstruction from the Easement Area, which in the reasonable judgment of Grantee may interfere with or endanger the altering, maintaining, inspecting, repairing, reconstructing and operating of said utility Facilities. Further, Grantee shall have the right to cut down or trim all trees within, adjacent to and immediately outside said easement which encroach upon the easement area, or may in the reasonable judgment of Grantee endanger the constructing, altering, maintaining, inspecting, repairing, reconstructing, adding to and operating of said Water Facilities.

6. Grantor's use of Easement Area. Grantor shall not erect or construct, nor permit to be erected or constructed any buildings, fences or structures, nor permit any activity within the Easement Area which in the reasonable judgment of Grantee is inconsistent with Grantee's use of said easement.

7. Liens. Grantee shall not permit any claim, lien or other encumbrance arising from the construction, operation, adding to, modifying, maintaining and removal of the Water Facilities or Grantee's use of the Easement Area to accrue against or attach to the Property or the interest of Grantor in the Parcel.

8. Notices: Any communication, notice or demand of any kind whatsoever that either party may be required or may desire to give to or serve upon the other shall be in writing, addressed to the Party at the address set forth below.

   If to Grantor:
   To the address on record with the Douglas County Assessor for the parent Parcel.

   If to Grantee:
   Douglas County Nevada
   Attn: Public Works Director
   P.O. Box 218
   Minden, Nevada 89423

9. Miscellaneous.

   a. Successors and Assigns. The terms, covenants and conditions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

   b. Applicable Law. This Agreement, its interpretation and performance, the relationship between the parties, and any disputes arising from or relating to any of the foregoing, shall be governed, construed, interpreted and regulated under the laws of Nevada, without regard to principles of conflict of laws.

c. Venue, Jurisdiction. The parties agree that any legal action or other proceeding relating to this Agreement which may be brought by one party against the other party in a court of law shall be commenced and prosecuted in the courts of the State of Nevada, County of Douglas, and each party further irrevocably consents to the jurisdiction of such courts, which shall be the exclusive and only proper forum for adjudicating such a claim.

d. Entire Agreement. This Agreement, together with the Exhibits constitutes the entire agreement between the parties with respect to the subject Easement Area.

e. Prior Agreements. Notwithstanding anything to the contrary contained in this indenture, this indenture is not intended to, and indeed does not, amend any prior written & signed Agreements with respect to the Water Facilities. Provided however, that the parties agree that this Agreement supersedes any prior easement, granted to Grantee, in the property described in **Exhibits A and B**.

f. Authority. The person or persons executing this instrument on behalf of Grantors and Grantee each hereby represent that they have the authority to bind Grantors or Grantee, respectively, to the terms and conditions set forth herein.

THIS GRANT OF EASEMENT and the terms contained herein shall be binding upon the successors, agents and assigns of Grantor,

TO HAVE AND TO HOLD unto Grantee, all and singular the said premises, granted together with the appurtenances, its successors, agents and assigns forever.

IN WITNESS WHEREOF, the Parties have each caused this document to be duly executed on the day and year first written above.

GRANTOR:

Clear Creek Residential LLC
By: Clear Creek Holdings, LLC, Manager
By: Clear Creek Partners, LLC, Manager
By: John Kunkel, Authorized Member

Signature: _____

Date: 9/18/26

STATE OF NEVADA)
COUNTY OF DOUGLAS)
This instrument was acknowledged before me on 9/18/2026 by John Kunkel as Authorized member of Clear Creek Partners, LLC, the managing member of Clear Creek Holdings, LLC, which is the managing member of Clear Creek Residential, LLC

NEVADA NOTARY ACKNOWLEDGMENT

State of Nevada
County of Douglas

This instrument was acknowledged before me on 9-18-2026 by Georgia R. Chase.

Georgia R Chase

Signature of Notarial Officer
Printed Name: Georgia Chase

GEORGIA R. CHASE
Notary Public-State of Nevada
APPT. NO. 13-10678-5
My App. Expires May 06, 2029

(Seal, if any)

eSign

GRANTEE:
Douglas County

By: _____
Jenifer Davidson, County Manager (Date)
As authorized in a public meeting of the
Board of County Commissioners on
_____

EXHIBIT "A"
LEGAL DESCRIPTION FOR
ACCESS & MAINTENANCE EASEMENT

All that certain real property lying within a portion of the Southwest One-Quarter (SW 1/4) of Section Four (4), Township Fourteen (14) North, Range Nineteen (19) East, Mount Diablo Base Meridian, Douglas County, Nevada, being a portion of Parcel B6, according to the Final Map for Clear Creek Tahoe Unit 6, recorded on November 24, 2021, as Document 2021-977643, filed in the official records of said county, more particularly described as follows:

EASEMENT AREA 1:

COMMENCING on the Easterly boundary line of said Parcel B6, also being along the westerly boundary of Parcel B8, per said document, marked by an Aluminum Cap, PLS 17044, from which the South One-Quarter (S 1/4) corner of said Section Four, marked by a BLM Brass Cap, bears, South 55°48'36" East, 1,062.72 feet;

THENCE along the Easterly boundary of said Parcel B6 the following six (6) courses and distances:

1) North 62°54'06" West, 181.70 feet, marked by an Aluminum Cap, PLS 17044;
2) South 42°34'22" West, 64.58 feet, marked by a Rebar with destroyed cap;
3) South 20°34'43" East, 96.48 feet to the **TRUE POINT OF BEGINNING**;
4) South 20°34'43" East, 79.85 feet, marked by a 5/8" Rebar and Cap, MAPCA PLS 17044;
5) South 16°14'20" East, 53.60 feet, marked by a 5/8" Rebar and Cap, MAPCA PLS 17044;
6) South 16°14'20" East, 13.03 feet;

THENCE departing said Easterly boundary, South 05°47'21" East, 94.77 feet;

THENCE South 64°58'15" West, 16.53 feet;

THENCE South 66°00'43" West, 16.68 feet;

THENCE South 66°38'50" West, 42.10 feet;

THENCE South 67°34'58" West, 16.58 feet;

THENCE North 85°57’24” West, 46.47 feet;

THENCE North 73°46’06” West, 46.33 feet;

THENCE North 57°32’22” West, 35.97 feet;

THENCE North 43°24’46” West, 24.69 feet;

THENCE North 32°22’37” West, 21.67 feet;

THENCE North 15°44’44” West, 35.48 feet;

THENCE North 04°55’07” West, 27.61 feet;

THENCE North 02°25’35” East, 26.30 feet;

THENCE North 15°58’17” East, 27.57 feet;

THENCE North 32°50’14” East, 37.11 feet;

THENCE North 71°15’06” East, 109.92 feet;

THENCE North 73°15’23” East, 59.30 feet, to the **POINT OF BEGINNING**;

Containing 49,773 square feet of land, more or less.

See Exhibit “A-1”, plat to accompany description, attached hereto and made a part hereof.

EASEMENT AREA 2:

BEGINNING on the Westerly boundary line of said Parcel B6, per said document, from which the Southwest corner of said Section Four, marked by a BLM brass cap, bears South 75°01'23" West, 868.47 feet;

THENCE North 35°48'18" East, 71.95 feet;

THENCE North 67°49'10" East, 12.68 feet;

THENCE North 37°42'44" East, 28.35 feet;

THENCE North 37°33'32" West, 23.25 feet;

THENCE North 45°34'12" East, 29.43 feet;

THENCE South 84°45'20" East, 180.50 feet;

THENCE South 23°17'25" East, 24.39 feet;

THENCE South 21°39'13" West, 126.24 feet;

THENCE South 74°32'02" West, 724.23 feet, to the Westerly boundary line of said Parcel B6;

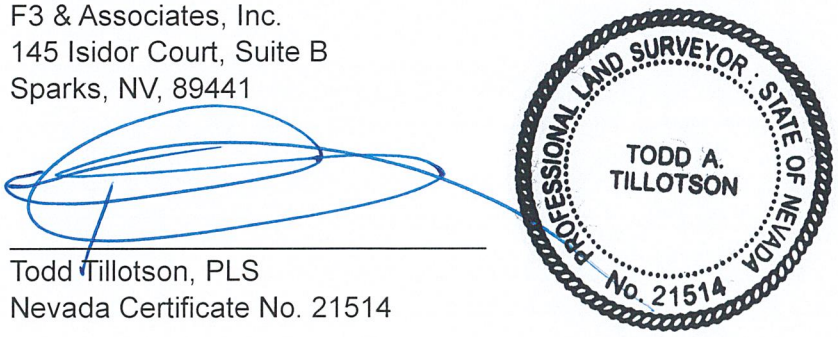
THENCE along the Westerly boundary line of said Parcel B6, North 01°00'02" West, 92.29 feet, to the **POINT OF BEGINNING**;

Containing 38,533 square feet of land, more or less.

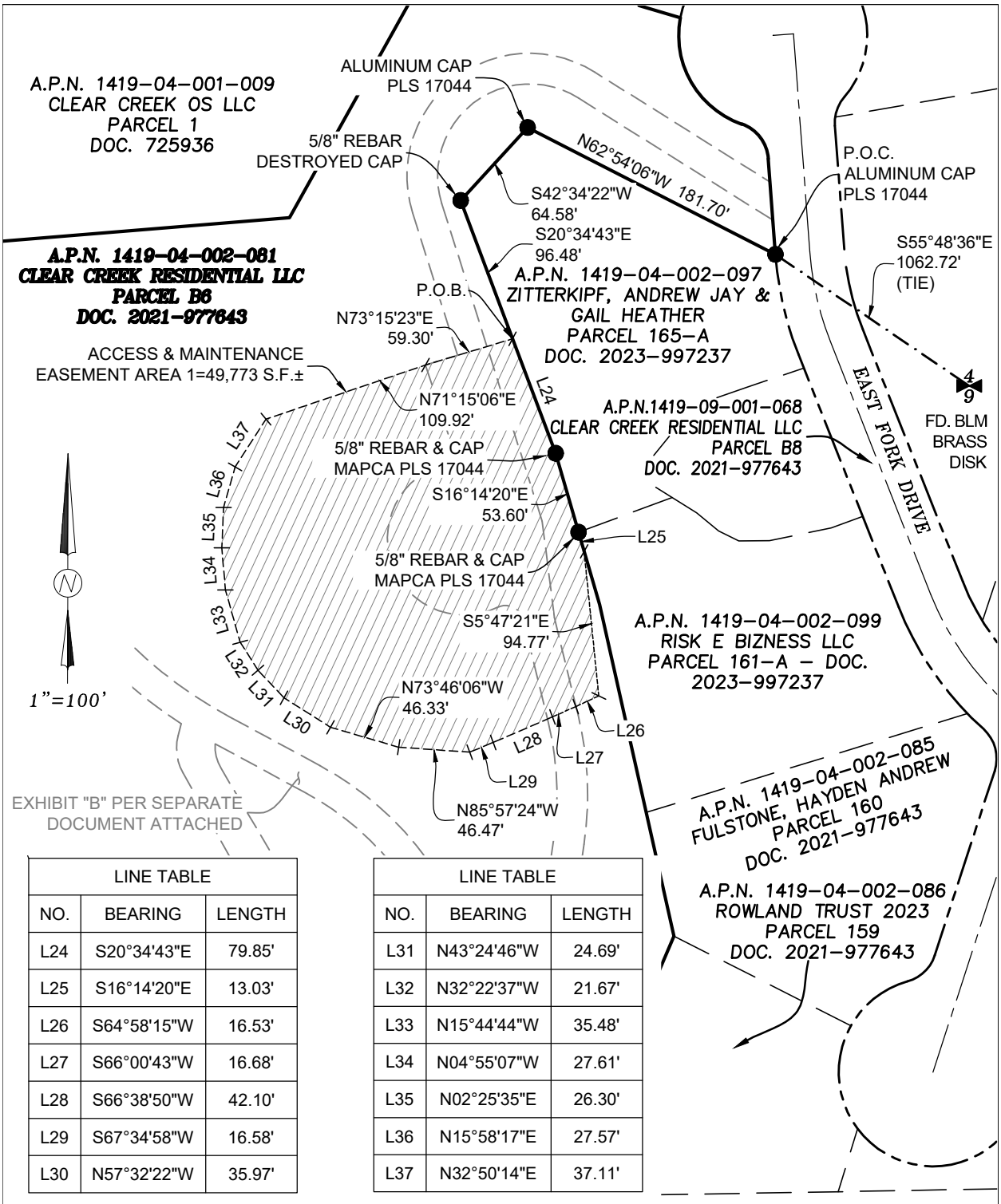
See Exhibit "A-2", plat to accompany description, attached hereto and made a part hereof.

The Basis of Bearings for this legal description is identical to that as shown on the 3rd Record of Survey in Support of a Boundary Line Adjustment for Clear Creek Residential, LLC, recorded on June 08, 2023, as Document 2023-997237, filed in the official records of said county.

Prepared by:
F3 & Associates, Inc.
145 Isidor Court, Suite B
Sparks, NV, 89441



Todd Tillotson, PLS
Nevada Certificate No. 21514



LINE TABLE		
NO.	BEARING	LENGTH
L24	S20°34'43"E	79.85'
L25	S16°14'20"E	13.03'
L26	S64°58'15"W	16.53'
L27	S66°00'43"W	16.68'
L28	S66°38'50"W	42.10'
L29	S67°34'58"W	16.58'
L30	N57°32'22"W	35.97'

LINE TABLE		
NO.	BEARING	LENGTH
L31	N43°24'46"W	24.69'
L32	N32°22'37"W	21.67'
L33	N15°44'44"W	35.48'
L34	N04°55'07"W	27.61'
L35	N02°25'35"E	26.30'
L36	N15°58'17"E	27.57'
L37	N32°50'14"E	37.11'

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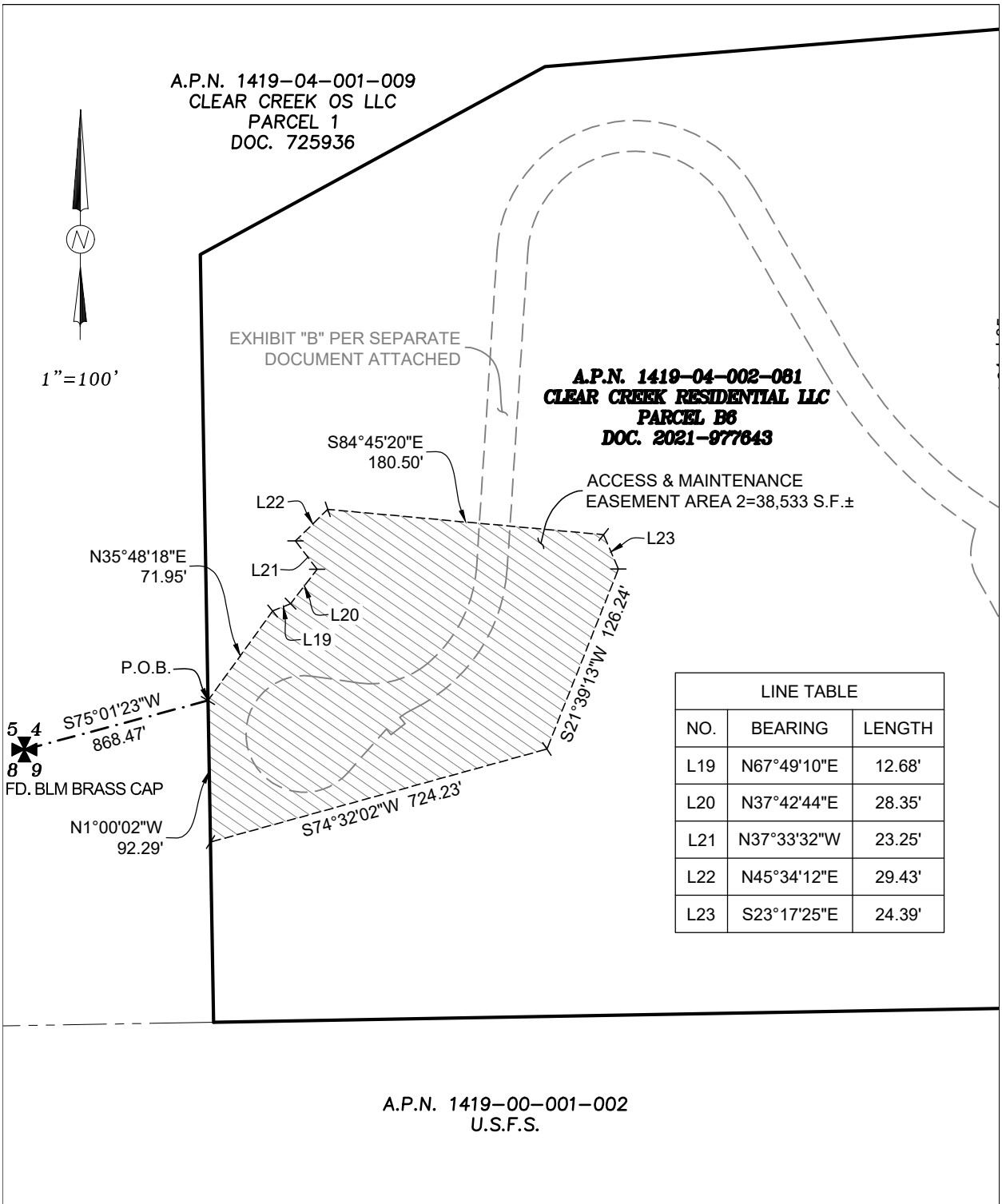
PLAT TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT A-1

ACCESS & MAINTENANCE EASEMENT

DOUGLAS COUNTY NEVADA

DESIGN BY:
DRAWN BY: JJO
DATE: 07/21/26
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LINE TABLE		
NO.	BEARING	LENGTH
L19	N67°49'10"E	12.68'
L20	N37°42'44"E	28.35'
L21	N37°33'32"W	23.25'
L22	N45°34'12"E	29.43'
L23	S23°17'25"E	24.39'

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PLAT TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT A-2

ACCESS & MAINTENANCE EASEMENT

DOUGLAS COUNTY NEVADA

DESIGN BY:
DRAWN BY: JJO
DATE: 07/21/26
PAGE 2 OF 2
JOB NUMBER: 25752

EXHIBIT "B"
LEGAL DESCRIPTION FOR
ACCESS & MAINTENANCE EASEMENT

All that certain real property lying within a portion of the Southwest One-Quarter (SW 1/4) of Section Four (4), Township Fourteen (14) North, Range Nineteen (19) East, Mount Diablo Base Meridian, Douglas County, Nevada, being a portion of Parcel B6, according to the Final Map for Clear Creek Tahoe Unit 6, recorded on November 24, 2021, as Document 2021-977643, filed in the official records of said county, more particularly described as follows:

BEGINNING on the easterly boundary line of said Parcel B6, also being along the westerly boundary of Parcel B8, per said document, from which the South One-Quarter (S 1/4) corner of said Section Four, marked by a BLM brass cap, bears, South 54°52'22" East, 1,076.86 feet;

THENCE departing said easterly boundary of said Parcel B6, North 57°53'12" West, 149.81 feet, to the beginning of a tangent curve, concave to the Southeast;

THENCE along said curve to the left, having a radius of 60.00 feet, through a central angle of 139°38'42", an arc distance of 146.24 feet;

THENCE South 17°31'55" East, 217.48 feet;

THENCE South 07°09'56" East, 63.37 feet;

THENCE South 13°41'08" East, 65.37 feet, to the beginning of a tangent curve, concave to the West;

THENCE along said curve to the right, having a radius of 220.48 feet, through a central angle of 22°05'17", an arc distance of 85.00 feet;

THENCE South 08°24'10" West, 60.35 feet to the beginning of a tangent curve, concave to the North;

THENCE along said curve to the right, having a radius of 44.00 feet, through a central angle of 151°31'34", an arc distance of 116.36 feet, to a reverse curve, concave to the Southwest;

THENCE along said curve to the left, having a radius of 190.22 feet, through a central angle of 41°32'27", an arc distance of 137.91;

THENCE North 61°37'30" West, 66.70 feet, to the beginning of a non-tangent curve, concave to the Northeast;

THENCE along said curve to the left, from which the radius bears South 85°43'01" East, having a radius of 27.00 feet, through a central angle of 34°55'59", an arc distance of 16.46 feet;

THENCE South 30°39’00” East, 112.78 feet;

THENCE South 60°51’48” West, 26.08 feet;

THENCE North 29°08’12” West, 10.77 feet;

THENCE South 51°53’53” West, 24.86 feet;

THENCE North 37°13’14” West, 14.36 feet;

THENCE North 51°03’11” East, 26.97 feet;

THENCE North 29°08’12” West, 96.46 feet, to the beginning of a tangent curve, concave to the East;

THENCE along said curve to the right, having a radius of 33.00 feet, through a central angle of 43°28’14”, an arc distance of 25.04 feet;

THENCE North 14°20’02” East, 8.01 feet, to the beginning of a non-tangent curve, concave to the Northeast;

THENCE along said curve to the right, from which the radius bears North 33°05’32” East, having a radius of 310.01 feet, through a central angle of 26°35’45”, an arc distance of 143.90 feet;

THENCE North 30°10’18” West, 125.12 feet, to the beginning of a tangent curve, concave to the South;

THENCE along said curve to the left, having a radius of 70.00 feet; through a central angle of 146°07’47”, an arc distance of 178.53 feet;

THENCE South 03°41’55” West, 207.09 feet, to the beginning of a tangent curve, concave to the Northwest;

THENCE along said curve to the right, having a radius of 110.00 feet, through a central angle of 60°19’32”, an arc distance of 115.82 feet, to a reverse curve, concave to the Southeast;

THENCE along said curve to the left, having a radius of 57.00 feet, through a central angle of 09°54’33”, an arc distance of 9.86 feet;

THENCE South 39°26’18” East, 5.42 feet;

THENCE South 51°26’31” West, 11.63 feet;

THENCE North 39°26’18” West, 4.79 feet;
THENCE South 41°25’03” West, 37.78 feet, to the beginning of a tangent curve, concave to the Northeast;

THENCE along said curve to the right, having a radius of 38.00 feet; through a central angle of 236°39’59”, an arc distance of 156.97 feet, from which the Southwest One-Quarter (SW 1/4) corner of said Section Four, marked by a BLM brass cap, bears, South 75°09’52” West, 938.34 feet;

THENCE South 81°54’58” East, 30.77 feet, to the beginning of a tangent curve, concave to the North;

THENCE along said curve to the left, having a radius of 57.00 feet, through a central angle of 48°26’49”, an arc distance of 48.20 feet, to a compound curve, concave to the Northwest;

THENCE along said curve to the left, having a radius of 90.00 feet, through a central angle of 45°56’18”, an arc distance of 72.16;

THENCE North 03°41’55” East, 207.14 feet, to the beginning of a non-tangent curve, concave to the Southeast;

THENCE along said curve to the right, from which the radius bears South 86°18’05” East, having a radius of 90.00 feet, through a central angle of 146°08’27”, an arc distance of 229.56 feet;

THENCE South 30°09’39” East, 125.13 feet, to the beginning of a non-tangent curve, concave to the Northeast;

THENCE along said curve to the left, from which the radius bears North 59°38’58” East, having a radius of 290.56 feet, through a central angle of 31°14’39”, an arc distance of 158.44 feet;

THENCE South 61°37’30” East, 67.04 feet, to the beginning of a non-tangent curve, concave to the Southwest;

THENCE along said curve to the right, from which the radius bears South 28°22’52” West, having a radius of 210.12 feet, through a central angle of 41°33’50”, an arc distance of 152.43 feet, to a reverse curve, concave to the North;

THENCE along said curve to the left, having a radius of 24.00 feet, through a central angle of 151°32’32”, an arc distance of 63.48 feet;

THENCE North 08°24’10” East, 60.37 feet, to the beginning of a non-tangent curve, concave to the West;

THENCE along said curve to the left, from which the radius bears North 81°36’56” West, having a radius of 200.81 feet, through a central angle of 22°03’05”, an arc distance of 77.28 feet;

THENCE North 13°41’08” West, 68.93 feet to the beginning of a tangent curve, concave to the Southwest;

THENCE along said curve to the left, having a radius of 12.00 feet, through a central angle of 102°06’17”, an arc distance of 21.38 feet, to a reverse curve, concave to the East;

THENCE along said curve to the right, having a radius of 50.00 feet, through a central angle of 200°37’34”, an arc distance of 175.07 feet;

THENCE North 18°02’52” West, 66.65 feet;

THENCE North 73°15’23” East, 21.89 feet;

THENCE North 17°31’55” West, 97.58 feet, to the beginning of a tangent curve, concave to the Southeast;

THENCE along said curve to the right, having a radius of 80.00 feet, through a central angle of 139°38’42”, an arc distance of 194.98 feet;

THENCE South 57°53’12” East, 135.06 feet, to the easterly boundary line of said Parcel B6;

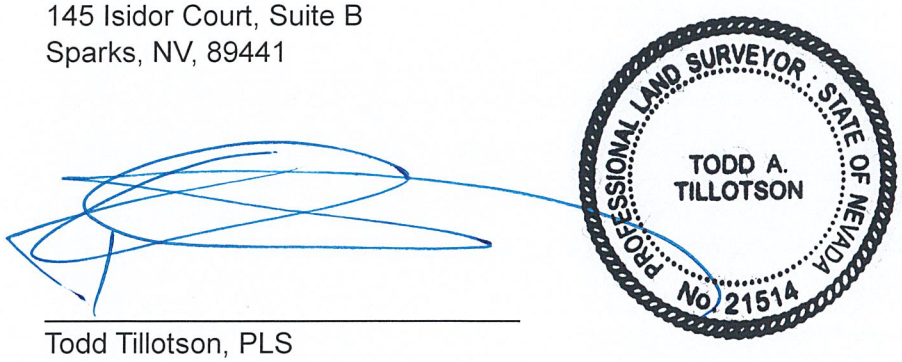
THENCE along said easterly boundary line, South 04°17’16” East, 24.85 feet, to the **POINT OF BEGINNING**;

Containing 56,177 square feet of land, more or less.

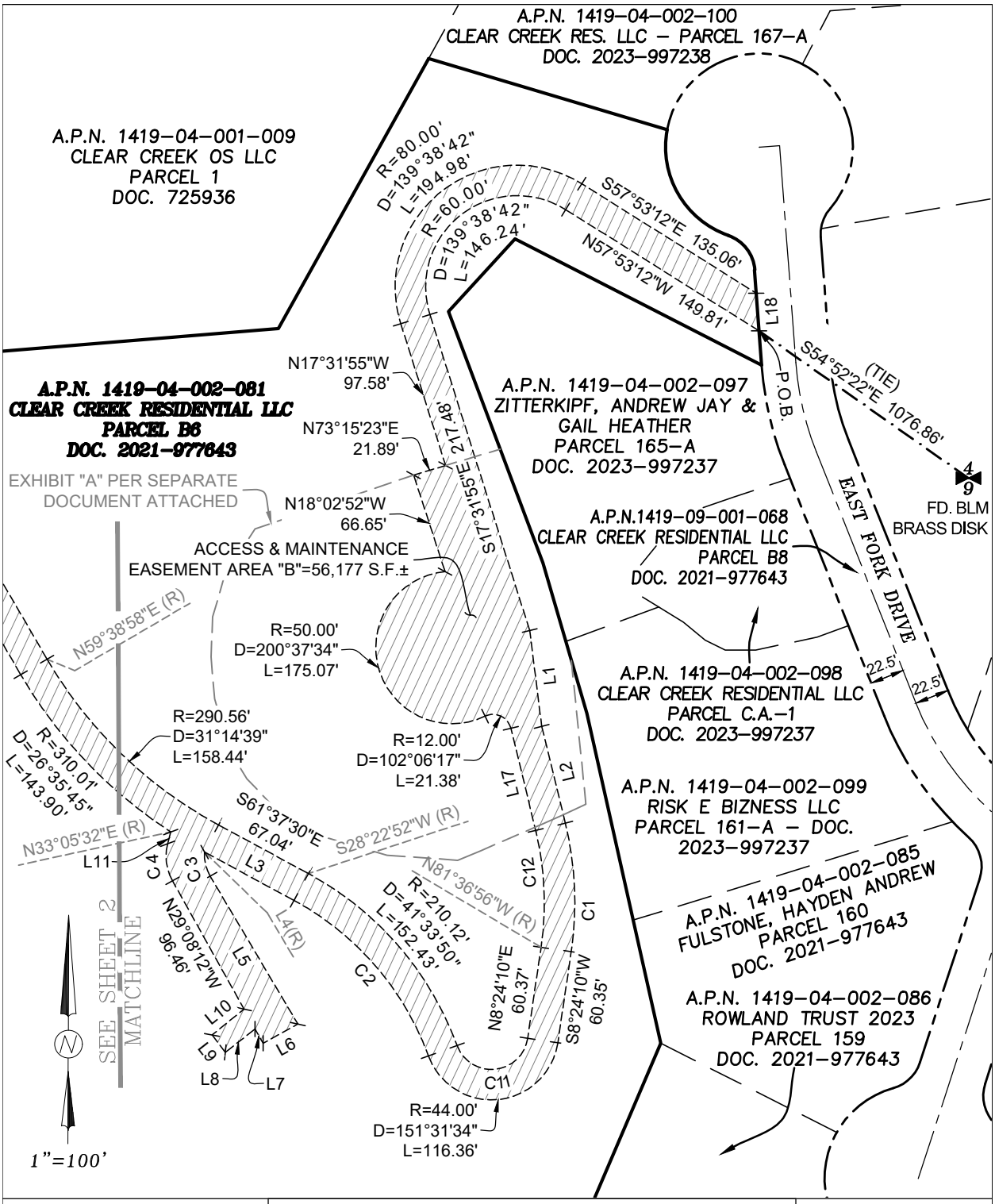
See Exhibits “B-1” through “B-3”, respectively, plats to accompany description, attached hereto and made a part hereof.

The Basis of Bearings for this legal description is identical to that as shown on the 3rd Record of Survey in Support of a Boundary Line Adjustment for Clear Creek Residential, LLC, recorded on June 08, 2023, as Document 2023-997237, filed in the official records of said county.

Prepared by:
F3 & Associates, Inc.
145 Isidor Court, Suite B
Sparks, NV, 89441



Todd Tillotson, PLS
Nevada Certificate No. 21514



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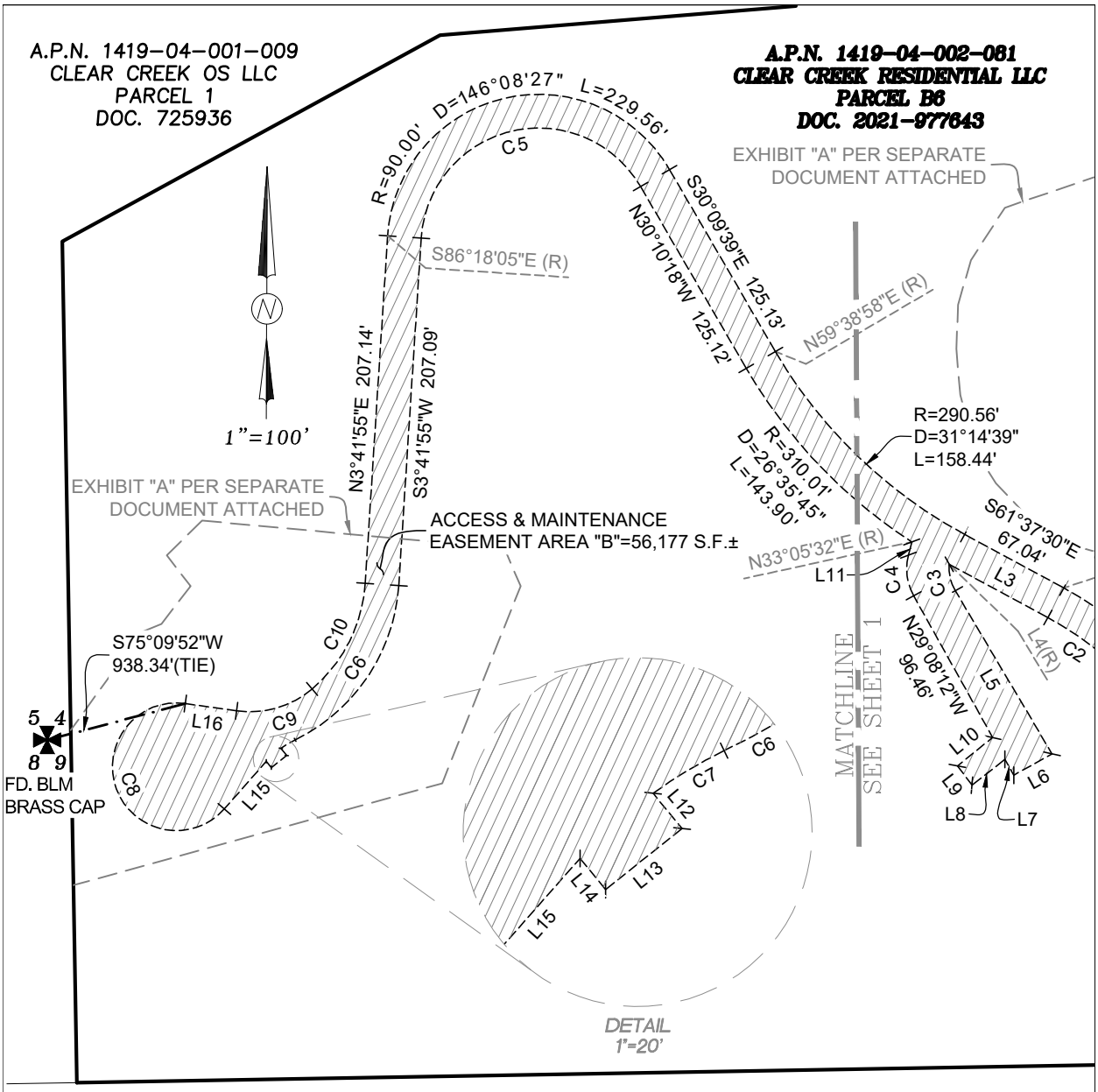
PLAT TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT B-1

ACCESS & MAINTENANCE EASEMENT

DOUGLAS COUNTY NEVADA

DESIGN BY:
DRAWN BY: JJO
DATE: 05/07/26
PAGE 1 OF 3
JOB NUMBER: 25752



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PLAT TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT B-2

ACCESS & MAINTENANCE EASEMENT

DOUGLAS COUNTY NEVADA

DESIGN BY:
DRAWN BY: JJO
DATE: 05/07/26
PAGE 2 OF 3
JOB NUMBER: 25752

LINE TABLE		
NO.	BEARING	LENGTH
L1	S07°09'56"E	63.37'
L2	S13°41'08"E	65.37'
L3	N61°37'30"W	66.70'
L4	S85°43'01"E	27.00'
L5	S30°39'00"E	112.78'
L6	S60°51'48"W	26.08'
L7	N29°08'12"W	10.77'
L8	S51°53'53"W	24.86'
L9	N37°13'14"W	14.36'
L10	N51°03'11"E	26.97'
L11	N14°20'02"E	8.01'
L12	S39°26'18"E	5.42'
L13	S51°26'31"W	11.63'
L14	N39°26'18"W	4.79'
L15	S41°25'03"W	37.78'
L16	S81°54'58"E	30.77'
L17	N13°41'08"W	68.93'
L18	S04°17'16"E	24.85'

CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	220.48'	022°05'17"	85.00'
C2	190.22'	041°32'27"	137.91'
C3	27.00'	034°55'59"	16.46'
C4	33.00'	043°28'14"	25.04'
C5	70.00'	146°07'47"	178.53'
C6	110.00'	060°19'32"	115.82'
C7	57.00'	009°54'33"	9.86'
C8	38.00'	236°39'59"	156.97'
C9	57.00'	048°26'49"	48.20'
C10	90.00'	045°56'18"	72.16'
C11	24.00'	151°32'32"	63.48'
C12	200.81'	022°03'05"	77.28'

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PLAT TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT B-3

ACCESS & MAINTENANCE EASEMENT

DOUGLAS COUNTY NEVADA

DESIGN BY:
DRAWN BY: JJO
DATE: 05/07/26
PAGE 3 OF 3
JOB NUMBER: 25752

AGENDA ITEM NO. N.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: November 5, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to approve the transfer of Real Property owned by Douglas County Nevada to the Nevada Department of Transportation and execute the Quit Claim deed. The Real Property to be transferred is described in the following recorded documents of Douglas County: Document Numbers 1970-47430, 1984-093937 and 1985-124073. (Philip Ritger, Director Public Works)

RECOMMENDED MOTION:
Approve the transfer of Real Property owned by Douglas County Nevada to the Nevada Department of Transportation and execute the Quit Claim deed as presented.

FINANCIAL IMPACT:
None

BACKGROUND:
From early 1960 through the mid-1980s, Douglas County has been working with the Nevada Department of Transportation (NDOT) on the transfer of right-of-way for the new alignment of State Route 207 (Kingsbury Grade). NDOT recently discovered that three of the right-of-way documents were never transferred by Douglas County to the State. This action will correct that oversight for the right-of-ways described in the following recorded documents:

- Document #124073 filed on September 20, 1985 in Book 985, on Page 2400;
- Document #093937 filed on January 9, 1984 in Book 184, on Page 356; and
- Document #47430 filed on March 17, 1970 in Book 74, on Page 147.

ATTACHMENTS:
2026-10-07_NDOT_Approved Quitclaim Deed Kingsbury.pdf
2026-10-07_NDOT_Douglas County Transfer letter chain.pdf
Sturgis-124073 Park-93937 Barner 47430 Exhibit Doc.pdf

890

Adj. to APNs: 1219-03-002-006, 1219-03-002-007, 1219-03-002-110, 1219-04-001-004, 1219-04-001-005, 1219-04-001-020, 1219-04-001-026, 1219-04-001-027, 1219-04-001-028, 1219-04-002-008 thru -010, 1219-04-002-030, 1319-00-002-007, 1319-00-002-008, and 1319-00-002-012
Project: F.H. NO. 16
E.A: 70306

AFTER RECORDING RETURN TO:
NEVADA DEPT. OF TRANSPORTATION
RIGHT-OF-WAY DIVISION
ATTN: STAFF SPECIALIST, PM
1263 S. STEWART ST.
CARSON CITY, NV. 89712

MAIL TAX STATEMENTS TO:
NEVADA DEPT. OF TRANSPORTATION
1263 S. STEWART ST.
CARSON CITY, NV 89712

LEGAL DESCRIPTION PREPARED BY:
GREGORY A. BIGBY, P.L.S.
NEVADA DEPT. OF TRANSPORTATION
RIGHT-OF-WAY DIVISION
1263 S. STEWART ST.
CARSON CITY, NV 89712

QUITCLAIM DEED

THIS DEED, made this ____ day of _____, 20___, between Douglas County, a political subdivision of the State of Nevada, by and through its Board of County Commissioners, hereinafter called “GRANTOR”, and the STATE OF NEVADA, acting by and through its Department of Transportation, hereinafter called "GRANTEE”,

WITNESSETH:

That said GRANTOR, does by these for and in consideration of the sum of ONE DOLLAR ($1.00), lawful money of the United States of America and other good and valuable consideration, the receipt whereof is hereby acknowledged, and acting in accordance with the provisions of Chapter 408 of the Nevada Revised Statutes, does hereby remise, release and forever quitclaim unto the said GRANTEE all of the right, title and fee interest of said GRANTOR in and to that certain real property.

(SEE ATTACHED DESCRIPTION AND EXHIBIT,
MARKED EXHIBIT “A” AND INCORPORATED HEREIN.)

SUBJECT TO any and all utilities whether of record or not, and EXCEPTING THEREFROM any and all water rights appurtenant to said parcel.

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be executed and its seal to be hereunto affixed the day and year first above written.

GRANTOR:
DOUGLAS COUNTY, a political subdivision of the State of Nevada

By: _____
Mark Gardner, Chairman
Douglas County Board of Commissioners

Attest:_____
Amy Burgans, Douglas County Clerk

State of Nevada
County of _____

This instrument was acknowledged before me on _____ (date) by _____ (name of person) as _____ (type of authority, e.g., officer, trustee, etc.) of _____ (name of party on behalf of whom instrument was executed).

S
E
A
L

_____
(Signature of notarial officer)

D26-75
Legal Description verified against
Right-of-Way Plans KG (Agent’s Initials)

Rev. 02/23/2026

LEGAL DESCRIPTION PREPARED BY:
GREGORY A. BIGBY, P.L.S.
NEVADA DEPT. OF TRANSPORTATION
RIGHT-OF-WAY DIVISION
1263 S. STEWART ST.
CARSON CITY, NV 89712

EXHIBIT "A"
LEGAL DESCRIPTION

Adjacent to APNs: 1219-03-002-006, 1219-03-002-007, 1219-03-002-110, 1219-04-001-004, 1219-04-001-005, 1219-04-001-020, 1219-04-001-026, 1219-04-001-027, 1219-04-001-028, 1219-04-002-008 thru -010, 1219-04-002-030, 1319-00-002-007, 1319-00-002-008, and 1319-00-002-012

SR-207 (Kingsbury Grade)
Project: F.H. NO. 16
E.A.: 70306

Situate, lying and being in the County of Douglas, State of Nevada, and more particularly described as portions of Sections 3 and 4, T. 12 N., R 19 E., M.D.M., and portions of Sections 28 and 33, T. 13 N., R. 19 E., M.D.M., and more fully described as follows:

All those certain parcels of land as described in those following certain deeds, filed for record in the Official Records of Douglas County, Nevada:

Document #124073 filed on September 20, 1985 in Book 985, on Page 2400;

Document #093937 filed on January 9, 1984 in Book 184, on Page 356;

Document #47430 filed on March 17, 1970 in Book 74, on Page 147.

Douglas County
Community Development

Dennis Little
Engineering Technician

DOUGLAS COUNTY

(775) 783-6421
FAX: (775) 782-9007

1594 Esmeralda Ave., Minden, NV
MAILING ADDRESS
P.O. Box 218, Minden, NV 89423

DO-010

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

1263 SOUTH STEWART STREET
CARSON CITY, NEVADA 89712

TRANSPORTATION BOA 171
ROBERT LIST, Governor, Chairman
RICHARD H. BRYAN, Attorney Gen
WILSON McGOWAN, State Controlle

Box 00-252
00-254

January 15, 1982

Director

IN REPLY REFER TO
E.A. 70306
KINGSBURY

BOE Nuno-
782-6201

Dennis R. Little,
Engineering Department
P. O. Box 218
Minden, Nevada 89423

Dear Mr. Little:

Thank you for your letter of January 8, 1982 requesting additional information on the transfer of property from Douglas County to the State on Kingsbury grade.

Please refer to the attached set of maps, and the parcels listed below, for those parcels that have not been transfered to the State.

Parcel 05-0559-00011 (1501 A) William Sturgis

" 05-0559-00012 (1501 B) William Sturgis

" 05-0559-00013 (1501 C) William Sturgis

" [redacted] #93935

" 05-0559-00007 (1506) D. J. Park? No Record

" 05-0559-00005 (1508) George Hasman? 01/09 1984 93935 184-348

" 05-0559-00004 (1509) Elizabeth Rabe? No Record

The Department would appreciate the transfer of these parcels to the State by quitclaim deed.

Your cooperation is appreciated.

Sincerely,

George D. Wilkerson, SR/WA
Ass't. Chief R/W Agent

GDW/dc

cc: Garth Dull
Jack Crawford
John Sweetland
Ken Davis

10-497

COMMUNITY DEVELOPMENT DEPARTMENT

ANDREW R. BURNHAM
Director

Planning
Engineering
Building & Safety
Regional Transportation

July 13, 1983

George Wilkerson
State Department of Transportation
1263 South Stewart Street
Carson City, Nevada 89712

RE: E.A. 70306 Kingsbury

Dear Mr. Wilkerson:

Douglas County would like to take this opportunity to apologize for the extreme delay in processing your request regarding the transfer of the new Kingsbury Grade Right-of-Way from the name of Douglas County to the State of Nevada. We have clarified the status of the three Sturgis tracts, the Hansen Tract, the Park tract and the Hasman tract to our satisfaction.

As of this date the Elizabeth Rabe Estate still has not been settled and this portion of Kingsbury has not been formally transferred to Douglas County.

At this time we are proceeding with the transfer of the six parcels that we have in our possession. This matter should be complete by the close of August 1983.

Once Douglas County suceeds in resolving the Rabe Estate we will transfer the subject right-of-way to your jurisdiction. We have no indiaction as to when this matter will be completed.

Sincerely,

Dennis Robert Little

Dennis R. Little
Associate Engineer

DRL90-53/dcy

NEVADA DEPARTMENT OF TRANSPORTATION

TRANSPORTATION BOARD
RICHARD H. BRYAN, *Governor*, Chairman
BRIAN McKAY, *Attorney General*
DARREL R. DAINES, *State Controller*

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
1263 SOUTH STEWART STREET
CARSON CITY, NEVADA 89712

A. E. STONE
Director

July 20, 1983

IN REPLY REFER TO

DO-010, E. A. 70306
SR-19 - Kingsbury

Mr. Dennis R. Little, Associate Engineer
Community Development Department
Courthouse
P. O. Box 218
Minden, NV 89423

RECEIVED
JUL 21 1983
DOUGLAS CO. PLANNING DEPT.

Dear Dennis:

I appreciate Douglas County's ability to convey the right-of-way for Kingsbury Grade to the Department of Transportation. I assume that the Douglas County District Attorney will actively pursue obtaining title to the Elizabeth Rabe Estate property so that we may finally clear up our title problems.

Dennis, I would also appreciate your referencing our parcel numbers when conveying the various parcels to the Department. I am attaching a list of names, numbers and status of each for your use in preparing the conveyance.

I am enclosing copies of all the correspondence I can find in our files. I could not find an agreement as such between the Department and Douglas County. Our correspondence indicates that there was some type of agreement between the old Bureau of Public Roads (now the Federal Highway Administration), the U. S. Forest Service and Douglas County.

If you have any questions, or wish to get together to discuss this, please don't hesitate to call me.

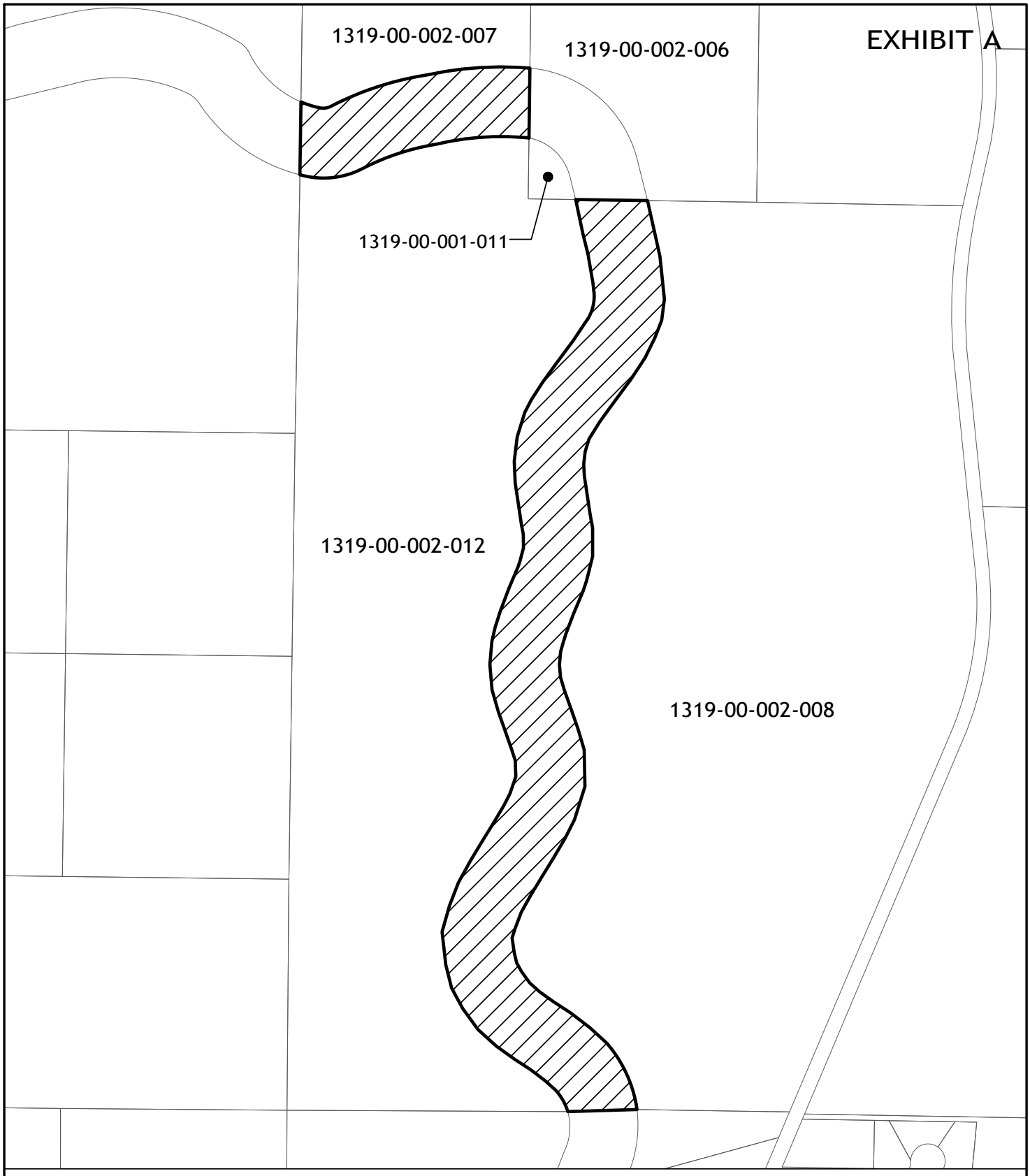
Sincerely,

George

George D. Wilkerson, SR/WA
Asst. Chief R/W Agent

GDW:rm
Enc.

cc: Garth Dull, Deputy Director
John Crawford, Supervisory R/W Agent
John Sweetland, Supervisor, R/W Engineering



William Sturgis
Document 124073

October 1, 2026

Recorded at the request of Douglas Co. NV
When recorded return to:
Douglas County Recorder
P.O. Box 218
Minden Nevada 89423

R.P.T.T. $ Exempt #2

EASEMENT DEED

THIS INDENTURE made and entered into this 9 day of September, 1985, by and between WILLIAM T. STURGIS, Party of the First Part, hereinafter referred to as "GRANTOR", and the County of Douglas, a political subdivision of the State of Nevada, Party of the Second Part, hereinafter called "GRANTEE",

W I T N E S S E T H :

THAT THE GRANTOR, for and in consideration of the sum of ONE DOLLAR ($1.00), lawful money of the United States of America, the receipt whereof acknowledged, does by these presents, Grand, Bargain and Sell unto the GRANTEE and to its assigns forever, a perpetual easement and right-of-way for the location, construction, and maintenance of a public road and necessary incidents thereto, upon, over, across and through all that certain tract, piece or parcel of land situate, lying and being in Sections 28 and 33, Township 13 North, Range 19 East, M.D.B. & M., County of Douglas, State of Nevada, and more particularly described as follows:

SEE ATTACHED EXHIBIT "A"

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HEREBY waive with full knowledge that a public road and the necessary incidents thereto are to be located upon, over

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124073
BOOK 985 PAGE 2400
175

and across the lands hereinabove described, any claim for any and all damages to the remaining adjacent lands and property of the GRANTOR by reason of the location, construction, landscaping and maintenance of said public road and appurtenances in said location.

TO HAVE AND TO HOLD all and singular the said real property, together with the appurtenances, unto the said GRANTEE and to its assigns forever.

IN WITNESS WHEREOF, said GRANTOR has hereunto signed on the day and year first above written.

William T. Sturgis
WILLIAM T. STURGIS

STATE OF NEVADA)
: ss.
COUNTY OF DOUGLAS)

On the 9th day of September, 1985, personally appeared before me, a Notary Public, WILLIAM T. STURGIS, who acknowledged that he executed the above instrument.

VERONICA C. COOLEY
NOTARY PUBLIC
STATE OF NEVADA
WASHOE COUNTY
My Appointment Expires MARCH 6, 1988

Veronica C Cooley
NOTARY PUBLIC

ATTEST:

Yvonne Bernard
YVONNE BERNARD, Ex-Officio Clerk
Douglas County Clerk

SEAL

ACCEPTED FOR DOUGLAS COUNTY BY:

Robert L. Pruett
ROBERT L. PRUETT, Chairman
Douglas County Board of Commissioners

DATE OF ACCEPTANCE: 9/12/85

124073
BOOK 985 PAGE 2401

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EXHIBIT "A"

A perpetual easement and right-of-way and incidents thereto for the location, construction and maintenance of a portion of State Route 207, Kingsbury Grade, upon, over and across certain real property lying and being in the County of Douglas, State of Nevada; said easements and right-of-ways being further described as follows:

Parcel 1:

A piece or parcel of land, lying and being in a portion of the NW 1/4 of the NE 1/4 of Section 28, T.13N., R. 19E., M.D.B.& M., and more fully described by metes and bounds as follows, to wit:

BEGINNING at the north quarter corner of Section 28, T.13N., R.19E., M.D.B.& M., said point of beginning further described as being 164.68 feet left of and measured radially from Bureau of Public Roads' Station "L" 418 + 59.90 P.O.C.; thence East, along the north boundary of said Section, a distance of 54.04 feet to a point; thence from a tangent which bears S. 47° 29' 19" W. curving to the right with a radius of 700 feet, through an angle of 5° 44' 45", an arc distance of 70.20 feet to a point; thence North, along the west boundary of said defendant's property, a distance of 44.76 feet to the point of beginning; said parcel contains an area of 0.03 of an acre, more or less.

Parcel 2:

Portions of the following: the SW 1/4 of the NE 1/4 and the SE 1/4 all in Section 28 and the NE 1/4 of Section 33, T.13N., R.19E., M.D.B.& M., being a piece or parcel of land four hundred (400) feet in width, or parcels or strips of land two hundred (200) feet wide on each side of the highway centerline of State Route 207, Kingsbury Grade, which centerline is more fully described as follows, to wit:

BEGINNING at an intersection of said centerline with the west boundary of the SW 1/4 of the NE 1/4 of said Section 28, T.13N., R.19E., M.D.B.& M., at Bureau of Public Roads' Station "L" 470 + 16.49 P.O.C.; said point of beginning further described as bearing South, a distance of 2328.30 feet from the north quarter corner of said Section 28; thence from a tangent which bears N 86° 59' 47" E., curving to the left a radius of 500 feet, along said centerline, through an angle of 20° 28' 47", an arc distance of 178.72 feet to a point; thence N 66° 31' 00" E., along said centerline, a distance of 294.59 feet to a point; thence from a tangent which bears the last described course, curving to the right with a radius of 550 feet, along said centerline, through an angle of 21° 07' 00", an arc distance of 202.71 feet to Bureau of Public Roads' Station equation "L" 485 + 92.51 P.T. equals "L" 486 + 29.86 P.O.T.; thence N 87° 38' 00" E. along said centerline, a distance of 255.01 feet to a point; thence from a tangent which bears the last described course, curving to the left with a radius of 450 feet, along said centerline, through an angle of 4° 40' 00", an arc distance of 36.65 feet to a point; thence N. 82° 58' 00" E. along said centerline, a distance of 206.39 feet to a point; thence from a tangent which bears the last described course, curving to the right with a radius of 500 feet, along said centerline, through an angle of 12° 38' 18", an arc distance of 110.29 feet to the point of ending, at an intersection of said centerline with the east boundary of the SW 1/4 of the NE 1/4 of said Section 28 at Bureau of Public Roads' Station "L" 492 + 38.20 P.O.C.; said point of ending further described as bearing N. 65° 27' 26" W. a distance of 1373.35 feet from the east quarter corner of said Section 28; said parcel contains an area of 11.79 acres, more or less.

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124073

PARCEL 3:

Portions of the following: the SW 1/4 of the NE 1/4 and the SE 1/4 all in Section 28 and the NE 1/4 of Section 33, T.13N., R.19E., M.D. B.& M., being a piece or parcel of land four hundred (400) feet in width, or parcels or strips of land two hundred (200) feet wide on each side of the highway centerline of State Route 207, Kingsbury Grade, which centerline is more fully described as follows, to wit:

BEGINNING at an intersection of said centerline with the north boundary of the SE 1/4 of said Section 28 at Bureau of Public Roads' Station "L" 500 + 52.97 P.O.T.; said point of beginning further described as bearing west a distance of 761.71 feet from the east quarter corner of said Section 28; thence S. 14° 48' 00" E. along said centerline, a distance of 407.73 feet to a point; thence from a tangent which bears the last described course, curving to the right with a radius of 500 feet, along said centerline, through an angle of 50° 01' 00", an arc distance of 436.48 feet to Bureau of Public Roads' Station equation "L" 508 + 97.18 P.T. equals "L" 509 + 24.95 P.O.T.; thence S. 35° 13' 00" W. along said centerline, a distance of 453.89 feet to a point; thence from a tangent which bears the last described course, curving to the left with a radius of 550 feet, along said centerline, through an angle of 44° 14' 00", an arc distance of 424.61 feet to a point; thence S. 9° 01' 00" E., along said centerline, a distance of 298.37 feet to a point; thence from a tangent which bears the last described course, curving to the right with a radius of 550 feet, along said centerline, through an angle of 30° 16' 00", an arc distance of 290.54 feet to a point; thence S. 21° 15' 00" W., along said centerline, a distance of 310.27 feet to a point; thence from a tangent which bears the last described course, curving to the left with a radius of 550 feet, along said centerline, through an angle of 41° 06' 00", an arc distance of 394.53 feet to a point; thence S. 19° 51' 00" E., along said centerline, a distance of 281.39 feet to a point; thence from a tangent which bears the last described course, curving to the right with a radius of 550 feet, along said centerline, through an angle of 50° 13' 00", an arc distance of 482.05 feet to a point; thence S. 30° 22' 00" W., along said centerline, a distance of 490.00 feet to a point; thence from a tangent which bears the last described course, curving to the left with a radius of 550 feet, along said centerline, through an angle of 88° 17' 00", an arc distance of 847.46 feet to Bureau of Public Roads' Station equation "L" 551 + 98.06 P.T. equals "L" 552 + 04.86 P.O.T.; thence S. 57° 55' 00" E., along said centerline, a distance of 253.86 feet to a point; thence from a tangent which bears the last described course, curving to the right with a radius of 550 feet, along said centerline, through an angle of 47° 38' 42", an arc distance of 457.36 feet to the point of ending, at an intersection of said centerline with the south boundary of the NE 1/4 of said Section 33, T.13N., R.19E., M.D.B.& M., at Bureau of Public Roads' Station "L" 559 + 16.08 P.O.C., said point of ending further described as bearing west a distance of 802.06 feet from the east quarter corner of said Section 33; said parcel contains an area ara of 53.52 acres, more or less.

To permit the cut and/or fill slope to extend beyond the above mentioned Right-of-Way lines where necessary; and to allow authorized personnel of the Nevada State Highway Department to enter upon the lands of the defendant for the necessary maintenance of the above mentioned highway and its structures.

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INFORMATIONAL PURPOSES

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ONLY

REQUESTED BY
Douglas Co. Community Dev.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'95 SEP 20 A9 :42

SUZANNE BEAUDREAU
RECORDER

$ 0 PAID DEPUTY

124073

BOOK 985 PAGE 2179

EXHIBIT A



A) 1219-04-001-026
B) 1219-04-001-027
C) 1219-04-001-028
D) 1219-04-001-005
E) 1219-04-002-008
F) 1219-04-002-007

David Park
Document 93977

N
N T S

October 1, 2026

IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA,

IN AND FOR THE COUNTY OF DOUGLAS.

COUNTY OF DOUGLAS, a Political Subdivision of the State of Nevada,

Plaintiff,

vs.

DAVID J. PARK,

Defendant.

No. 3410
NO.

FILED Feb. 17 19 66

EARNHART W. THRAN
COUNTY CLERK

BY Jean L. Johnson
DEPUTY

STIPULATION

IT IS HEREBY STIPULATED by and between JOHN CHRISLAW, Attorney for Plaintiff and GEORGE W. ABBOTT, Attorney for Defendant, that the plaintiff be granted the right to possess and occupy the property and property rights described in the Complaint and more particularly described as follows:

A perpetual easement and right of way and incidents thereto for the location, construction and maintenance of a portion of Federal Aid Secondary #559 (S.R. 19), FH 16 upon, over and across certain real property of the undersigned situate, lying and being in the County of Douglas, State of Nevada; said easement and right of way and more particularly described as being a portion of the following: the E 1/2 of the NE 1/4 of Section 4, T. 12 N., R. 19 E., M.D.B. & M., being a piece or parcel of land three hundred (300) feet in width, or parcels or strips of land one hundred fifty (150) feet wide on each side of the highway centerline of State Route 19 (F.H. No. 16) between Bureau of Public Roads' Station "L" 586 + 59.73 P.O.C. and Station "L" 599 + 67.99 P.T. and being one hundred fifty (150) feet in width, or seventy five (75) feet wide on each side of the said highway centerline between Bureau of Public Roads' Station "L" 599 + 67.99 P.T. and Station "L" 614 + 62.38 P.O.T. which centerline is more fully described as follows, to-wit:

BEGINNING at the intersection of said centerline with the north boundary of the E 1/4 of the NE 1/4 of said Section 4, T. 12 N., R. 19 E., M.D.B. & M., at Bureau of Public Roads' Station "L" 586 + 59.73 P.O.C.; said point of beginning further described as bearing S. 89°59'53" W., a distance of 1029.29 feet from the northeast corner of said Section 4; thence from a tangent which bears S. 0°56'01" E., curving to the right with a radius of 1000 feet; along said centerline, through an angle of 11°38'01", an arc distance of 203.04 feet to a

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point; thence S. 10°42'00" W., along said centerline, a distance of 300.20 feet to a point; thence from a tangent which bears the last described course, curving to the left with a radius of 900 feet, along said centerline through an angle of 23°55'00", an arc distance of 375.68 feet to a point; thence S. 13°13'00" E., along said centerline, a distance of 217.69 feet to a point; thence from a tangent which bears the last described course, curving to the right with a radius of 850 feet, along said centerline, through an angle of 14°16'00", an arc distance of 211.65 feet to a point; thence S. 1°03'00" W., along said centerline, a distance of 344.78 feet to a point; thence from a tangent which bears the last described course, curving to the left with a radius of 1200 feet, along said centerline, through an angle of 45°30'00", an arc distance of 952.95 feet to Bureau of Public Roads' Station Equation "L" 612 + 65.72 P.T. = "L" 612 + 66.53 P.O.T.; thence S. 44°27'00" E., along said centerline, a distance of 195.85 feet to the point of ending, at an intersection of said centerline with the south boundary of the E 1/2 of the NE 1/4 of said Section 4 at Bureau of Public Roads' Station "L" 614 + 62.38 P.O.T., said point of ending further described as bearing N. 89°59'28" W., a distance of 542.32 feet from the east quarter corner of said Section 4; said parcel contains an area of 14.15 acres, more or less.

That plaintiff will deposit with the Clerk of the Court the sum of $6,400.00, for the above-described right of way, subject to the order of the Court.

That acceptance of this sum by the defendant is without prejudice to the right of the defendant to contest the amount of compensation to be finally awarded to him in the above-entitled action, but the receipt by defendant of said money deposited with the Clerk of Court shall constitute a waiver of all defenses except those relating to the amount of such compensation.

DATED: January 6, 1965

John Chrislaw

JOHN CHRISLAW, Attorney for Plaintiff.

George H. Abbott

GEORGE ABBOTT, Attorney for Defendant.

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ORDER APPROVING STIPULATION

The foregoing stipulation is hereby approved and plaintiff is hereby granted the right to possess and occupy the premises described in the said order for the purpose of locating, constructing, and maintaining a highway thereon.

DATED: January 7, 1966.

DISTRICT JUDGE

CERTIFICATE

The document to which this certificate is attached is a full, true and correct copy of the original on file and of record in my office.

DATE: January 9, 1984

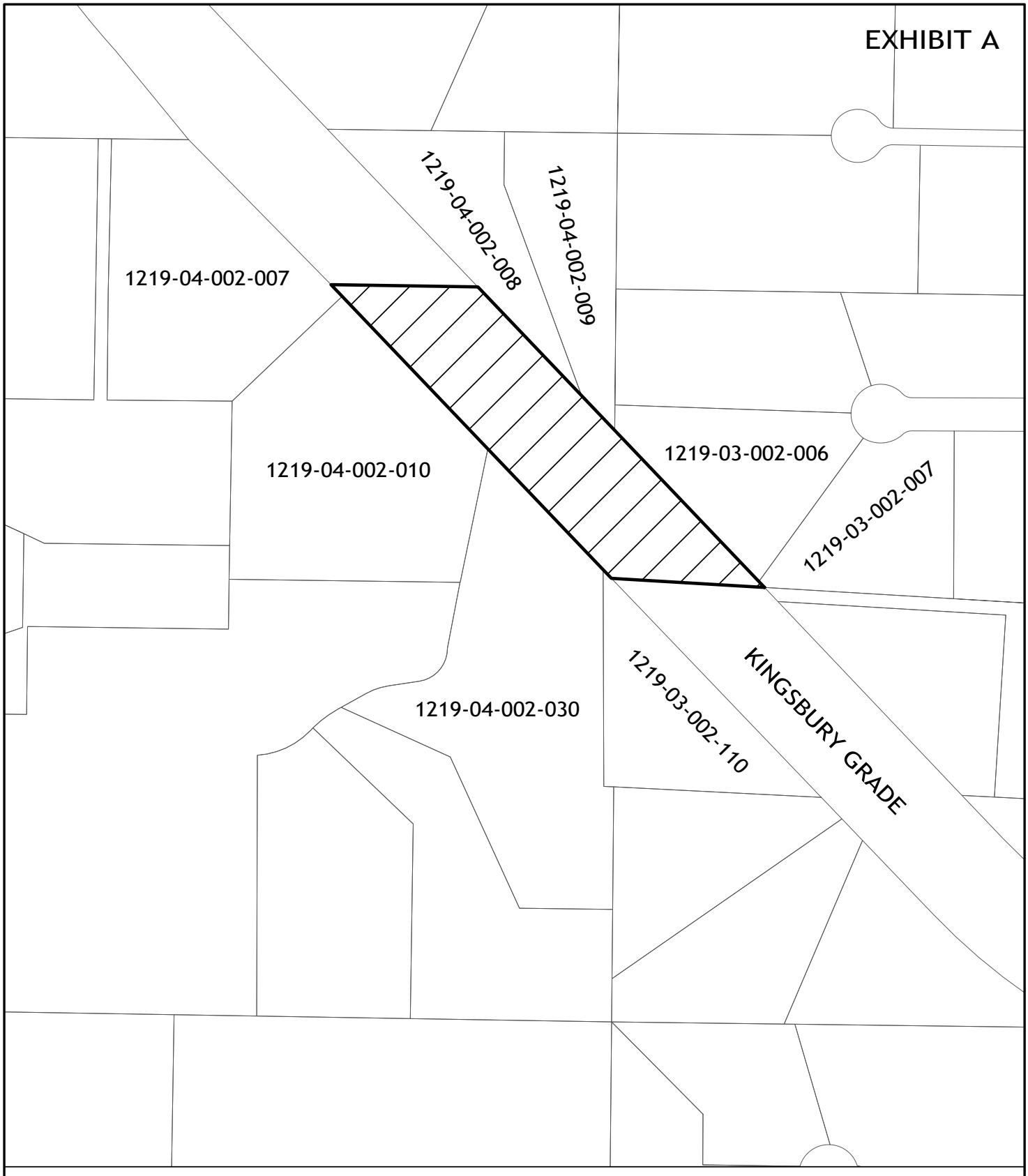
SEAL

J. Bernard Clerk of the 9th Judicial District Court of the State of Nevada, in and for the County of Douglas.

By H. Chappell Deputy

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REQUESTED BY
Co. Comm. Dev.
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA
NO Fee
1984 JAN -9 AM 9:22
SUZANNE BEAUDREAU
RECORDER
Carol J. Ehart 093937
Dep. BOOK 184 PAGE 356



Walter and Suzanne Barner
Document 47430

October 1, 2026

DEED OF RIGHT OF WAY

WHEREAS the County of Douglas, a political subdivision of the State of Nevada, has heretofore acquired a perpetual easement and right of way over a certain lot, piece or parcel of land situated in the County of Douglas, State of Nevada, the exact description of said easement and right of way being as follows:

> All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, more particularly described as follows:
>
> A perpetual easement and right of way and incidents thereto for the location, construction and maintenance of a portion of Federal Aid Secondary #559 (SR 19), F.H. 16 upon, over and across certain real property of the undersigned situate, lying and being in the County of Douglas, State of Nevada; said easement and right of way more particularly described as being portions of the following: The NE 1/4 of the SE 1/4 of Section 4 and the NW 1/4 of the SW 1/4 of Section 3, Township 12 North, Range 19 East, M.D.B. & M., being a piece or parcel of land one hundred fifty (150) feet in width, or parcel of strips of land seventy five (75) feet wide on each side of the highway centerline of State Route 19 (F.H. No. 16), which centerline is more fully described as follows, to-wit:
>
> Beginning at an intersection of said centerline with the northern boundary of said Grantor's property at Bureau of Public Roads Station "L" 617+89.85 P.O.T.; said point of beginning further described as bearing South 53°15'20" West, a distance of 390.61 feet from the east quarter corner of said Section 4, Township 12 North, Range 19 East, M.D.B. & M.; thence South 44°21'00" East, along said centerline, a distance of 618.08 feet to the point of ending, at an intersection of said centerline with the south boundary of said Grantor's property at Bureau of Public Roads' Station "L" 624 + 07.93 P.O.T., said point of ending further described as bearing South 10° 04'05" East, a distance of 685.46 feet from the west quarter corner of said Section 3.
>
> Being a portion of the SE 1/4 of Section 4 and the SW 1/4 of Section 3, Township 12 North, Range 19 East, M.D.B. & M.

and,

WHEREAS, the aforedescribed easement and right of way is itself subject to a different right of way owned by WALTER H. and SUZANNE K. BARNER, and

WHEREAS, the said County of Douglas desires to acquire the said right of way owned by the said WALTER H. and SUZANNE K.

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BARNER, as the same exists within the limits of that perpetual easement and right of way owned by said Douglas County for said Federal Aid Secondary #559 (State Route 19), F.H. 16, and the said WALTER H. BARNER and SUZANNE K. BARNER are desirous of transferring the said right of way now owned by them to Douglas County, Nevada,

NOW, THEREFORE, WE, WALTER H. BARNER and SUZANNE K. BARNER, for and in consideration of the sum of FIVE HUNDRED ($500.00) DOLLARS, do hereby grant, bargain and sell to the said County of Douglas, a political subdivision of the State of Nevada, all of that right of way now owned by the said WALTER H. BARNER and SUZANNE K. BARNER which is located and situated within the limits of that perpetual easement and right of way and incidents thereto now vested in the County of Douglas, a political subdivision of the State of Nevada, described hereinabove. The said right of way being herein conveyed by WALTER H. BARNER and SUZANNE K. BARNER being a portion of that right of way acquired by said WALTER H. BARNER and SUZANNE K. BARNER by that deed of a grant of right of way dated November 27, 1960 in which the grantors were A. P. McDOUGALD, ALYCE McDOUGALD and GEORGE HASMAN, and the grantees were WALTER H. BARNER and SUZANNE K. BARNER and which deed was recorded on February 2, 1961 in the Douglas County, Nevada Recorder's Office in Book 5 of Official Records at page 116 as Document #17195.

Said WALTER H. BARNER and SUZANNE K. BARNER do hereby grant and dedicate that part of the aforesaid right of way belonging to us and each or us, for the purpose and use of the same as a public highway and hereby waive all further claims for damage for and account of the same, including all claims for damage to any of the remaining portions of said right of way which may be situated or located outside of that right of way which is a portion of the aforesaid Federal Aid Secondary #559, State

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Route 19, F.H. 16.

IN WITNESS WHEREOF we have hereto set our hands this 30 day of December, 1969.

Walter H Barner
WALTER H. BARNER

Suzanne K. Barner
SUZANNE K. BARNER.

STATE OF NEVADA)
) ss.
County of Douglas)

On December 30th, 1969, personally appeared before me a notary public, WALTER H. BARNER, who acknowledged that he executed the above instrument.

Bryce Rhodes
Notary Public.

BRYCE RHODES
Notary Public — State of Nevada
Washoe County
My Commission Expires April 12, 1970

STATE OF NEVADA)
) ss.
County of Douglas)

On Dec 30, 1969, personally appeared before me a notary public, SUZANNE K. BARNER, who acknowledged that she executed the above instrument.

Clark J. Guild, Jr.
Notary Public.

CLARK J. GUILD, JR.
Notary Public — State of Nevada
Washoe
My Commission Expires April 10, 1970

47430

Recorded at Request of Do. Co. Commissioners
On Mar 17, 1970 At 30 Min. Past 10 A.M.
Official Records of Douglas County, Nevada. Fee None
Ethel N. Schacht, Recorder. By Ethel N. Schacht

47430

BOOK 74 PAGE 147

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AGENDA ITEM NO. O.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: November 5, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion regarding the adoption of **Resolution 2026R-064**, increasing the South Tahoe Refuse Company's trash disposal rates by the base year rate adjustment of 9.42% for the 2027 calendar year, as allowed under the terms of the franchise agreement. (Philip Ritger, Public Works Director)

RECOMMENDED MOTION:
Adopt Resolution 2026R-064 increasing the South Tahoe Refuse Company's rates by 9.42% for the 2027 calendar year, as presented.

FINANCIAL IMPACT:
The proposed trash rate increase is estimated to increase the franchise fee revenue in the County's Solid Waste Fund (211) by approximately $4,400. The proposed resolution increases the solid waste service rates for customers within the Tahoe Township. Douglas County receives a 3% franchise fee on the revenue collected from Douglas County citizens who voluntarily choose to be served by South Tahoe Refuse.

BACKGROUND:
South Tahoe Refuse Company ("STR") has applied for a rate increase for the 2027 Base Year as allowed under the current Solid Waste Services Franchise Agreement dated December 7, 2023 (Document 2023-1003096). The proposed rate increase was calculated in accordance with the protocol established in the Solid Waste Rate Setting Policies and Procedures Manual, dated March 30, 2012.

STR submitted its application for an base year rate adjustment on May 29, 2026. The rate application projected a 11.88% rate increase for the Tahoe Township of Douglas County. In response to STR's request, the South Lake Tahoe Basin Waste Management Authority ("JPA") contracted with Crowe LLP ("Crowe") to review the rate application. The Crowe rate review report, dated October 7, 2026, was submitted to the JPA board for its consideration at its October 9, 2026 meeting. In accordance with the 2012 rate setting manual for a base year rate application, Crowe conducted a detailed review of

STR's revenues, costs and profits. The primary factors driving the rate increase that were examined were: CPI and direct labor costs, landfill disposal costs at Lockwood and Carson City, loss of Bently as a facility for green waste disposal, and general operational increases for liability insurance, worker's compensation, fuel cost escalation and other assumptions, calculations and data used to support STR's request. The base year rate application was heavily influenced by increases in landfill disposal costs and worker's compensation, liability and fuel cost increases. Based on this analysis, the Crowe report recommended an across-the-board interim year rate increase of 9.42% for the residential and commercial waste services within the Tahoe Township portion of Douglas County. A copy of the Crowe audit report is attached for reference.

The JPA met on October 9, 2026, to consider the STR rate application and the Crowe report. The JPA accepted Crowe's 2027 base year rate analysis and recommended the proposed rate increase be brought to the respective governing boards, including the Douglas County Board of Commissioners, for adoption.

ATTACHMENTS:
Resolution 2026R-064 STR 2027 Waste Rates.pdf
2026-10-07_Crowe_STR 2027 Rate Review-Final.pdf
SLT Board Presentation 10-9-26 v2.pdf

RESOLUTION NO. 2026R-064

A RESOLUTION ESTABLISHING THE SOUTH TAHOE REFUSE COMPANY'S RATES FOR RESIDENTIAL AND COMMERCIAL WASTE DISPOSAL SERVICES

WHEREAS, South Tahoe Refuse Company, a Nevada corporation, provides for the safe collection, transportation, recycling and disposal of garbage and solid waste from residential, industrial and commercial areas in the Tahoe Township, County of Douglas, and has applied for a base year rate adjustment as allowed by the Solid Waste Services Franchise Agreement dated December 7, 2023 (Document 2023-1003096); and

WHEREAS, the rate changes have been calculated in accordance with the Solid Waste Services Franchise Agreement and the Solid Waste Rate Setting Policies and Procedures Manual; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Douglas County, Nevada as follows:

SECTION 1. Resolution 2025R-091 is repealed in its entirety.

SECTION 2. The South Tahoe Refuse Company's rates for residential and commercial waste disposal services are approved as delineated in Exhibit A and Exhibit B for calendar year 2027, beginning January 1, 2027.

ADOPTED this 5th day of November 2026, by the following vote:

AYES: Commissioners: _____

_____

_____

_____

_____

NAYS: Commissioners: _____

_____

ABSENT: Commissioners: _____

_____

_____
Mark Gardner, Chair
Douglas County Board of Commissioners

ATTEST:

_____
Amy Burgans,
Douglas County Clerk-Treasurer

Exhibit A
South Tahoe Refuse
Base Year Rate Adjustment at 9.42%
Effective Date: January 1, 2027

	Monthly			Quarterly		
Nevada Residential	**2026**	**Base Year Increase**	**2027**	**2026**	**Increase**	**2027**
1, 32 - gallon can	$ 30.02	$ 2.83	$ 32.85	$ 90.06	$ 8.49	$ 98.55
2, 32 gallon can	$ 57.79	$ 5.44	$ 63.23	$ 173.37	$ 16.32	$ 189.69
3, 32 gallon can	$ 88.14	$ 8.30	$ 96.44	$ 264.42	$ 24.90	$ 289.32
4, 32 gallon can	$ 115.92	$ 10.92	$ 126.84	$ 347.76	$ 32.76	$ 380.52
5, 32 gallon can	$ 142.37	$ 13.41	$ 155.78	$ 427.11	$ 40.23	$ 467.34
6, 32 gallon can	$ 184.69	$ 17.40	$ 202.09	$ 554.07	$ 52.20	$ 606.27
Extra 32-gallon can, Per pickup	$ 7.53	$ 0.71	$ 8.24			
Per cubic yard, Per pickup	$ 48.49	$ 4.57	$ 53.06			
1, 45-gallon can	$ 36.41	$ 3.43	$ 39.84	$ 109.23	$ 10.29	$ 119.52
2, 45-gallon can	$ 69.98	$ 6.59	$ 76.57	$ 209.94	$ 19.77	$ 229.71
3, 45-gallon can	$ 106.66	$ 10.05	$ 116.71	$ 319.98	$ 30.15	$ 350.13

	Per Pickup		
Nevada Commercial	**2026**	**Base Year Increase**	**2027**
Per cubic yard	$ 44.07	$ 4.15	$ 48.22
Per 32-gallon can/bag	$ 6.92	$ 0.65	$ 7.58
Compacted rate per yard	$ 56.96	$ 5.37	$ 62.33

Exhibit B
South Tahoe Refuse
3-CART Collection Rates
Effective Date: January 1, 2027

	Monthly		
3-CART Residential	**2027**	**2024 Service Equivalent**	**Recycling & Yard Waste**
1, 35-gallon CART	$ 32.85	32-gal, 1 can rate	65-gal CART
1, 65-gallon CART	$ 63.23	32-gal, 2 can rate	95-gal CART
		45-gal, 1 can rate	95-gal CART
1, 95-gallon CART	$ 76.57	32-gal, 3 can rate	95-gal CART
		45-gal, 2 can rate	95-gal CART
1, 95-gallon + 1, 35 gallon CART	$ 109.42	32-gal, 4 can rate	95-gal CART
1, 95-gallon + 1, 65 gallon CART	$ 139.81	32-gal, 5 can rate	95-gal CART
2, 95-gallon CARTs	$ 153.14	32-gal, 6 can rate	95-gal CART
Per cubic yard, Per pickup	$ 53.06		

	Monthly		
Existing Bear Box Residential	**2027**	**2024 Service Equivalent**	**Recycling & Yard Waste**
1, 32-gallon can	$ 32.85	32-gal, 1 can rate	65-gal CART
2, 32-gallon can	$ 63.23	32-gal, 2 can rate	95-gal CART
3, 32-gallon can	$ 96.44	32-gal, 3 can rate	95-gal CART
4, 32-gallon can	$ 126.84	32-gal, 4 can rate	95-gal CART
5, 32-gallon can	$ 155.78	32-gal, 5 can rate	95-gal CART
6, 32-gallon can	$ 202.09	32-gal, 6 can rate	95-gal CART
1, 45-gallon can	$ 39.84	45-gal, 1 can rate	65-gal CART
2, 45-gallon can	$ 76.57	45-gal, 2 can rate	95-gal CART
3, 45-gallon can	$ 116.71	45-gal, 3 can rate	95-gal CART

	Per Pickup	
3-CART Nevada Commercial (Trash, Recycling & Yard Waste)	**2027**	**2024 Service Equivalent**
1, 35-gallon CART	$ 8.28	32-gal, 1 can/bag
1, 65-gallon CART	$ 15.14	32-gal, 2 can/bag
1, 95-gallon CART	$ 22.72	32-gal, 3 can/bag
Extra 32-gallon can/bag	$ 7.57	
Per cubic yard	$ 48.22	
Compacted rate, Per cubic yard	$ 62.33	

Crowe Advisory LLC

575 Market Street, Suite 3300
San Francisco, California 94105-5829
Tel 415.576.1100
Fax 415.576.1110
www.crowe.com

October 7, 2026

Authority Staff
South Lake Tahoe Basin Waste Management Authority
1901 Airport Road
South Lake Tahoe, CA 96150

Subject: **Base Year 2027 Rate Analysis of South Tahoe Refuse Company**

Crowe Advisory LLC (Crowe) has completed its analysis of South Tahoe Refuse Company's (STR's) Base Year 2027 Rate Application (Application). The South Lake Tahoe Basin Waste Management Authority (JPA) contracted with Crowe to conduct an analysis of the Application, and to provide potential refuse collection rate changes for the JPA to consider effective January 1, 2027. This letter report documents results of our analysis, and is organized as follows:

A. Purpose of Analysis
B. Summary
C. Background of Analysis
D. Scope of Analysis
E. Base Year 2027 Rate Setting Analysis and Adjustments
F. Results of Base Year 2027 Analysis.

There are three (3) attachments to this report.

- Attachment A – Proposed Residential and Commercial Rate Structures
- Attachment B – 2027 Base Year Rate Application
- Attachment C – Crowe Base Year 2027 Rate Model with Adjustments.

A. Purpose of Analysis

The purpose of the 2027 Base Year Rate Analysis of South Tahoe Refuse Company (Analysis) is to assist the South Lake Tahoe Basin Waste Management Authority, and each respective JPA jurisdiction including the City of South Lake Tahoe, Douglas County, and El Dorado County (Specified Parties), with their establishing solid waste collection rates charged by South Tahoe Refuse Company Inc. (STR). The base year analysis was conducted in accordance with the JPA's Solid Waste Rate Setting Policies and Procedures Manual (Manual).

The information in this Analysis is based on estimates, assumptions and other data developed by Crowe Advisory LLC ("Crowe") from information provided by STR, knowledge of and participation in other studies, data supplied by the JPA, and other sources deemed to be reliable.

In the course of preparing this Analysis, we have not conducted an audit, review, or compilation of any financial or supplemental data used in the accompanying Analysis. We have made certain projections of revenues and expenses which may vary from actual results because events and circumstances frequently do not occur as expected and such variances may be material. We have no responsibility to update this Analysis for events or circumstances occurring after the date above.

Our procedures and work product are intended for the benefit and use of the Specified Parties. This engagement was not planned or conducted in contemplation of reliance by any other party or with respect to any specific transaction and is not intended to benefit or influence any other party. Therefore, items of possible interest to a third party may not be specifically addressed or matters may exist that could be assessed differently by a third party.

The JPA agreed to be responsible to make all management decisions and perform all management functions; designate an individual who possesses suitable skill, knowledge, and/or experience, preferably within senior management to oversee these services; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services.

B. Summary

The analysis of the 2027 rate application and supporting documentation indicates a rate increase of 11.46 percent for the City of South Lake Tahoe, 9.42 percent for Douglas County, and 9.29 percent for El Dorado County, effective January 1, 2027. This compares to STR's requested calendar year 2027 rate increase of 15.47 percent for the City of South Lake Tahoe and Douglas County and 11.59 percent for El Dorado County. Current and proposed residential and commercial rates are shown in **Tables 1** and **2** below. A complete recommended 2027 rate structure is provided in **Attachment A** of this report.

Table 1
South Tahoe Refuse
Residential Rates with 11.46 Percent Base Year Rate Increase for the City of South Lake Tahoe, 9.42 Percent Base Year Rate Increase for Douglas County and 9.29 Percent Rate Increase for El Dorado County (Base Year 2027)

Service Level	Current Rate (Per Customer, Per Month)	Proposed Rate (Per Customer, Per Month	Proposed Rate Increase (Per Customer, Per Month)
City of South Lake Tahoe			
Unlimited service[1]	$49.10	$54.73	$5.63
Douglas County			
1, 32-gallon can	$30.02	$32.85	$2.83
El Dorado County			
Unlimited service	$52.55	$57.43	$4.88

[1] Excluding City surcharges for street sweeping ($0.25) and nuisance abatement ($0.25).

Table 2
South Tahoe Refuse
Commercial Rates with 11.46 Percent Base Year Rate Increase for the City of South Lake Tahoe, 9.42 Percent Base Year Rate Increase for Douglas County and 9.29 Percent Rate Increase for El Dorado County (Base Year 2027)

Service Level	Current Rate (Per Customer, Per Month)	Proposed Rate (Per Customer, Per Month	Proposed Rate Increase (Per Customer, Per Month)
City of South Lake Tahoe			
Per cubic yard	$56.17	$62.61	$6.44
Douglas County			
Per cubic yard	$44.07	$48.22	$4.15
El Dorado County (Area A)			
Per cubic yard	$63.01	$68.86	$5.85
El Dorado County (Area B)			
Per cubic yard	$25.09	$27.42	$2.33

C. Background of Analysis

The joint powers authority (JPA) is comprised of the City of South Lake Tahoe, California; Douglas County, Nevada; and El Dorado County, California (Member Agencies). The JPA is responsible for overseeing regional cooperation regarding solid waste and coordinating solid waste program planning and reporting for these Member Agencies.

The franchise hauler for the three (3) jurisdictions is STR. Each Member Agency has an exclusive franchise agreement with STR for collection and disposal of refuse. STR provides exclusive refuse collection, recycling, and transfer station operations to Member Agencies in accordance with terms specified in separate franchise agreements.

JPA rate setting follows the JPA's 2012 *Solid Waste Rate Setting Policies and Procedures Manual*, Volume 2 (Manual). The Manual allows STR to submit a base year rate application for the rate year 2027. Our analysis was conducted in accordance with Steps 2, 3, 4, and 5 in Section 2 of the Manual.[2]

Rate setting has generally followed an approximately three-year cycle with the prior base year rate analysis conducted for rate year 2024. The JPA and STR followed the Base Year Rate Setting Process in Section 3 of the Manual for base rate year 2027. Recently approved rate changes granted to STR include:

- 2016 – No rate change – interim year
- 2017 – 1.62 percent rate increase (City of South Lake Tahoe and El Dorado County) and 1.59 percent rate increase (Douglas County) – interim year
- 2018 – 8.81 percent rate increase (City of South Lake Tahoe and El Dorado County) and 6.81 percent rate increase (Douglas County) – base year
- 2019 – 3.11 percent rate increase (City of South Lake Tahoe and El Dorado County) and 3.05 percent rate increase (Douglas County) – interim year

[2] The JPA allows for the franchise hauler to submit an interim year rate application in each of the "interim" two (2) years between "base" years, should the franchised hauler want to request an increase rates.

- 2020 – 2.93 percent rate increase (City of South Lake Tahoe and El Dorado County) and 2.87% percent rate increase (Douglas County) – interim year
- 2021 – 9.04 percent rate increase (City of South Lake Tahoe and El Dorado County) and 8.82 percent rate increase (Douglas County) – base year
- 2022 – 3.77 percent rate increase (City of South Lake Tahoe and El Dorado County) and 3.69 percent rate increase (Douglas County) – interim year
- 2023 – 4.96 percent rate increase (City of South Lake Tahoe and El Dorado County) and 4.86 percent rate increase (Douglas County) – interim year
- 2024 – 11.05% (City of South Lake Tahoe), 8.33% (El Dorado County); and 8.15% (Douglas County) – base year
- 2025 – 8.38% (City of South Lake Tahoe and El Dorado County); 8.31% (Douglas County) – interim year (includes 5.08% for conversion to cart-based system)
- 2026 – 10.18% (City of South Lake Tahoe and El Dorado County); 10.18% (Douglas County) – interim year (includes 5.08% for conversion to cart-based system).

In **Table 3,** we summarize residential rates since 2016.

Table 3
South Tahoe Refuse
Selected Residential Rates (2016-2026)

Service Level	2016	2017	2018	2019	2020	2021	2022	2023
City of South Lake Tahoe								
Unlimited Service	$26.13	$26.55	$28.89	$29.79	$30.66	$33.43	$35.89	$37.65
Douglas County								
1, 32-gallon can	$17.44	$17.72	$18.93	$19.51	$20.07	$21.50	$22.29	$23.37
El Dorado County								
Unlimited Service	$29.98	$30.47	$32.38	$34.38	$35.39	$37.43	38.84	$40.77

Service Level	2024	2025	2026
City of South Lake Tahoe			
Unlimited Service	$41.26	$44.72	$49.10
Douglas County			
1, 32-gallon can	$25.27	$27.37	$30.02
El Dorado County			
Unlimited Service	$44.17	$47.87	$52.55

On May 31, 2026, STR submitted its base year rate application to the JPA for rate year 2027 (hereafter referred to as the Application). We enclose a copy of this Application as **Attachment B.** The JPA requires the franchise hauler to submit a base year rate application once every three (3) years. In accordance with the Manual, rate year 2027 is a base year.

STR's Application to the JPA projected a Base Year 2027 rate increase was needed to cover a combined $4,370,289 estimated net shortfall, including franchise fees, for 2027. STR requested an increase of 15.47

percent ($3,674,856 projected total revenue shortfall) for the City of South Lake Tahoe and Douglas County combined and 11.59 percent ($695,433 projected total revenue shortfall) for El Dorado County.

We relied on STR audited financial statements, internally prepared financial information, and operational data for our analysis. STR provided audited financial statements for rate year 2025. STR also provided internally prepared financial information and operational data for rate years 2026 (estimated) and 2027 (projected), and additional information and data requested by Crowe.

D. Scope of Analysis

Our scope of services included the following tasks:

1. Verify the completeness of STR's Base Year 2027 Application
2. Analyze the Base Year 2027 Application and prepare responses
3. Request additional data and clarification from STR
4. Identify rate adjustments, by line item, and rate adjustment tables
5. Analyze proposed adjustments with JPA and STR representatives, and clarify outstanding issues
6. Determine the revenue requirement and associated rate adjustments
7. Prepare a draft report
8. Prepare a final report
9. Participate in JPA board meeting.

For this analysis, we performed the following tasks:

- Assessed if the Application was mathematically accurate and logically consistent
- Verified that the Application complied with the terms and conditions of the Manual
- Reconciled the Application to STR's Rate Year 2025 audited financial statements
- Analyzed STR financial information, operational data, and projections for reasonableness
- Assessed supporting data, worksheets, and documentation
- Analyzed historical actual, estimated, and projected revenues and expenses
- Analyzed cost allocation methods for reasonableness
- Analyzed the assignment of revenues and expenses to each Member Agency
- Obtained and analyzed support for the assumptions used to project Rate Year 2026 and 2027 revenues and expenses
- Confirmed the use of the allowed operating ratio
- Confirmed the franchise fee calculation
- Confirmed the accuracy of STR's calculated revenue requirement and associated rate adjustment
- Prepared draft and final reports
- Participated in JPA and Member Agency preparation and meeting(s).

The JPA entered into a contract with Crowe which was finalized on August 10, 2026 to provide these services. We submitted a detailed data request to STR on August 7, 2026, and a final data request on September 26, 2026. This is in addition to several more informal requests throughout the month of September.

E. Base Year 2027 Rate Setting Analysis and Adjustments

In this section, we identify adjustments to the STR Base Year 2027 rate application for calendar year 2027. Total adjustments result in a projected 2027 revenue shortfall of $3,198,619 combined for the three JPA Member Agencies. **Attachment C** includes the rate model with Crowe's rate adjustments summarized.

Adjustments are organized to generally match the organization provided in STR's rate application. The STR rate application is organized consistent with the guidance provided in the Base Year Rate Setting Process for allowable revenue and expense categories contained in the Manual, using the template located in Appendix A (Exhibit A-1) of the Manual. The remainder of this subsection is organized as follows:

- Revenues
  - Residential Collection Revenues
  - Commercial Collection Revenues
  - Forestry, Federal, and State Contracts
  - Non-Collection Revenue Allocation
  - Transfer Station and RRF Revenues
- Recycled Material Sales (MRF and Recycling Sales)
- Operating Expenses
  - Operating Expense Allocation
  - Expense Escalation
  - Direct Labor
  - Equipment Costs and Facility Costs
  - Landfill Disposal Costs
  - Office Salaries
  - General and Administrative Costs
  - MRF Principal and Interest Costs (El Dorado County)
  - RRF Principal and Interest Payments (El Dorado County)
  - Other Interest Expenses
- Operating Profit
- Pass-Through Costs
  - MRF Principal Payments (City and Douglas)
  - RRF Principal Payments (City and Douglas)
  - MRF and RRF Interest Expenses (City and Douglas).
  - Other Interest Expenses
  - RRF Fund Credit
  - Recycling Revenue Bonus
  - Franchise Fees

Revenues

Residential Collection Revenues

STR estimated residential collection revenues to increase by $1,124,067 or 8.8 percent, between 2026 and 2027. This increase reflects the 2026 year-to-date trend (including minor account growth of approximately 0.9 percent), and an expectation that residential revenues will increase in 2027 by a rate similar to that experienced from 2025 to 2026.

Impact(s):

- No change to Residential Collection Revenues in 2027.

Commercial Collection Revenues

STR estimated commercial collection revenues to increase by $536,151 or 4.8 percent, between 2026 and 2027. STR based projections of 2027 commercial revenues for each of the member agencies on historical trends between 2025 and 2026 and an expected decrease in commercial activity. The resulting 2027 projected commercial revenue increases were 4.9, 4.1 and 4.8 percent respectively for the City of South Lake Tahoe, El Dorado County, and Douglas County (reflective of the combination of recent rate changes and declining commercial activity).

Upon additional inquiry with STR regarding the decline in projected commercial accounts (shown on page 3 of the Application), the company shifted its software from the Encore system to Soft-Pak. In the prior Encore system, commercial refuse accounts were captured separate from recycling accounts (for the same customer). In the new Soft-Pak system those commercial customer accounts, where a customer subscribes to both refuse and recycling services, are now counted as one account, thus reducing the total number of accounts.

We made an adjustment to City commercial revenues of $232,071 to reflect additional potential growth in commercial activity based on year-to-date 2026 results.

Impact(s):

- Increase in Commercial Collection Revenues of $232,071 in 2027.

Non-Collection Revenues Allocation

For 2027, STR allocated non-collection revenues, including: (1) transfer station and RRF revenues, (2) forestry, federal, and state contracts revenues; and (3) recycled materials sales, between (1) the City of South Lake Tahoe and Douglas County, and (2) El Dorado County. Non-collection revenue totaled $5,425,666.

Revenue allocation percentages were 80.0 percent and 20.0 percent, respectively, for the City of South Lake Tahoe and Douglas County combined, and El Dorado County. We verified this allocation calculation was supported and correct. This allocation method was applied to (1) transfer station and RRF revenues; and (2) forestry, federal, and state contracts revenues, and (3) recycled materials sales revenues.

Impact(s):

- No adjustment.

Transfer Station and RRF Revenues

STR estimated transfer station and RRF revenues to increase by $143,589 or 4.1 percent, between 2026 and 2027, totaling $3,497,730 in projected transfer station/RRF revenues. This escalation is approximately equal to an inflationary increase.

Impact(s):

- No adjustment.

Forestry, Federal, and State Contracts

STR projected a small 6.0 percent ($36,023) change in forestry, federal, and State contract revenues for 2027 as the company does not foresee dramatic changes with operations associated with these contracts.

Impact(s):

- No adjustment.

Recycled Material Sales (Materials Recovery Facility (MRF) and Recycling Sales)

STR estimated revenues associated with the sale of recyclables received at the MRF (primarily aluminum, glass, plastic, cardboard, steel) to decrease by 53.2 percent, to $232,565, between 2026 and 2027, driven by an operational change to close the STR MRF for processing and divert this material to a MRF processing facility in Galt/Sacramento. Following additional conversation with STR after submission of the Application, it was determined that the Galt/Sacramento processor will not pay CRV to STR as this was already reflected in the processing payment quoted. We therefore removed $223,061 in MRF revenues for 2027.

STR projected curbside recycled material sales revenues (primarily aluminum, glass, and plastic) to remain flat for 2027 (i.e., equal to the same as 2023, or $1,104,189) based on projected continued challenges with the recycling marketplace.

Impact(s):

- Reduction in revenues by $223,061 for 2027.

Operating Expenses

Operating Expense Allocation

For 2027, STR allocated operating expenses between (1) the City of South Lake Tahoe and Douglas County, and (2) El Dorado County, based on Rate Year 2027 residential and commercial collection revenues. Revenue allocation percentages were 80 percent and 20 percent, respectively, for the City of South Lake Tahoe and Douglas County together, and El Dorado County.[3] We verified that the allocation calculation was supported and correct.

Impact(s):

- Used collection revenue allocation percentages for operating expense allocations.

Expense Escalation

The CPI we used in this analysis should be based on the most current actual information for the U.S. City Average Garbage and Trash Collection CPI (CPI). For purposes of projecting inflationary costs**,** we used a 4.00 percent CPI consistent with STR's request, or equal to the prior March to March change in the annual index.

[3] For comparison purposes, for the 2024 Base Year Rate analysis, STR allocated operating expenses between (1) the City of South Lake Tahoe and Douglas County, and (2) El Dorado County, based on Rate Year 2024 residential and commercial collection revenues. Revenue allocation percentages were 81 percent and 19 percent, respectively, for the City of South Lake Tahoe and Douglas County together, and El Dorado County.

STR escalated certain general and administrative expenses for 2027, including advertising, utilities, and licenses and fees, using this escalation rate.

Impact(s):

- Used an escalation factor of 4.00 percent for selected inflationary costs.

Direct Labor

STR estimated wages and payroll to decrease by $311,491, or 2.4 percent, from 2026 to 2027. This projected direct labor increase reflects various wage and benefit changes including:

- Actual labor increases included a 3.46% COLA on 1/1/26; another 3.50% COLA is anticipated for FY27
- Health insurance premium increase of 6% on 7/1/26
- Workers' compensation expense increase of 26.13 percent from 2026 to 2027
- Officer salary increases to equal 6 percent of net revenue estimations for 2026 and 2027
- Minor pension expense increase, based on 8.5 percent of labor costs for qualifying employees (where qualifying employees must work at least 1,000 hours after they complete one year of service)
- Offsetting reduction in MRF staff (by 17 FTEs) due to closure of the MRF processing line in 2026 (rerouting of this material to Galt/Sacramento). This included a reduction in benefits associated with these employees.

Impact(s):

- No adjustment.

Equipment Costs and Facility Costs

STR estimated equipment costs and facility costs to remain flat between 2025 and 2026. STR projected equipment costs and facility costs to increase by $111,435 or 4.6 percent, between 2026 and 2027. Factors contributing to changes in these costs included the following:

- STR estimated depreciation costs to remain relatively flat over the 2025 to 2027 period, at $2.19M. The current depreciation for 2027 accounts for retirement of certain assets and additions of a tractor trailer and an alarm system on July 1, 2026.
- STR estimated 2027 rent costs based on the year-to-date 2026 trend and projected 2027 rent costs equal to 2026 rent costs.
- STR estimated 2027 repairs and maintenance costs to increase by $175,476 or 43 percent from 2026 to 2027. This is driven by an increase in the estimated truck maintenance costs for STR to truck material to Galt/Sacramento.

Repair and Maintenance

This adjustment is based on the use of a 3-year average of repair and maintenance costs (2024, 2025, 2026) plus a 4% escalation plus additional truck repairs for trucking to Galt/Sacramento ($14,676), or $517,892. This represents a $65,174 reduction from the 2027 projection of $583,067.

Utilities

STR projected operations utilities costs to increase by 13 percent in 2026. Based on follow up with STR, the actual FY 2026 operations utilities cost was $313,638 versus $404,598. We escalated this $313,638 figure by 4 percent to account for inflation and used a figure of $326,183 for 2027. This reduced the 2027

operations utilities cost by $164,205.

Impact(s):

- Reduction by $229,379 for 2027.

Landfill Disposal Costs

STR landfill disposal costs increased by $299,745 for FY 2025, a 14.20 percent increase from FY 2024, and by $449,903 for FY 2026, an 18.66 percent increase from FY 2025. STR projected landfill disposal costs of $2,869,857 for 2027, with essentially no change from 2026. Landfill disposal costs include Lockwood landfill and Carson City landfill dump fees; disposal costs related to e-waste, tire, asphalt, and food waste recycling; C&D disposal, and alternative daily cover (ADC) dump fees.

Tables 4 and **5,** below, provides a summary of the landfill disposal costs for Lockwood landfill and Carson City landfill, for FY 2025 and FY 2026. Per STR's contract with Lockwood landfill, the rate per ton of MSW/C&D increases each April, based on an index. The landfill disposal costs and tonnage projections do not include disposal costs and tonnage for other material disposal services including facilities other than Lockwood and Carson City landfills. These facilities recycle, process, or dispose of organics (wood chip), foodwaste, additional C&D, e-Waste, Freon, and tires.

Table 5
FY 2025 Actual Landfill Disposal Costs and Tonnage

July 2024 to June 2025	ACTUAL Lockwood Landfill (7/1/24 - 6/30/25) Tons	Tip Fee $	Rate per Ton	ACTUAL Carson City Landfill (7/1/24 - 6/30/25) Tons	Tip Fee $	Rate per Ton	ACTUAL TOTAL (7/1/24 - 6/30/25) Tons	Tip Fee $	Rate per Ton
MSW	4,348.26	$ 106,195.39	$ 24.42	35,426.55	$ 1,004,287.09	$ 28.35	39,774.81	1,110,482.48	$ 27.92
C&D	-	$ -		19,053.36	$ 540,192.54	$ 28.35	19,053.36	$ 540,192.54	$ 28.35
C&D as ADC	-	$ -		-	$ -	$ -	-	-	
Green Waste	-	$ -		-	$ -		-	-	$ -
ADC	-	$ -		13,892.95	$ -	$ -	13,892.95	-	$ -
Total	4,348.26	$ 106,195.39	$ 24.42	68,372.86	$ 1,544,479.63	$ 22.59	72,721.12	$ 1,650,675.02	$ 22.70
Tonnage EXCLUDING no-charge ADC	7%			93%	Total tons excluding no-charge ADC		58,828.17		
							100%		

[a] STR disposes of MSW and C&D (as Alternative Daily Cover, or ADC) at Lockwood Landfill and MSW and C&D at Carson City landfill.

[b] Per STR's contract with Lockwood landfill, the annual tipping fee increased by 7.28 percent in April 2024.

[c] Per STR's contract with Carson City landfill, the annual tipping fee increased by 7.28 percent in December 2025.

Table 6
FY 2026 Estimated Landfill Disposal Costs and Tonnage

July 2025 to June 2026	8% ACTUAL Lockwood Landfill (7/1/25 - 6/30/26) Tons	Tip Fee $	Rate per Ton	92% ACTUAL Carson City Landfill (7/1/25 - 6/30/26) Tons	Tip Fee $	Rate per Ton	100% ACTUAL TOTAL (7/1/25 - 6/30/26) Tons	Tip Fee $	Rate per Ton
MSW	2,948.73	$ 76,509.08	$ 25.95	32,523.02	$ 962,681.28	$ 29.60	35,471.75	1,039,190.36	$ 29.30
C&D	-	$ -		15,071.12	$ 446,105.19	$ 29.60	15,071.12	$ 446,105.19	$ 29.60
C&D as ADC	-	$ -		-	$ -	$ -	-	-	
Green Waste	-	$ -		-	$ -		-	-	$ -
ADC	-	$ -		17,342.03	$ -	$ -	17,342.03	-	$ -
Total	2,948.73	$ 76,509.08	$ 25.95	64,936.17	$ 1,408,786.47	$ 21.69	67,884.90	$ 1,485,295.55	$ 21.88
Tonnage EXCLUDING no-charge ADC	6%			94%	Total tons excluding no-charge ADC		50,542.87		
							100%		

[a] STR disposes of MSW and C&D (as Alternative Daily Cover, or ADC) at Lockwood Landfill and MSW and C&D at Carson City landfill.

[b] Per STR's contract with Lockwood landfill, the annual tipping fee increased by 4.44 percent in April 2025.

[c] Per STR's contract with Carson City landfill, the annual tipping fee increased by 4.44 percent in December 2025.

In projecting landfill dump fees, STR accounted for changes in both tonnage and tipping fees. STR provided documentation from landfills (e.g., rate change letters) to support the tipping fees they used in their projections. STR continues to employ a greater use of Carson City Landfill and is currently managing the flow of materials to both Lockwood and Carson City Landfills depending on the material type, fee, trucking staff availability, time of year, and the ultimate disposition (e.g., disposal versus diversion).

Other disposal items (which represent primary drivers for the Landfill Disposal Cost increase) include:

- STR has made efforts to employ the two landfills to optimize its disposal/ADC mix. These year-over-year disposal cost increases are supported increases in tipping fee rates charged by third-parties (e.g., for composting).
- STR paid Tahoe Asphalt (not a related party) a processing fee of between $9.00 and $9.40 per ton to recycle asphalt and concrete from roadways during FY 2026. STR directed 81,956 tons of C&D material to Tahoe Asphalt in FY 2026, an increase from 47,244 tons in FY 2025. This resulted in a large increase in total payments to Tahoe Asphalt (FY 2026 total of $776,324, up from $433,933 in FY 2025). The company projected this dollar amount to decline in FY 2027 to $333,007. STR did indicate that it negotiated a cap of 35,000 tons in calendar year 2026 and 30,000 tons in calendar year 2027 with Tahoe Asphalt. Additionally, STR was informed by CalRecycle during a site visit that the C&D diversion percentage used for calculating CalGreen compliance for local contractors must be calculated only using the Transfer Station's material. Therefore, although the Tahoe Asphalt tonnage is legitimate diversion, that tonnage can't be used to reach the 65% recycling goal required for CalGreen projects so STR has redirected C&D diversion efforts, now taking C&D materials for processing at California facilities (e.g., L&D in Sacramento).
- As shown in the table below, and given the fact that material disposed with Tahoe Asphalt cannot be used when calculating California's CalGreen 65% diversion requirements for local contractors using the Transfer Station, STR is shifting its C&D tonnage to L&D in Sacramento, However, this results in STR paying a much larger tipping fee rate ($80 per ton) to L&D than the $9 to $10 per ton rate at Tahoe Asphalt. Likewise, STR is increasing its use of Full Circle to process yardwaste materials as Bently no longer takes ground wood waste material. This also results in a net increase in the per ton rate (from $13.73 per ton at Bently to $29.45 per ton at Full Circle).
- Bently Ranch recently notified STR at the end of August 2027 that they will no longer accept any material from STR so they have been working to locate alternative locations besides Full Circle for better pricing. At the time of this writing, STR had negotiated with Waste Management to bring ground green waste to Lockwood for use as ADC, but that is only an option for the Nevada portion of STR's business since California does not allow ground green waste to be used as ADC.
- Following submission of the Application, STR reexamined its yardwaste material strategy and determined that through the use of Lockwood Landfill for a portion of yardwaste material (originating from Nevada) and maximizing shipping load weights could reduce the projected 2027 landfill disposal cost by $141,403.
- STR management monitors C&D load weights daily and has regular check-ins with loader operators to ensure they're maximizing load weights. STR also utilizes the largest truck/trailer appropriate for the material when hauling longer distances.

South Tahoe Refuse
Selected Material Tonnages and Tipping Fees (2024/5-2026/7) in Application

Facility Utilized	Tonnage			Fees		
	2024/25	2025/26	2026/27	2026/27	2025/26	2026/27
L&D (C&D)	0	2,052	6,200	0	$164,160	$496,000
Tahoe Asphalt	47,244	81,956	33,132	$433,933	$776,324	$333,007
Full Circle (Yard)	8,401	8,083	14,400	$216,182	$233,719	$424,077
Full Circle (Food Waste)	433	484	505	$34,633	$38,762	$40,400
Bently (Yard)	9,545	9,552	3,181	$25,658	$131,143	$81,841
Total	65,623	102,127	57,418	$710,407	$1,344,108	$1,375,326

Impact(s):

- Reduction by $141,403 for 2027.
- Due to shifts in disposal facilities for various materials (i.e., shifting from use of Tahoe Asphalt to L&D), we recommend that the JPA monitor actual use of these facilities and consider a true up of costs against actual results for these other materials. For example, during the upcoming two interim years, other material disposal costs could be separately delineated in the Interim Year Application in a similar way to landfill disposal.

Office Salaries

STR estimated office salaries to increase by $55,081.52, or 6.14 percent, between 2025 and 2026. STR projected office salary expenses of $985,527.05for 2027, representing a 3.5 percent increase from 2026. This projected increase from 2026 to 2027 accounts for projected wage and benefit changes as follows:

- Actual labor increases included a 3.46% COLA on 1/1/26; another 3.50% COLA is anticipated for FY27
- Health insurance premium increase of 6% on 7/1/26
- Workers' compensation expense increase of 26.13 percent from 2026 to 2027
- Officer salary increases to equal 6 percent of net revenue estimations for 2026 and 2027
- Pension expense increase, based on 8.5 percent of labor costs for qualifying employees (where qualifying employees must work at least 1,000 hours).

We removed one-time office staff overtime costs for office staff involved in the conversion of the solid waste management system from Encore to Soft-Pak of $41,716.

Impact(s):

- Reduction by $41,716 for 2027.

General and Administrative Costs

Cost of Goods Sold

STR estimated cost of goods sold to remain flat from 2026 to 2027 to align with stable expected recycling revenue.

Advertising, Postage, Utilities, Licenses and Fees

STR escalated advertising, postage, utilities, and licenses and fees using year-to-date 2026 trends. STR projected 2027 costs based on applying the CPI percent increase to estimated 2026 costs.

Contract Labor

STR estimated contract labor to increase by 51.51 percent, between 2026 and 2027, based on alignment with the growth in commercial revenues. STR projected $486,647 in new contract labor costs to account for hauling single stream recyclables to Galt/Sacramento as well as additional costs for the transport of C&D materials (Derner Trucking and Tahoe Asphalt). Following submission of the Application, STR determined that it could reduce the number of annual outsourced loads to Galt/Sacramento by using its AMFAB compactor to increase per load weights. This resulted in a decrease in 2027 contract trucking costs of $266,763.

Following submission of the Application, STR indicated that the costs incurred for Arbuckle Consulting Services in 2026 could be removed from the 2027 projection, equal to $153,250.

Following submission of the Application, STR reexamined its yardwaste material strategy and determined that through the use of Lockwood Landfill for a portion of yardwaste material (originating from Nevada) and maximizing shipping load weights could reduce the projected 2027 contract labor trucking cost for yardwaste material used as ADC by $13,485.

General Insurance

STR estimated general insurance expenses to increase by $143,571, or 19.94 percent, between 2026 and 2027. Total general insurance projected for 2027 equals $863,592. STR provided general insurance documentation pertaining to the increased costs (premiums). In total, general insurance premiums are quoted to increase by 19.94 percent for STR and related parties based on a letter provided April 30, 2026. We calculated general insurance costs equal to the FY 2025/26 figure ($720,020) escalated by CPI percent increase of 4.00% (equal to $748,820.82), representing a reduction of $114,771.

Worker’s Compensation Insurance

STR estimated worker’s compensation insurance expenses to increase to $607,966, or 26.13 percent, between 2026 and 2027 based on premium increases and current claim/incident levels. We calculated worker’s compensation insurance costs by escalating estimated FY 2026 costs by 26.13 percent (equal to $539,563), representing a reduction of $68,403 in the projected figure.

Fuel

STR estimated a fuel increase of $194,019 for 2027, a 23 percent escalation, between 2026 and 2027. This increased fuel costs to $1,034,316. We calculated 2027 fuel costs by escalating FY 2024/25 actual fuel costs of $695,814 by 16.5 percent for 2026 and 2027 (based on the actually observed year over year fuel cost increase of 16.5 percent for FY 2025/26). This resulted in a reduction in 2027 projected fuel costs of $89,973 from $1,034,316 to 944,343.

Hazardous Materials

STR projected hazardous materials costs to increase by 28 percent in 2026 and remain flat in 2027. We adjusted this cost to use a three-year average (2024, 2025, 2026) with a 4 percent escalation. This reduced the 2027 cost by $13,434 to $201,028.

Office Expense

STR projected office expenses to increase by 42 percent in 2026 and remain flat in 2027. We adjusted this cost to use a two-year average (2025, 2026) with a 4 percent escalation. This reduced the 2027 cost by $42,019 to $259,086 (not including postage).

Professional Fees

STR projected professional fees to remain relatively flat between 2025 and 2027. Based on follow up with STR, STR determined that the annual software fee associated with the previous Encore system (required to look up historical account information) could be removed of $15,749.

Utilities

STR projected administrative utilities costs to increase by 28 percent in 2026. Based on follow up with STR, the actual FY 2026 administrative utilities cost was $145,393 versus $149,948. We escalated this $145,393 figure by 4 percent to account for inflation and used a figure of $151,209 for 2027. This reduced the 2027 administrative utilities cost by $4,747.

Impact(s):

- Decrease in total general and administrative costs by $782,596 in 2027.

MRF Principal and Interest Payments (El Dorado County)

STR projected El Dorado County's portion of MRF principal and interest payments of $542 for 2027. The MRF debt financing is through a Bank of America term loan of $2 million. STR estimated that approximately 38.3 percent of the term loan is related to the MRF. STR allocated 38.3 percent of financing costs, to MRF principal and interest payments. STR then determined El Dorado County's portion of MRF principal and interest payments, based on the 2027 collection revenue allocation percentage (20 percent). We found this approach to determining the MRF principal and interest cost for El Dorado County reasonable.

Impact(s):

- No adjustment.

RRF Principal and Interest Payments (El Dorado County)

STR projected El Dorado County's portion of 2027 RRF principal and interest payments to equal $31,194. The RRF debt financing is through a California Pollution Control Financing Authority (CPCFA) 2008 Bond of $16.615 million, which was subsequently refinanced with a Bank of America loan in 2015 and then to a Customers Bank Loan in 2024. STR determined El Dorado County's portion of RRF principal and interest payments, based on the 2027 total collection revenue allocation percentage (20 percent). We found this approach to determining the RRF principal and interest cost for El Dorado County reasonable.

Impact(s):

- No adjustment.

Other Interest Expenses

Other interest expenses include interest on debt used to finance STR operations, excluding the MRF/RRF building financing. STR projected other interest expenses of $687,434 for 2027. STR then determined El Dorado County's portion of other interest expenses, based on the 2027 total collection revenue allocation percentage (20 percent), or $138,351.

Impact(s):

- No adjustment.

Operating Profit

In accordance with the Manual, for the City of South Lake Tahoe and Douglas County, a profit is allowed based on a sliding scale which varies with STR's recovery percentage; and for El Dorado County, a profit is allowed, based on a targeted operating ratio ranging between 87 and 91 percent. In a base year, if rates change, STR applies an 89 percent operating ratio for the base year calculation.

In the Application, STR used an 87 percent operating ratio for the City of South Lake Tahoe and Douglas County, and an 89 percent operating ratio for El Dorado County. STR provided Waste Facility Diversion Summary Reports, which included monthly tons diverted through six (6) operations: (1) MRF floor sort, (2) MRF line sort, (3) RRF, (4) alternate daily cover (ADC), (5) recycle center, and (6) direct export. Based on its diversion reports, STR's recovery rate was approximately 62 percent for 2025 and 70 percent for 2026.

We calculated operating profit based on our adjustments to the estimated 2026 and projected 2027 allowable operating costs. We decreased operating profits by $172,365 in 2027.

Impact(s):

- Decrease in Operating Profits by $172,365 in 2027.

Pass-Through Costs

MRF Principal Payments (City and Douglas)

STR projected the City of South Lake Tahoe and Douglas County's portion of MRF principal payments of $738 for 2027. The MRF debt financing was through a Bank of America term loan of $2 million (which was subsequently refinanced to a Bank of America loan in FY15). STR estimated that approximately 38.3 percent of the term loan is related to the MRF. For the Bank of America term loan, STR projected principal payments based on loan balances. STR allocated 38.3 percent of financing costs, to MRF principal payments. STR then determined the City of South Lake Tahoe and Douglas County's portion of MRF principal payments, based on the 2023 collection revenue allocation percentage (80 percent).

Impact(s):

- No adjustment.

RRF Principal Payments (City and Douglas)

STR projected the City of South Lake Tahoe and Douglas County's portion of RRF principal payments of $42,518 in 2027. The RRF debt financing is through a CPCFA 2008 Bond of $16.615 million. For the bond financing, STR projected principal payments based on bond balances. STR allocated 100 percent of financing costs, to RRF principal payments. STR then determined the City of South Lake Tahoe and Douglas County's portion of RRF principal payments, based on the 2023 total collection revenue allocation percentage (80 percent).

Impact(s):

- No adjustment.

MRF and RRF Interest Expenses (City and Douglas)

STR projected the City of South Lake Tahoe and Douglas County's portion of MRF and RRF interest payments of $82,694 for 2027. The MRF debt financing was through a Union Bank term loan of $2 million

(which was subsequently refinanced to a Bank of America loan in FY15). STR estimated that approximately 38.3 percent of the term loan is related to the MRF. The RRF debt financing is through a CPCFA 2008 Bond of $16.615 million.

For the MRF and RRF debt financing, STR projected principal payments based on debt balances, and interest payment based on general ledgers. STR then determined the City of South Lake Tahoe and Douglas County's portion of MRF and RRF interest payments, based on the 2023 collection revenue allocation percentage (80 percent).

Impact(s):

- No adjustment.

Other Interest Expenses

Other interest expenses are interest on debt used to finance STR operations, excluding the MRF/RRF building financing. Recently financed assets include new trucks. STR projected other interest expenses of $687,434 for 2027. STR then determined the City of South Lake Tahoe and Douglas County's portion of other interest expenses, based on the 2023 total collection revenue allocation percentage (80 percent). STR included other interest expenses of $549,082, for the City of South Lake Tahoe and Douglas County's portion, under pass-through costs.

Impact(s):

- No adjustment.

Recycling Revenue Bonus

In accordance with the Manual, STR is allowed a recycling revenue bonus, which is tied to STR's diversion levels. For 2027, STR is allowed a 50 percent recycling revenue share, by exceeding the minimum diversion rate of 47 percent. STR projected a recycling revenue bonus of $277,958 for 2027. This calculation is based on: (total recycling revenues less cost of goods sold) x 0.50, or ($1,1064,723 - $548,271) x 0.50, or $258,226. This $258,226 share amount is included as a pass-through cost in the rate model.

Impact(s):

- No change in total Recycling Revenue Bonus. We adjusted the total amount to shift a portion of the share to El Dorado County ($51,970) which was not included in the original Application.

Franchise Fees

STR calculated and allocated projected franchise fees, based on 2027 projected collection revenues and transfer fees, multiplied by franchise fee rates. The Manual allocates franchise fees based on gross residential, commercial, and recycling revenues. The City of South Lake Tahoe receives six (6) percent of gross revenues, El Dorado County receive five (5) percent of gross revenues and Douglas County receives three (3) percent of gross revenues. Below, we list the revenue sources used for Member Agency franchise fee calculations:

- City of South Lake Tahoe, 6 percent of the following:
  - City residential collection revenues
  - City commercial collection revenues
  - Transfer station and RRF revenues

- El Dorado County, 5 percent of the following:
  - County residential collection revenues
  - County commercial collection revenues
- Douglas County, 3 percent of the following:
  - County residential collection revenues
  - County commercial collection revenues.

Recycling material sales revenues, which includes MRF and recycling sales revenues, are not included in franchise fee calculations. STR projected franchise fees of $1,546,884 for 2027, including franchise fees of $1,253,411 for the City of South Lake Tahoe and Douglas County, and franchise fees of $293,473 for El Dorado County.

We projected franchise fees of $1,751,683 for 2027, including franchise fees of $1,250,016 for the City of South Lake Tahoe, $173,767 for Douglas County, and $327,901 for El Dorado County. The adjustments to the franchise fee number are the result of modifying the figures based on lower revenue requirement from the other adjustments noted in previous sections of the report and the company underestimating the level of franchise fees (inclusive of the rate increase) in the original Application.

Impact(s):

- Increase in franchise fee costs by $204,799 in 2027.

F. Results of Base Year 2027 Analysis

Crowe's Analysis of the Application, and as shown in Attachment C, results in an 11.46 percent rate increase for the City of South Lake Tahoe, a 9.42 percent rate increase for Douglas County; and a 9.29 percent rate increase for El Dorado County, assuming an implementation date of January 1, 2027. This calculation reduces the Application request by $1.17M for 2027. These rate increases will cover the following revenue shortfalls:

- $2,142,342 revenue shortfall for the City of South Lake Tahoe, 11.46 percent rate increase for 2027 (difference from Douglas County is due to franchise fee differences (6% of gross revenues for SLT and 3% of gross revenues for Douglas County))
- $498,579 revenue shortfall for Douglas County, or a 9.42 percent rate increase for 2027
- $557,697 revenue shortfall for El Dorado County, or a 9.29 percent rate increase for 2027.

* * * * *

This Analysis is substantially different from an audit, examination, or review in accordance with Generally Accepted Auditing Standards, the objective of which is to express an opinion regarding STR financial statements. Accordingly, we do not express such an opinion.

The consulting services did not contemplate obtaining the understanding of STR internal controls or assessing control risk, tests of accounting records and responses to inquiries by obtaining corroborating evidential matter, and certain other procedures ordinarily performed during an audit or examination. Thus, this engagement was not intended to provide assurance that we would become aware of significant matters that would be disclosed in an audit or examination.

As part of this Analysis, the JPA agreed to be responsible to: make all management decisions and perform all management functions; designate an individual who possesses suitable skill, knowledge, and/or experience, preferably within senior management to oversee our services; evaluate the adequacy and results of the services performed; accept responsibility for the results of the services; and establish and maintain internal controls, including monitoring ongoing activities. The JPA has authority for recommending rate changes to each JPA jurisdiction, and each JPA jurisdiction has the ultimate authority to approve rate changes.

Crowe's fees are not dependent upon the outcome of this report and Crowe is independent with respect to any other economic interests.

* * * * *

We appreciate the contribution of JPA management and your input and direction on this project. We also thank STR management for its timely responses to our data requests. If you have any questions regarding this report, please call Erik Nylund at (415) 230-4963, or email erik.nylund@crowe.com.

Attachment A: Proposed Residential and Commercial Rate Structures

Residential Rates

Summary

Rate Change	
1. Percent Rate Change Requested (City of South Lake Tahoe)	11.46%
Percent Rate Change Requested (Douglas County)	9.42%
Percent Rate Change Requested (El Dorado County)	9.29%

Residential Rate Schedule

Rate Schedule (per customer, per month)		Current Rate	Rate Adjustment	New Rate
2. City of South Lake Tahoe				
2.1. Unlimited service	Note 1	$ 49.10	$ 5.63	$ 54.73
2.2. Mandated pickup per 32-gallon can/bag		10.29	1.18	11.47
2.3. Mandated pickup per cubic yard		68.79	7.88	76.67
2.4. Qualified senior rate	Note 1	30.26	3.47	33.73
2.5. House service - 1 can	Note 1	56.08	6.43	62.51
2.6. House service - 2 cans	Note 1	63.10	7.23	70.33
2.7. House service - 3 cans	Note 1	70.08	8.03	78.11
2.8. Residential - All other services		-	-	-
3. Douglas County				
3.1. 1, 32-gallon can		$ 30.02	$ 2.83	$ 32.85
3.2. 2, 32-gallon cans		57.79	5.44	63.23
3.3. 3, 32-gallon cans		88.14	8.30	96.44
3.4. 4, 32-gallon cans		115.92	10.92	126.84
3.5. 5, 32-gallon cans		142.37	13.41	155.78
3.6. 6, 32-gallon cans		184.69	17.40	202.09
3.7. One extra 32-gallon can (also the seasonal service rate)		7.53	0.71	8.24
3.8. Per cubic yard		48.49	4.57	53.06
3.9. 1, 45-gallon can		36.41	3.43	39.84
3.10. 2, 45-gallon cans		69.98	6.59	76.57
3.11. 3, 45-gallon cans		106.66	10.05	116.71
3.12. One extra 45-gallon can - DISCONTINUED 1/1/25			-	-
3.13. 1, 35-gallon cart		30.02	2.83	32.85
3.14. 1, 65-gallon cart		57.79	5.44	63.23
3.15. 1, 95-gallon cart		69.98	6.59	76.57
4. El Dorado County				
4.1. Unlimited service		$ 52.55	$ 4.88	$ 57.43
4.2. Mandated pickup per 32-gallon can/bag		11.01	1.02	12.03
4.3. Mandated pickup per cubic yard		63.01	5.85	68.86
4.4. Qualified senior rate		34.25	3.18	37.43
4.5. House service per can		6.64	0.62	7.26
4.6. 1 (32-gallon) can		23.83	2.21	26.04
4.7. 2 (32-gallon) can		32.00	2.97	34.97
4.8. 3 (32-gallon) can		38.67	3.59	42.26
4.9. 4 (32-gallon) can		45.32	4.21	49.53
4.10. 1 (45-gallon) can		27.65	2.57	30.22
4.11. 2 (45-gallon) can		33.63	3.12	36.75
4.12. 3 (45-gallon) can		42.91	3.99	46.90
4.13. extra can (32- or 45-gallon)		7.37	0.68	8.05

Note 1: Rate does not include City surcharges: street sweeping and nuisance abatement

Fiscal Year: ***2027***

Commercial Rate Structure

Summary

1.	Percent Rate Change Requested (City of South Lake Tahoe)	**11.46%**
	Percent Rate Change Requested (Douglas County)	**9.42%**
	Percent Rate Change Requested (El Dorado County)	**9.29%**

2.

	Current Rate	Rate Adjustment	New Rate
City of South Lake Tahoe			
Per cubic yard	$ 56.17	$ 6.44	$ 62.61
Per 32-gal can/bag	$ 7.73	$ 0.89	$ 8.62
Per 45-gal can/bag	$ 9.61	$ 1.10	$ 10.71
Compacted rate per yard	$ 78.80	$ 9.03	$ 87.83
Douglas County			
Per cubic yard	$ 44.07	$ 4.15	$ 48.22
Per 32-gal can/bag	$ 6.92	$ 0.65	$ 7.57
Compacted rate per yard	$ 56.96	$ 5.37	$ 62.33
El Dorado County - Area A			
Per cubic yard	$ 63.01	$ 5.85	$ 68.86
Per 32-gal can/bag	$ 11.01	$ 1.02	$ 12.03
Compacted rate per yard	$ 84.36	$ 7.84	$ 92.20
El Dorado County - Area A			
Per cubic yard	$ 25.09	$ 2.33	$ 27.42
Per 32-gal can/bag	$ 6.64	$ 0.62	$ 7.26
Compacted rate per yard	$ 57.03	$ 5.30	$ 62.33

Year: **2027**

Attachment B: 2027 Base Year Rate Application

South Tahoe Refuse & Recycling Services

2140 Ruth Avenue • South Lake Tahoe • California • 96150 • phone: (530) 541-5105 • fax: (530) 544-2608

May 28, 2026

Brooke Laine, Board Member
Keith Roberts, Board Member
Wesley Rice, Board Member
South Lake Tahoe Basin Waste Management Authority
1901 Lisa Maloff Way
South Lake Tahoe CA 96150

Via E-mail

Dear Board Members,

Enclosed herein is our management representation letter and 2027 base year rate application.

We have calculated our rate adjustment based on the Solid Waste Rate Setting Policies and Procedures Manual dated March 30, 2012 (the "Rate Manual"). We have calculated a rate increase effective January 1, 2027 of 15.47% for the City of South Lake Tahoe and Douglas County and an 11.59% increase for El Dorado County.

We recognize that the proposed rate increases may have a significant impact on the ratepayers, particularly at a time when costs are continuing to rise across all sectors of the economy. We understand the financial challenges many customers are facing and remain committed to balancing the need to maintain reliable, high-quality service with our responsibility to keep rates as reasonable and affordable as possible. Accordingly, we are open to discussing potential alternatives, if necessary, which may provide some relief to our ratepayers.

The calculated base-year rate adjustments are primarily attributable to the following:

- We have forecasted gross revenues to increase approximately 5.27% in FY2027 based on projected customer counts and trends seen based on current rates and current volume of material. The future value of recyclable commodities is difficult to predict and as such we have estimated recycling revenue to remain flat with current operations.
- Effective July 1, 2026, we will begin outsourcing our Material Recovery Facility. With this change, we plan to lay off 17 employees, an estimated savings of approximately $1,360,900 in wages and related benefits. Electric utilities are anticipated to drop approximately $43,890. This will be offset with an increase in estimated trucking costs of $486,650 and estimated processing fees of $133,000. MRF revenues totaled $458,840 for the fiscal year ended June 30, 2025 and we

project this will be replaced with estimated CRV revenue totaling $223,060. The total projected savings from outsourcing the facility are estimated at $549,360.

- We have recently obtained renewal notices for our insurance coverage and we have applied the increases from these renewals to our projected costs for FY2027. We have estimated a 6.00% increase in health insurance premiums, 26.13% increase in workers compensation, and a 19.94% increase in general insurance.
- Recent spikes in the cost of diesel have driven up our fuel expenses. We have projected FY2027 costs to increase 18% based on the change in the annual average U.S. No 2 Diesel retail prices reported by the EIA.
- Disposal fees have been affected by recent rate increases. Costs are anticipated to be 18% higher in FY2026 compared to FY2025. We have projected FY2027 expenses based on estimated tonnage and rates for each landfill/location with C&D material moving to the contract labor expense.
- We have variable interest rates on our loans with Customers Bank. We have projected a 5.41% interest rate for FY2027.
- We value our employees and in an effort to retain qualified staff, we implemented a 3.46% Cost of Living Adjustment (COLA) effective 1/1/2026. We have forecasted an additional 3.50% COLA effective 1/1/2027.
- In regard to cost allocations and methodologies on page 1-14 of the rate guide, we have made the following assumptions: while we have done a different profit calculation for El Dorado County as dictated under the rate guide, for purposes of allocating the different JPA jurisdictions, we have followed the historical methodology of allocating costs based on total collection revenue percentages for all categories. No attempt has been made to allocate actual costs to either a specific franchise area or different service types within a franchise area.

We welcome your input and look forward to working with you on how we should best proceed with the rate adjustments.

Management reviews and accepts responsibility for the rate application. The application is based upon management's judgment of the most likely set of conditions and course of action. All significant relevant information has been made available. Assumptions are reasonable and accurate.

Sincerely yours,

Jeffery Tillman

This signature provides a certification of the franchise hauler that the application is complete, accurate, and consistent with the instructions provided in the rate manual.

Enclosures:
- 2027 Base Year Rate Application, pages 1-3
- Proposed rate schedule for residential and commercial accounts excluding city surcharges and infrequent services (included on pages 1 and 3 of the 2027 Base Year Rate Application)
- June 30, 2025 Audited Financial Statements
- Support documentation (Due to the volume of calculations we have provided an electronic copy only since hard copy would not be practical)
- Reconciliation of the rate application to the audited financial statements (included within the support documentation above)

Base Year Rate Application

Summary

Rate Change

1.	Percent Rate Change Requested (City of South Lake Tahoe and Douglas County)	15.47%
	Percent Rate Change Requested (El Dorado County)	11.59%

Residential Rate Schedule

	Rate Schedule (per customer, per month)		Current Rate	Rate Adjustment	New Rate
2.	City of South Lake Tahoe				
2.1.	Unlimited service	Note 1	$ 49.10	$ 7.60	$ 56.70
2.2.	Mandated pickup per 32-gallon can/bag		10.29	1.59	11.88
2.3.	Mandated pickup per cubic yard		68.79	10.64	79.43
2.4.	Qualified senior rate	Note 1	30.26	4.68	34.94
2.5.	House service - 1 can	Note 1	56.08	8.68	64.76
2.6.	House service - 2 cans	Note 1	63.10	9.76	72.86
2.7.	House service - 3 cans	Note 1	70.08	10.84	80.92
2.8.	Residential - All other services		-	-	-
3.	Douglas County				
3.1.	1, 32-gallon can		$ 30.02	$ 4.64	$ 34.66
3.2.	2, 32-gallon cans		57.79	8.94	66.73
3.3.	3, 32-gallon cans		88.13	13.63	101.76
3.4.	4, 32-gallon cans		115.92	17.93	133.85
3.5.	One extra 32-gallon can (also the seasonal service rate)		7.52	1.16	8.68
3.6.	On-call 32-gallon can billed monthly/arrears		48.49	n/a	-
3.7.	Per cubic yard		36.41	5.63	42.04
3.8.	1, 45-gallon can		69.98	10.83	80.81
3.9.	2, 45-gallon cans		106.66	16.50	123.16
3.10.	3, 45-gallon cans		9.17	1.42	10.59
3.11.	One extra 45-gallon can (also the seasonal service rate)		30.02	4.64	34.66
3.12.	On-call 45-gallon can billed monthly/arrears		57.79	n/a	-
3.13.	Residential - All other services		69.98	10.83	80.81
4.	El Dorado County				
4.1.	Unlimited service		$ 52.55	$ 6.09	$ 58.64
4.2.	Mandated pickup per 32-gallon can/bag		11.01	1.28	12.29
4.3.	Mandated pickup per cubic yard		63.01	7.30	70.31
4.4.	Qualified senior rate		34.25	3.97	38.22
4.5.	House service per can		6.64	0.77	7.41
4.6.	Residential - All other services (Area B - formerly ARD)		27.03	3.13	30.16

Certification

To the best of my knowledge, the data and information in this application is complete, accurate, and consistent with the instructions provided by the South Lake Tahoe Basin Waste Management Authority.

Name: Jeffery R. Tillman

Title: President

Signature:

Date: 5/29/21

Note 1: Rate does not include City surcharges: street sweeping and nuisance abatement

Base Year Rate Application

Financial Information for All Three Jurisdictions

		Actual Audited Prior Year All Three Jurisdictions 6/30/2025	Forecast Current Year All Three Jurisdictions 6/30/2026	Forecast Base Year City of SLT and Douglas County 6/30/2027	Forecast Base Year El Dorado County 6/30/2027
	Section I--Allowable Operating Costs				
5.	Direct Labor	$ 12,228,065	$ 13,053,106	$ 10,177,272	$ 2,564,344
6.	Equipment Costs and Facility Costs	2,346,453	2,448,300	2,044,569	515,165
7.	Landfill Disposal Costs	2,411,360	2,861,263	2,292,277	577,580
8.	Office Salaries	1,748,885	1,907,584	1,714,830	432,082
9.	General and Administrative Costs	6,502,628	7,442,068	6,625,612	1,669,440
10.	MRF Principal and Interest Payments (El Dorado County)	655	549	0	542
11.	RRF Principal and Interest Payments (El Dorado County)	37,699	31,622	0	31,194
	Other Interest Expenses (El Dorado County)	194,460	149,319	0	138,351
12.	**Total Allowable Operating Costs**	$ 25,470,203	$ 27,893,811	$22,854,560	$ 5,928,698
	Section II--Allowable Operating Profit				
13.	Operating Ratio	87.00%	87.00%	87.00%	89.00%
14.	Allowable Operating Profit	$ 3,805,892	$ 4,168,041	$3,415,049	$732,760
	Section III--Pass Through Costs without Franchise Fees				
15.	MRF Principal Payments (City and Douglas)	$777	$687	$738	$0
16.	RRF Principal Payments (City and Douglas)	44,754	39,530	42,518	0
17.	MRF and RRF Interest Expenses (City and Douglas)	106,684	87,465	82,694	0
	Other Interest Expenses (City & Douglas)	771,765	592,811	549,083	0
18.	RRF Fund Credit	0	0	0	0
19.	Recycling Revenue Bonus	324,398	188,747	258,226	0
20.	**Total Pass Through Costs**	$1,248,378	$909,039	$933,259	$0
	Section IV--Revenue Requirement without Franchise Fees				
21.	Total Allowable Operating Costs (Line 12) plus Allowable Operating Profit (Line 14) plus Total Pass Through Costs (Line 20)	$ 30,524,473	$ 32,970,891	$27,202,868	$6,661,458
	Section V--Revenues without Rate Change in Base Year				

	Residential Revenues	Current Rate/Month	Months	Projected Accounts		Total	
	City of South Lake Tahoe						
22.	Unlimited service	$ 49.10	12	14,370		$ 8,466,804	
23.	Mandated pickup per 32-gallon can/bag	10.29	12	-		-	
24.	Mandated pickup per cubic yard	68.79	12	-		-	
25.	Qualified senior rate	30.26	12	173		62,820	
26.	House service - 1 can	56.08	12	-		-	
27.	House service - 2 cans	63.10	12	-		-	
28.	House service - 3 cans	70.08	12	-		-	
29.	Residential - All other services	-	12	-		-	
	Douglas County						
30.	1, 32-gallon can	$ 30.02	12	752		$ 270,900	
31.	2, 32-gallon cans	57.79	12	290		201,109	
32.	3, 32-gallon cans	88.13	12	35		37,015	
33.	4, 32-gallon cans	115.92	12	4		5,564	
34.	One extra 32-gallon can (also the seasonal service rate)	7.52	12	0		-	
35.	On-call 32-gallon can billed monthly/arrears	48.49	12	0	# pickups	-	
36.	Per cubic yard	36.41	12	77		33,643	
37.	1, 45-gallon can	69.98	12	24		20,154	
38.	2, 45-gallon cans	106.66	12	4		5,120	
39.	3, 45-gallon cans	9.17	12	0		-	
40.	One extra 45-gallon can (also the seasonal service rate)	30.02	12	662		238,479	
41.	On-call 45-gallon can billed monthly/arrears	57.79	12	266	# pickups	184,466	
42.	Residential - All other services	69.98	12	51		42,828	
	El Dorado County						
43.	Unlimited service	$ 52.55	12	6,690			$ 4,218,714
44.	Mandated pickup per 32-gallon can/bag	11.01	12	0			-
45.	Mandated pickup per cubic yard	63.01	12	0			-
46.	Qualified senior rate	34.25	12	131			53,841
47.	House service per can	6.64	12	0			-
48.	Residential - All other services (Area B - formerly ARD)	27.03	12	178			57,736

49.	Residential Revenues Subtotal			$ 9,568,901	$ 4,330,291
50.	Less: Allowance for Uncollectible Residential Accounts			-	-
51.	Total Residential Revenues (without Rate Change in Base Year)	$ 11,749,095	$ 12,775,125	$ 9,568,901	$ 4,330,291
52.	Commercial Revenues			$ 10,878,811	$ 837,252
53.	Less: Allowance for Uncollectible Commercial Accounts			-	-
54.	Total Commercial Revenues (without Rate Change in Base Year)	$ 10,305,040	$ 11,179,912	$ 10,878,811	$ 837,252
55.	Transfer Station and RRF Revenues (AND FORESTRY, FED, STATE CONTRACTS)	3,878,025	3,958,270	3,305,103	832,779
56.	Recycled Material Sales	1,630,225	1,573,864	1,028,608	259,176
57.	**Total Revenues** (Lines 51 + 54 + 55 + 56)	$ 27,562,386	$ 29,487,171	$ 24,781,423	$ 6,259,498
	Section VI--Net Shortfall (Surplus)				
58.	Net Shortfall (Surplus) without Franchise Fees (Line 21 - Line 57)	$ 2,962,088	$ 3,483,720	$ 2,421,445	$ 401,960
59.	Residential and Commercial Franchise Fees	$ 1,373,535	$ 1,469,454	$ 1,253,411	$ 293,473
60.	Net Shortfall (Surplus) with Franchise Fees (Lines 58 +59)	$ 4,335,623	$ 4,953,174	$ 3,674,856	$ 695,433
	Section VII--Percent Change in Rates				
61.	Total Residential, Commercial, Transfer Station, and RRF Revenues Prior to Rate Change (Line 51 +54 + 55)		$ 27,913,307	$ 23,752,816	$ 6,000,322
62.	Percent Change in Existing Residential/Commercial/Transfer Station/RRF Rates (Line 60 ÷ Line 61)		17.74%	15.47%	11.59%

Fiscal Year: ***2027*** ***Page 2 of 3***

Base Year Rate Application

Operating Information

		Prior Year Audited Information All Three Jurisdictions	Current Year Estimated Information All Three Jurisdictions	Percent Change	Base Year Projected Information City of SLT and Douglas County	Base Year Projected Information El Dorado County	Percent Change
	Section VIII–Operating Data						
		(1)					
63.	Residential Accounts	19,872	20,027	0.78%	13,204	6,999	0.88%
64.	Multi-family Accounts	3,572	3,572	0.00%	3,572	26	0.73%
65.	Commercial Accounts	984	933	-5.18%	706	141	-9.22%
66.	Total Accounts	24,428	24,532	0.43%	17,482	7,166	0.47%
67.	Residential Refuse Tons	27,075	25,391	-6.22%	20,588	3,605	-4.72%
68.	Residential Recycling Tons	35,375	50,081	41.57%	32,270	5,650	-24.28%
69.	Residential Yard Waste Tons	8,654	8,862	2.40%	7,664	1,342	1.63%
70.	Commercial Refuse Tons	30,045	28,177	-6.22%	22,847	4,000	-4.72%
71.	Commercial Recycling Tons	39,256	55,575	41.57%	35,810	6,270	-24.28%
	Commercial Yard Waste Tons	9,604	9,834	2.40%	8,505	1,489	1.63%
72.	"Free" Drop Boxes Provided *(Monthly)*	16	14	-12.50%	8	1	-35.71%
73.	"Free" Bins Provided	9	15	66.67%	32	1	120.00%
	Section IX--Change in Commercial Rates						
74.	2 Yard Bin--Once per Week			%			%
75.	3 Yard Bin--Once per Week			%			%
76.	4 Yard Bin--Once per Week			%			%
77.	5 Yard Bin--Once per Week			%			%
78.	6 Yard Bin--Once per Week			%			%
	City - per cubic yard	51.16	56.17	9.79%	63.48	0.00	13.02%
	Douglas - per cubic yard	40.18	44.07	9.68%	49.81	0.00	13.02%
	El Dorado Area A - per cubic yard	57.39	63.01	9.79%	0.00	70.16	-100.00%
	El Dorado Area B- per cubic yard	23.87	25.09	5.11%	0.00	27.94	-100.00%
	City - compacted per cubic yard	71.78	78.80	9.78%	89.06	0.00	13.02%
	Douglas - compacted per cubic yard	51.92	56.96	9.71%	64.38	0.00	13.02%
	El Dorado Area A- compacted per cubic yard	76.84	84.36	9.79%	0.00	93.93	-100.00%
	El Dorado Area B- compacted per cubic yard	54.26	57.03	5.11%	0.00	63.50	11.34%
	City - per 32 gal can/bag	7.04	7.73	9.80%	8.74	0.00	13.02%
	Douglas - per 32 gal can/bag	6.30	6.92	9.84%	7.82	0.00	13.02%
	El Dorado Area A - per 32 gal can/bag	10.03	11.01	9.77%	0.00	12.26	-100.00%
	El Dorado Area B - per 32 gal can/bag	6.32	6.64	5.06%	0.00	7.39	11.34%

(1) Amounts are based on management's estimate.

VT Accounting Associates, LLP
Certified Public Accountants

Jeff Vathayanon, CPA
Paul Tibma, CPA
Jason Reecy, CPA/ABV

INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION

To the Board of Directors and Stockholders
South Tahoe Refuse Co.
South Lake Tahoe, California

We have audited the financial statements of South Tahoe Refuse Co. as of and for the years ended June 30, 2025 and 2024, and our report thereon dated November 19, 2025, which expressed an unmodified opinion on those financial statements, appears on page 3 & 4. Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information listed under the table of contents on page 2 is presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

VT Accounting Associates, LLP

Carson City, Nevada
November 19, 2025

3470 G.S. Richards Boulevard ■ Carson City, Nevada 89703 ■ Phone 775.882.3201 ■ Fax 775.882.2593 ■ vta-cpa.com

SOUTH TAHOE REFUSE CO.

SCHEDULES OF OPERATING REVENUES

YEARS ENDED JUNE 30, 2025 AND 2024

	2025	2024
OPERATING REVENUES:		
CA - City residential	$ 7,163,597	$ 6,493,455
CA - City commercial	6,422,813	5,859,862
CA - El Dorado residential - Area A	3,652,822	3,248,535
CA - El Dorado commercial - Area A	467,254	425,031
CA - El Dorado residential - Area B	51,450	48,030
CA - El Dorado commercial - Area B	267,030	234,722
CA - transfer fees	3,206,354	3,056,501
CA - resource recovery fees	10,109	67,004
CA - rent income	45,049	74,403
TOTAL CALIFORNIA	21,286,478	19,507,543
NV - residential	881,225	823,311
NV - commercial	3,147,943	2,960,326
NV - miscellaneous	22,248	22,248
TOTAL NEVADA	4,051,416	3,805,885
Forestry, federal and state contracts	661,562	593,888
Material recovery facility	458,840	388,945
Recycling sales	1,171,386	1,185,811
TOTAL OTHER OPERATING REVENUES	2,291,788	2,168,644
TOTAL OPERATING REVENUES	$ 27,629,682	$ 25,482,072

See Independent Auditors' Report on Supplemental Information.

SOUTH TAHOE REFUSE CO.

SCHEDULES OF OPERATING EXPENSES

YEARS ENDED JUNE 30, 2025 AND 2024

	2025	2024
OPERATING EXPENSES:		
Contract labor	$ 1,033,035	$ 854,728
Cost of sales, material recovery facility	25,711	21,849
Cost of sales, recycling	496,880	486,984
Depreciation	2,193,748	1,371,440
Dump fees	2,411,359	2,111,615
Franchise fees	1,373,535	1,185,516
Fuel	695,814	741,286
Hazardous waste	166,496	198,930
Insurance	3,752,518	2,970,046
Labor	7,075,214	6,423,014
Miscellaneous	24,321	15,299
Officers' salaries	900,978	834,576
Other taxes and licenses	113,256	87,593
Payroll taxes	599,888	552,888
Pension benefits	602,192	545,866
Rent	107,229	67,504
Repairs and maintenance	471,358	572,637
Supplies	903,527	1,034,694
Utilities	404,642	317,676
TOTAL OPERATING EXPENSES	$ 23,351,701	$ 20,394,141

See Independent Auditors' Report on Supplemental Information.

SOUTH TAHOE REFUSE CO.

SCHEDULES OF ADMINISTRATIVE EXPENSES

YEARS ENDED JUNE 30, 2025 AND 2024

	2025	2024
ADMINISTRATIVE EXPENSES:		
Advertising	$ 23,757	$ 29,926
Amortization	12,282	6,141
Credit loss (recovery)	1,679	(20,724)
Contract labor	52,493	56,302
Depreciation	42,886	57,997
Donations	47,660	57,226
Dues and subscriptions	16,137	7,618
Education	9,235	17,939
Employee benefits	40,873	20,296
Insurance	491,125	504,221
Miscellaneous	14,144	128,266
Office	249,183	229,708
Officers' salaries	310,879	339,909
Other salaries	893,126	864,681
Other taxes and licenses	259,547	277,930
Payroll taxes	118,963	87,108
Pension benefits	104,545	85,156
Professional fees	796,019	804,005
Rent	9,881	9,014
Repairs and maintenance	50,885	27,826
Supplies	77,320	58,088
Utilities	164,835	164,353
TOTAL ADMINISTRATIVE EXPENSES	$ 3,787,454	$ 3,812,986

See Independent Auditors' Report on Supplemental Information.

Attachment C: Crowe Base Year 2027 Rate Model with Adjustments

Base Year Rate Application

Financial Information for All Three Jurisdictions

		Actual Audited Prior Year All Three Jurisdictions 6/30/2025	Forecast Current Year All Three Jurisdictions 6/30/2026	Forecast Current Year All Three Jurisdictions 6/30/2026	Forecast Base Year City of SLT and Douglas County 6/30/2027	Forecast Base Year El Dorado County 6/30/2027	Adjustments Base Year City of SLT and Douglas County 6/30/2027	Adjustments Base Year El Dorado County 6/30/2027	Adjusted Forecast Base Year City of SLT and Douglas County 6/30/2027	Adjusted Forecast Base Year El Dorado County 6/30/2027
	Section I--Allowable Operating Costs									
5.	Direct Labor	$ 12,228,065	$ 13,053,106		$ 10,177,272	$ 2,564,344			$ 10,177,272	$ 2,564,344
6.	Equipment Costs and Facility Costs	2,346,453	2,448,300		2,044,569	515,165	(183,215)	(46,164)	1,861,354	469,001
7.	Landfill Disposal Costs	2,411,360	2,861,263		2,292,277	577,580	(112,944)	(28,458)	2,179,333	549,122
8.	Office Salaries	1,748,885	1,907,584		1,714,830	432,082	(33,320)	(8,396)	1,681,510	423,686
9.	General and Administrative Costs	6,502,628	7,442,068		6,625,612	1,669,440	(625,092)	(157,503)	6,000,519	1,511,937
10.	MRF Principal and Interest Payments (El Dorado County)	655	549		-	542			-	542
11.	RRF Principal and Interest Payments (El Dorado County)	37,699	31,622		-	31,194			-	31,194
	Other Interest Expenses (El Dorado County)	194,460	149,319		-	138,351			-	138,351
12.	**Total Allowable Operating Costs**	$ 25,470,203	$ 27,893,811		$ 22,854,560	$ 5,928,698	$ (954,572)	$ (240,521)	$ 21,899,988	$ 5,688,176
	Section II--Allowable Operating Profit									
13.	Operating Ratio	87.00%	87.00%		87.00%	89.00%	87.00%	89.00%	87.00%	89.00%
14.	Allowable Operating Profit	$ 3,805,892	$ 4,168,041		$ 3,415,049	$ 732,760	$ (142,637)	$ (29,727)	$ 3,272,412	$ 703,033
	Section III--Pass Through Costs without Franchise Fees									
15.	MRF Principal Payments (City and Douglas)	$ 777	$ 687		$ 738	$ -			$ 738	$ -
16.	RRF Principal Payments (City and Douglas)	44,754	39,530		42,518	-			42,518	-
17.	MRF and RRF Interest Expenses (City and Douglas)	106,684	87,465		82,694	-			82,694	-
	Other Interest Expenses (City & Douglas)	771,765	592,611		549,083	-			549,083	-
18.	RRF Fund Credit	-	-		-	-			-	-
19.	Recycling Revenue Bonus	324,398	188,747		258,226	-	(51,970)	51,970	206,256	51,970
20.	**Total Pass Through Costs**	$ 1,248,378	$ 909,039		$ 933,259	$ -	$ (51,970)	$ 51,970	$ 881,289	$ 51,970
	Section IV--Revenue Requirement without Franchise Fees									
21.	Total Allowable Operating Costs (Line 12) plus Allowable Operating Profit (Line 14) plus Total Pass Through Costs (Line 20)	$ 30,524,473	$ 32,970,891		$ 27,202,868	$ 6,661,458	$ (1,149,179)	$ (218,279)	$ 26,053,689	$ 6,443,179
	Section V--Revenues without Rate Change in Base Year									

Residential Revenues	Current Rate/Month	Months	Projected Accounts		Total			
City of South Lake Tahoe								
22. Unlimited service	$ 49.10	12	14,370		$ 8,466,804			
23. Mandated pickup per 32-gallon can/bag	10.29	12	-		-			
24. Mandated pickup per cubic yard	68.79	12	-		-			
25. Qualified senior rate	30.26	12	173		62,820			
26. House service - 1 can	56.08	12	-		-			
27. House service - 2 cans	63.10	12	-		-			
28. House service - 3 cans	70.08	12	-		-			
29. Residential - All other services	-	12	-		-	$ 8,529,624	$ 8,529,624	
Douglas County								
30. 1, 32-gallon can	$ 30.02	12	752		$ 270,900			
31. 2, 32-gallon cans	57.79	12	290		201,109			
32. 3, 32-gallon cans	88.13	12	35		37,015			
33. 4, 32-gallon cans	115.92	12	4		5,564			
34. One extra 32-gallon can (also the seasonal service rate)	7.52	12	0		-			
35. On-call 32-gallon can billed monthly/arrears		12	0	# pickups	-			
36. Per cubic yard	48.49	12	77		44,805			
37. 1, 45-gallon can	36.41	12	24		10,486			
38. 2, 45-gallon cans	69.98	12	4		3,359			
39. 3, 45-gallon cans	106.66	12	0		-			
40. One extra 45-gallon can (also the seasonal service rate)	9.17	12	662		72,846			
41. On-call 45-gallon can billed monthly/arrears	57.79	12	266	# pickups	184,466			
42. Residential - All other services	69.98	12	51		208,728	1,039,278	1,039,278	(0)
El Dorado County								
43. Unlimited service	$ 52.55	12	6,690		$ 4,214,741			
44. Mandated pickup per 32-gallon can/bag	11.01	12	0		-			
45. Mandated pickup per cubic yard	63.01	12	0		-			
46. Qualified senior rate	34.25	12	131		53,841			
47. House service per can	6.64	12	0		-			
48. Residential - All other services (Area B - formerly ARD)	28.89	12	178		61,709	4,330,291	4,330,291	

49.	Residential Revenues Subtotal				$ 9,568,902	$ 4,330,291			$ 9,568,902	$ 4,330,291
50.	Less: Allowance for Uncollectible Residential Accounts				-	-			-	-
51.	Total Residential Revenues (without Rate Change in Base Year)	$ 11,749,095	$ 12,775,125		$ 9,568,902	$ 4,330,291	$ -	$ -	$ 9,568,902	$ 4,330,291
52.	Commercial Revenues				$ 10,878,811	$ 837,252	$ 232,071		$ 11,110,882	$ 837,252
53.	Less: Allowance for Uncollectible Commercial Accounts				-	-			-	-
54.	Total Commercial Revenues (without Rate Change in Base Year)	$ 10,305,040	$ 11,179,912		$ 10,878,811	$ 837,252	$ 232,071	$ -	$ 11,110,882	$ 837,252
55.	Transfer Station and RRF Revenues (AND FORESTRY, FED, STATE CONTRACTS)	3,878,025	3,958,270		3,305,103	832,779			3,305,103	832,779
56.	Recycled Material Sales	1,630,225	1,573,864		1,028,608	259,176	(178,168)	(44,893)	850,439	214,283
57.	**Total Revenues** (Lines 51 + 54 + 55 + 56)	$ 27,562,386	$ 29,487,171		$ 24,781,424	$ 6,259,498	$ 53,903	$ (44,893)	$ 24,835,327	$ 6,214,605
	Section VI--Net Shortfall (Surplus)									
58.	Net Shortfall (Surplus) without Franchise Fees (Line 21 - Line 57)	$ 2,962,088	$ 3,483,720		$ 2,421,444	$ 401,960	$ (1,203,082)	$ (173,386)	$ 1,218,362	$ 228,574
59.	Residential and Commercial Franchise Fees	$ 1,373,535	$ 1,469,454		$ 1,253,411	$ 293,473	$ 170,371	$ 34,428	$ 1,423,782	$ 327,901
60.	Net Shortfall (Surplus) with Franchise Fees (Lines 58 + 59)	$ 4,335,623	$ 4,953,174		$ 3,674,855	$ 695,433	$ (1,032,711)	$ (138,958)	$ 2,642,144	$ 556,475
	Section VII--Percent Change in Rates									
61.	Total Residential, Commercial, Transfer Station, and RRF Revenues Prior to Rate Change (Line 51 + 54 + 55)		$ 27,913,307		$ 23,752,816	$ 6,000,322			$ 23,984,888	$ 6,000,322
62.	Percent Change in Existing Residential/Commercial/Transfer Station/RRF Rates (Line 60 ÷ Line 61)		17.74%		15.47%	11.59%			11.02%	9.27%

Fiscal Year: ***2027***

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Smart decisions. Lasting value. ™

STR Rate Analysis

Base Year Rate Setting
(Rate Year 2027)

South Lake Tahoe Basin Waste Management Authority
October 9, 2026

Agenda

1	Background and Scope of Analysis
2	Approach
3	Result of Base Year Analysis (2027)

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Background and Scope of Analysis

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Introduction

- Setting rates for Base Year 2027; Effective January 1, 2027
  - Year 2024 was a base year (detailed review of revenues, costs, profits)
  - Year 2025 was an interim year
  - Year 2026 was an interim year
  - Year 2027 is a base year (detailed review of revenues, costs, profits)

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Background and Scope of Analysis

- June - STR submitted rate application
- August/September
  - Crowe analyzed the application in accordance with the methodology in the Rate Manual
  - Crowe submitted multiple data requests
  - Crowe interviewed company management

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Approach

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Approach

Crowe performed the following tasks:

1) We checked calculations
2) We reviewed the reconciliation of application to audited F/S
3) We evaluated escalations
4) We challenged assumptions
5) We conducted some testing related to cost allowability
6) We interviewed management
7) We compared revenues and costs with prior trends in actual revenues and costs
8) We compared escalations against cost drivers (e.g., tonnage, accounts)

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Results of Base Year Analysis (2027)

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Requested and Crowe Calculated

Jurisdiction	Requested	Calculated
City of South Lake Tahoe	14.51%	11.46%
Douglas County	11.88%	9.42%
El Dorado County	11.59%	9.29%

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Rate Change Drivers

Cost Category/Primary Factors Driving Increase	% Change to Costs
CPI	**4%**
Direct Labor • Actual labor increases included a 3.46% COLA on 1/1/26; another 3.50% COLA is anticipated for FY27 • Increase in hourly rates paid to retain/hire Class A ($1.63 per hour increase) and Class B drivers ($3 per hour increase) • Health insurance premium increase of 6% on 7/1/26 • Officer's salary increases to equal 6% of net revenue estimations for 2026 and 2027 • Minor pension expense increase, based on 8.5 percent of labor costs for qualifying employees (where qualifying employees must work at least 1,000 hours after they complete one year of service) • Offsetting reduction in MRF staff (by 17 FTEs) due to closure of the MRF processing line in 2026 (rerouting of this material to Galt/Sacramento). This included a reduction in benefits associated with these employees. Note: there is resulting loss in CRV revenues and increase in contract labor costs.	Offsetting (remains flat)

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Rate Change Drivers *(continued)*

Cost Category/Primary Factors Driving Increase	% Change to Costs
Landfill Disposal	**19%**
• Increases in tipping fees for solid waste at Lockwood and Carson City (7.28%, 4.44%)	
• Shifting C&D tonnage processing from Tahoe Asphalt (local) to L&D in Sacramento (tip fee increase from $10 to $80 per ton)	
• Loss of Bently as a facility for ground greenwaste (increase in tipping fees because using Full Circle); from $13.73 per ton at Bently to $29.45 per ton at Full Circle	
Office Salaries	**13%**
• Similar wage, health and benefit escalations as for Direct Labor	
• One new office position	
General and Administrative	**21%**
• General Liability Insurance premium escalation (19.94%)	
• Workers' compensation expense increase of 26% from 2026 to 2027	
• Fuel cost escalation (23%)	
• Contract labor increases to transport both commingled recyclables (with close of STR MRF line for processing recyclables) and C&D materials to Sacramento area (50%)	

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Base Year 2027 Increase:

11.46% for City of South Lake Tahoe
9.42% for Douglas County
9.29% for El Dorado County

Impact to Selected Residential Rates:

Service Level	Current Rate (Per Customer, Per Month)	Proposed Rate (Per Customer, Per Month	Proposed Rate Increase (Per Customer, Per Month)
City of South Lake Tahoe			
Unlimited service	$49.10	$54.73	$5.63
Douglas County			
1, 32-gallon can	$30.02	$32.85	$2.83
El Dorado County			
Unlimited service	$52.55	$57.43	$4.88

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Base Year 2027 Increase:

- 11.46% for City of South Lake Tahoe
- 9.42% for Douglas County
- 9.29% for El Dorado County

Impact to Selected Commercial Rates:

Service Level	Current Rate (Per Customer, Per Month)	Proposed Rate (Per Customer, Per Month	Proposed Rate Increase (Per Customer, Per Month)
City of South Lake Tahoe			
Per cubic yard	$56.17	$62.61	$6.44
Douglas County			
Per cubic yard	$44.07	$48.22	$4.15
El Dorado County (Area A)			
Per cubic yard	$63.01	$68.86	$5.85
El Dorado County (Area B)			
Per cubic yard	$25.09	$27.42	$2.33

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AGENDA ITEM NO. P.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: November 5, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to approve a $372,324.80 construction contract with Norberg General Engineering, LLC for the Advanced Water Metering Infrastructure Project, and authorize the Director of Public Works to execute the contract and change orders up to 10% of the original contract price. (Rick Robillard, Deputy Public Works Director)

RECOMMENDED MOTION:
Approve a $372,324.80 construction contract with Norberg General Engineering, LLC for the Advanced Water Metering Infrastructure Project, and authorize the Director of Public Works to execute the contract and change orders up to 10% of the original contract price.

FINANCIAL IMPACT:
Funds, in the amount of $372,324.80, are available in Project 26W02 (328-849 562.000 - Capital Projects).

BACKGROUND:
The Water Utility uses Sensus iPerl water meters and Sensus MXU (Meter Transmitter Unit) for consumptive billing of water to rate payers. Currently, the Water Utility schedules a monthly meter reading by driving a meter reading vehicle to collect data from the Sensus MXUs. The Public Works Engineering team has created a project to replace the first generation of MXUs in preparation for the installation of Base Stations which will collect data via radio signals. Once the project is completed, meter reading with the meter vehicle will no longer be required.
This first phase replaces existing MXUs not compatible with Base Stations within the East Valley area of the Carson Valley Water System. Public Works publicly bid the project on September 30, 2026, and received four (4) bids. Norberg General Engineering, LLC was determined to be the lowest responsive and responsible bid at $372,324.80.

ATTACHMENTS:
26W02_Norberg General Engineering_For IRC Approval.docx

Exhibit A - Contractors Bid Dated 20260930.pdf
Bid Tabulation.pdf

CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is by and between **Douglas County, Nevada** (Owner) and **Norberg General Engineering, LLC** (Contractor). Owner and Contractor hereby agree as follows:

ARTICLE 1—THE WORK

1.01 *Work*

A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:

1. **Advanced Metering Infrastructure Upgrade** which consists of **replacing water meter MXU units that have reached the end of their useful life.**

2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located **in the Douglas County Carson Valley System, PWSID: NV0002216.**

ARTICLE 2—CONTRACT DOCUMENTS

2.01 *Intent of Contract Documents*

A. It is the intent of the Contract Documents to describe a functionally complete Project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with Owner and Engineer. This Contract constitutes the entire agreement between Owner and Contractor, and supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.

B. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work under the Contract Documents. During the performance of the Work and until final payment, Contractor and Owner shall submit to Engineer all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.

C. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media versions) prepared by Engineer or its consultants.

D. *Contract Price or Contract Times:* References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to

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(1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

E. Nothing in the Contract Documents creates any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity.

2.02 *Contract Documents Defined*

A. The Contract Documents consist of the following documents:

1. This Contract for Construction of a Small Project.
2. Specifications and drawings as listed in the Specifications Table of Contents.
3. Addenda.
4. Exhibits to this Contract (enumerated as follows):
    a. **Exhibit A – Contractors Bid Dated 20260930**
5. The following which may be delivered or issued on or after the Effective Date of the Contract:
    a. Notice to Proceed (EJCDC® C-550).
    b. Work Change Directives (EJCDC® C-940).
    c. Change Orders (EJCDC® C-941).
    d. Field Orders (EJCDC® C-942).

ARTICLE 3—ENGINEER

3.01 *Engineer*

A. The Engineer for this Project is **Douglas County Public Works.**

ARTICLE 4—CONTRACT TIMES

4.01 *Contract Times*

A. The Work will be substantially complete within **90** days after the Effective Date of the Contract and completed and ready for final payment within **100** days after the Effective Date of the Contract.

4.02 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay in completion (but not as a penalty) Contractor shall pay Owner $280 for each day that expires after the Contract Time for substantial completion.

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4.03 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times or Contract Price.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or its subcontractors or suppliers.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.

D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.04 *Progress Schedules*

A. Contractor shall develop a progress schedule and submit it to Engineer for review and comment before starting Work on the Site. Contractor shall modify the schedule in accordance with Engineer's comments.

B. Contractor shall update and submit the progress schedule to Engineer each month. Owner may withhold payment if Contractor fails to submit the schedule.

ARTICLE 5—CONTRACT PRICE

5.01 *Payment*

A. Owner shall pay Contractor, in accordance with the Contract Documents, the lump sum amount of $**372,324.80** for all work.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Insurance*

A. When Contractor delivers the signed counterparts of the Contract to Owner, Contractor shall furnish certificates, endorsements, and any other evidence of insurance requested by Owner. Insurance is to be provided by companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum A.M. Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

a. *Workers' Compensation and Employer's Liability*

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Workers' Compensation	Statutory
Employer's Liability	
Each Accident	$1,000,000
Each Employee	$1,000,000
Policy Limit	$1,000,000

b. *Commercial General Liability*

General Aggregate	$1,000,000
Products - Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Bodily Injury and Property Damage—Each Occurrence	$1,000,000

c. *Automobile Liability*

Combined Single Limit (Bodily Injury and Property Damage)	$1,000,000

d. *Excess or Umbrella Liability*

Per Occurrence	$1,000,000
General Aggregate	$1,000,000

e. *Contractor's Pollution Liability*

Each Occurrence/Claim	$ N/A
General Aggregate	$ N/A

B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days after notice has been received by the purchasing policyholder. Within three days of receipt of any such notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

C. Automobile liability insurance provided by Contractor will be written on an occurrence basis and provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

D. Contractor's commercial general liability policy will be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:

1. Products and completed operations coverage maintained for three years after final payment;
2. Blanket contractual liability coverage to the extent permitted by law;
3. Broad form property damage coverage; and
4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.

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E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies will include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds will provide primary coverage for all claims covered thereby (including, as applicable, those arising from both ongoing and completed operations) on a non-contributory basis.

1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.

F. Umbrella or excess liability insurance will be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. The coverage afforded must be at least as broad as that of each and every one of the underlying policies. Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy.

G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.

H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. If professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

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7.02 *Supervision and Superintendence*

A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without notice to and approval by the Owner and Engineer except under extraordinary circumstances.

C. Contractor shall maintain good discipline and order at the Site.

D. Except as otherwise required for the safety or protection of the Work or persons or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday.

7.03 *Other Work at the Site*

A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

B. Contractor shall notify Owner, the owners of adjacent property, the owners of underground facilities and other utilities (if the identity of such owners is known to Contractor), and other contractors and utility owners performing work at or adjacent to the Site when Contractor knows that prosecution of the Work may affect them; and Contractor shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

7.04 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for everything necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work must be new and of good quality, and be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.05 *Subcontractors and Suppliers*

A. Just as Contractor is responsible for its own acts and omissions, Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of suppliers and subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work. The Contractor's retention of a subcontractor or supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

7.06 *Licenses, Fees and Permits*

A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.

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B. Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy, unless otherwise provided in the Contract Documents.

7.07 *Laws and Regulations; Taxes*

A. Contractor shall give all notices required by, and shall comply with, all local, state, and federal laws and regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any laws or regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to laws or regulations, Contractor shall bear all resulting costs and losses, and to the fullest extent permitted by law Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all such claims, costs, losses, and damages.

C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes.

7.08 *Record Documents*

A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

7.09 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. All persons on the Site or who may be affected by the Work;

2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, will be remedied by Contractor at its expense (except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).

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E. Contractor shall be responsible for coordinating any exchange of safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with laws or regulations.

F. In emergencies affecting the safety or protection of the Work or persons or property at the Site or adjacent thereto, Contractor shall act to prevent damage, injury, or loss. Contractor shall give Engineer prompt notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.10 *Submittals*

A. Contractor shall review and coordinate shop drawings, samples, and other submittals with the requirements of the Work and the Contract Documents, and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information. Contractor shall confirm that the submittal is complete with respect to all related data included in the submittal.

B. Shop drawings and samples must bear a stamp or specific written certification that Contractor has satisfied its obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.

C. With each shop drawing or sample submittal, Contractor shall give Engineer specific written notification, in a communication separate from the shop drawing or sample, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.

D. Engineer will provide timely review of submittals. Engineer's review and approval of submittals will not extend to the means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs.

E. Engineer's review of shop drawings and samples will be only to determine if the items covered will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole.

F. Engineer's review and approval of a separate item in a shop drawing or sample does not indicate approval of the assembly in which the item functions.

G. Contractor shall make corrections required by Engineer, return the required number of corrected copies of shop drawings, and submit new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

H. Shop drawings are not Contract Documents.

7.11 *Warranties and Guarantees*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its consultants are entitled to rely on Contractor's warranty and guarantee.

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7.12 *Correction Period*

A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, or other adjacent areas used by Contractor as permitted by laws and regulations, is found to be defective, then Contractor shall promptly correct any such defective Work and repairs, at no cost to Owner.

7.13 *Indemnification*

A. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from all losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

ARTICLE 8—OWNER'S RESPONSIBILITIES

8.01 *Responsibilities*

A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.

B. Owner shall make payments to Contractor as provided in this Contract.

C. Owner shall provide the Site and easements required to construct the Project.

D. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

E. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

F. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.

G. Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or for related safety precautions and programs, or for any failure of Contractor to comply with laws and regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

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ARTICLE 9—ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Engineer's Status*

A. Engineer will be Owner's representative during construction.

B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility, or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, its subcontractors, suppliers, or sureties, or to any employee or agent of any of them.

C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections to check the quality or quantity of the Work.

D. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or for related safety precautions and programs, or for any failure of Contractor to comply with laws and regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10—CHANGES IN THE WORK

10.01 *Authority to Change the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 *Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.

B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

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10.03 *Work Change Directive*

A. A Work Change Directive may be issued to Contractor ordering an addition, deletion, or revision in the Work. A Work Change Directive will not change the Contract Price or Contract Times, but is evidence that the parties expect that the modification ordered or documented by the Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on Contract Price or Contract Times.

10.04 *Field Orders*

A. Engineer may issue a Field Order to authorize minor changes in the Work, provided that the changes do not involve an adjustment in the Contract Price or Contract Times.

B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then Contractor shall request such adjustment before proceeding with the Work.

ARTICLE 11—DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 *Differing Site Conditions Process*

A. If Contractor believes that any subsurface or physical condition (including but not limited to utilities or other underground facilities) that is uncovered or revealed at the Site either (1) differs materially from that shown or indicated in the Contract Documents, or (2) is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents, then Contractor shall promptly notify Owner and Engineer about such condition. Contractor shall not further disturb such condition or perform any Work in connection with the condition (except with respect to an emergency) until receipt of authorization to do so.

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if Contractor knew of, or should have known of, the existence of the condition prior to entry into the Contract.

B. After receipt of notice regarding a possible differing subsurface or physical condition, Engineer will promptly:

1. Review the condition in question;

2. Determine if it is necessary for Owner to obtain additional exploration or tests with respect to the condition;

3. Determine whether the condition falls within one of the two differing site condition categories described in Paragraph 11.01.A.;

4. Obtain any pertinent cost or schedule information from Contractor;

5. Advise Owner of Engineer's findings, conclusions, and recommendations, including recommendations to Owner regarding the Contractor's resumption of Work in

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connection with the subsurface or physical condition in question, the need for any change in the Drawings or Specifications, and possible Contract Price or Contract Times adjustments.

C. After receipt of Engineer's findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part, and granting any equitable adjustment in Contract Times or Contract Price to which Contractor is entitled.

ARTICLE 12—CLAIMS AND DISPUTE RESOLUTION

12.01 *Claims Process*

A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.

B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim must be stated in writing and submitted to the other party.

C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.

D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13—TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 *Tests and Inspections*

A. Owner and Engineer will have access to the Site and the Work at reasonable times for observation, inspection, and testing. Contractor shall provide proper and safe conditions for such access.

B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

C. Except as otherwise provided in the Contract Documents, Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required: (1) by the Contract Documents; (2) by codes, laws, or regulations; (3) to attain Owner's and Engineer's acceptance of materials or equipment; and (4) to obtain Engineer's approval prior to purchase of materials, mix designs, or equipment.

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D. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense.

13.02 *Defective Work*

A. Contractor warrants that the Work is not defective.

B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. The Contractor shall promptly correct all defective Work.

E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's warranty and guarantee on said Work.

F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14—PAYMENTS TO CONTRACTOR

14.01 *Progress Payments*

A. Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form acceptable to Engineer. Lump sum items will be broken into units that allow for measurement of Work in progress. For unit price work, the unit price breakdown in Article 5 will be used as the schedule of values.

14.02 *Applications for Payments*

A. Contractor shall submit signed applications for payment to Engineer monthly, in a form acceptable to the Engineer. Contractor shall provide supporting documentation required by the Contract Documents. Owner will pay for Work completed as of the date of the application for payment.

B. Beginning with the second application for payment, each application must include an affidavit of Contractor stating that all previous progress payments have been applied to discharge Contractor's obligations associated with the prior applications for payment.

14.03 *Retainage*

A. The Owner shall retain **5**% of each progress payment until the Work is substantially complete.

14.04 *Review of Applications*

A. Within 10 days after receipt of each application for payment, Engineer will either recommend payment and present the application for payment to Owner, or return the application for payment to Contractor indicating Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and may resubmit the application for payment.

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B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.

C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner, or any incurred costs, losses, or damages, on account of Contractor's conduct in the performance of the Work; for defective Work; or for liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.05 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

14.06 *Substantial Completion*

A. When Contractor considers the Work ready for its intended use, Contractor shall request that Engineer issue a certificate of substantial completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's request, Engineer will inspect the Work with Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner of the reasons for Engineer's decision.

C. If Engineer considers the Work substantially complete, or upon resolution of all reasons for non-issuance of a certificate, Engineer will deliver to Owner and Contractor a certificate of substantial completion that will fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.07 *Final Inspection*

A. Upon notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor, and will notify Contractor of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work and remedy such defects.

14.08 *Final Payment*

A. Contractor may make application for final payment after satisfactorily completing all Work, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents, and other documents.

B. The final application for payment must be accompanied (except as previously delivered) by:

1. All documentation called for in the Contract Documents;

2. Consent of the surety to final payment;

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3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;

4. A list of all pending claims; and

5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.

C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

14.09 *Waiver of Claims*

A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding claim, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a claim.

ARTICLE 15—SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or Contract Times, to the extent directly attributable to any such suspension.

15.02 *Owner May Terminate for Cause*

A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.

B. If Contractor defaults in its obligations, then after giving Contractor and any surety 10 days' notice that Owner is considering a declaration that Contractor is in default and the termination of the Contract, Owner may proceed to:

1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and

2. Enforce the rights available to Owner under any applicable performance bond.

C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take

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possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

F. If Contractor has provided a performance bond, the provisions of that bond will govern over any inconsistent provisions of Paragraph 15.02.

15.03 *Owner May Terminate for Convenience*

A. Upon 7 days' notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for the following, without duplication of any items:

1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, less any set-offs, and including fair and reasonable sums for overhead and profit on such Work;

2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid for any loss of anticipated profits, or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 60 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16—CONTRACTOR'S REPRESENTATIONS

16.01 *Contractor Representations*

A. Contractor makes the following representations when entering into this Contract:

1. Contractor has examined and carefully studied the Contract Documents.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

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4. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17—MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of notice to Owner, Engineer, or Contractor, such notice must be in writing, and delivered in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

17.02 *Cumulative Remedies*

A. The duties and obligations expressly imposed by this Contract, and the rights and remedies expressly available to the parties under this Contract, are in addition to, and are not to be construed in any way as a limitation of, any duties, obligations, rights, or remedies otherwise imposed or available by laws or regulations, by warranty or guarantee, or by other provisions of the Contract.

17.03 *Limitation of Damages*

A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.04 *No Waiver*

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

17.05 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

17.06 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or entering into the Contract.

17.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

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The Effective Date of the Contract is **[date to be inserted at the time of execution]**.

Owner:	**Contractor:**
_____ *(typed or printed name of organization)*	_____ *(typed or printed name of organization)*
By: _____ *(individual's signature)*	By: _____ *(individual's signature)*
Date: _____ *(date signed)*	Date: _____ *(date signed)*
Name: _____ *(typed or printed)*	Name: _____ *(typed or printed)*
Title: _____ *(typed or printed)*	Title: _____ *(typed or printed)* *(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*
Attest: _____ *(individual's signature)*	Attest: _____ *(individual's signature)*
Title: _____ *(typed or printed)*	Title: _____ *(typed or printed)*
Address for giving notices:	Address for giving notices:
_____	_____
_____	_____
_____	_____
Designated Representative:	Designated Representative:
Name: _____ *(typed or printed)*	Name: _____ *(typed or printed)*
Title: _____ *(typed or printed)*	Title: _____ *(typed or printed)*
Address:	Address:
_____	_____
_____	_____
_____	_____
Phone: _____	Phone: _____
Email: _____ *Agreement.)*	Email: _____ License No.: _____ *(where applicable)* State: _____

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BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Contract Documents.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

Douglas County, NV, c/o Douglas County Public Works for the East Valley MXU Replacement Project

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The documentation required to constitute a complete bid is outlined in the Bidder's Checklist (00 21 11). These documents are submitted with and made a condition of the bid.

ARTICLE 3—BASIS OF BID

3.01 Bidder will complete the Work in accordance with the Contract Documents for the total price indicated in Section 00 42 43 – Bid Schedule.

3.02 Bidder acknowledges that (1) Bid includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit, and (2) when applicable, estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Article 4 of the Agreement on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

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5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	9-25-2026

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
5. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
6. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
7. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
8. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
9. Bidder understands and agrees that all documents submitted, filed or deposited with Owner, unless designated as confidential by a specific statute of the State of Nevada and properly marked to that effect by Bidder, will be subject to Nevada's Public Records Laws

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(Chapter 239 of the Nevada Revised Statutes), and will be available for inspection and copying by any person or governmental entity at any time after Bid Opening.

10. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

3. Bidder has not solicited or induced any individual or entity to refrain from bidding.

4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 6.02.A:

a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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BIDDER hereby submits this Bid as set forth above:

Bidder:

Norberg General Engineering, LLC
(typed or printed name of organization)

By: _____
(individual's signature)

Name: Kristy Norberg
(typed or printed)

Title: Managing Member
(typed or printed)

Date: 9-30-2026
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____
(individual's signature)

Name: Matt Norberg
(typed or printed)

Title: Managing Member
(typed or printed)

Date: 9-30-2026
(typed or printed)

Address for giving notices:
1517 Gilman Avenue
Gardnerville, NV 89410

Bidder's Contact:

Name: Kristy Norberg
(typed or printed)

Title: Managing Member
(typed or printed)

Phone: 775-691-5597

Email: Kristy@Norberggeneral.com

Address:
Norberg General Engineering, LLC
1517 Gilman Avenue
Gardnerville, NV 89410

Bidder's Contractor License No.: (if applicable) 0090349

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Section 00 42 43 – Bid Schedule

Bid Schedule 1- Base Bid

Bid Item	Item	Quantity	Unit	Unit Price	Total Price
1	Mobilization/Demobilization, Bonds, Insurance, & General Conditions	1	LS	13,500.00	13,500.00
2	Dual Water Meter Pit – Sensus M2 Flexnet 520M Dual	250	Each	477.40	119,350.00
3	Single Water Meter Pit – Sensus M2 Flexnet 520 Single	344	Each	349.20	120,124.80
				Bid Schedule 1 Total:	252,974.80
Bid Schedule 1 Total In Words:	Two hundred fifty two thousand nine hundred seventy four dollars and eighty cents.				

Bid Schedule 2 – Base Bid Additive Alternative

Bid Item	Item	Quantity	Unit	Unit Price	Total Price
1.0A	Dual Water Meter Pit – Sensus M2 Flexnet 520M Dual	250	Each	477.40	119,350.00
				Bid Schedule 2 Total:	119,350.00
Bid Schedule 2 Total In Words:	One hundred nineteen thousand three hundred fifty dollars and zero cents				

Bid Schedule Total

Bid Schedule 1 Total:	252,974.80
Bid Schedule 1 + Bid Schedule 2 Total:	372,324.80

Consistent with Section 00 21 13, Article 18 – Evaluation of Bids and Award of Contract and NRS 338, the determination of the apparent low Bid will be made on the submitted "Bid Schedule 1 – Base Bid" or "Bid Schedule 1 – Base Bid" plus "Bid Schedule 2 – Base Bid Alternate" whichever selection Douglas County determines, in its sole discretion, is in the best interest of the Project and best achieves the goals for this project.

Check One:

- ☐ We qualify and claim the Preferential Bidder Status as specified in NRS 338.147 and **have attached the appropriate information** in accordance with the requirements of NRS 338.
- ☒ We do not qualify for the Preferential Bidder Status as specified in NRS 338.147

Contractor: Norberg General Engineering, LLC

Authorized Signature: [signature]

Date: 9-30-2026

For Bid Item Descriptions see Section 01 29 00 – Payment Procedures

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BID BOND (PENAL SUM FORM)

Bidder	**Surety**
Name: Norberg General Engineering, LLC Address *(principal place of business)*: 1517 Gilman Ave. Gardnerville, NV 89410	Name: United Fire & Casualty Company Address *(principal place of business)*: PO Box 73909 Cedar Rapids, IA 52407
Owner	**Bid**
Name: Douglas County Public Works Address *(principal place of business)*: PO Box 218 Minden, NV 89423	Project *(name and location)*: Advanced Metering Infrastructure Upgrade Bid Due Date: September 30, 2026

Bond

Penal Sum: Five Percent of the bid amount (5%)

Date of Bond: September 22, 2026

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
Norberg General Engineering, LLC *(Full formal name of Bidder)*	United Fire & Casualty Company *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature) (Attach Power of Attorney)*
Name: Kristy Norberg *(Printed or typed)*	Name: Heather L. Karney *(Printed or typed)*
Title: Managing Member	Title: Attorney-in-Fact
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: Matt Norberg *(Printed or typed)*	Name: Brandy Busch *(Printed or typed)*
Title: Managing Member	Title: Agent

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

EJCDC® C-430, Bid Bond (Penal Sum Form).
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1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
   3.2. All Bids are rejected by Owner, or
   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

HEATHER L. KARNEY, SARAH GARCIA, BROOKE GOURLEY, BRIAN STONE, TODD MEDEL, AMBER ROSE COLLINS, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed $25,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 1st day of August, 2027 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 1st day of August, 2025

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: Kyanna M. Saylor
Vice President

State of Iowa, County of Linn, ss:

On 1st day of August, 2025, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Judith A. Jones
Iowa Notarial Seal
Commission number 173041
My Commission Expires 04/23/2027

Judith A. Jones
Notary Public
My commission expires: 04/23/2027

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 22 day of September, 2026.

By: Mary A. Bertsch
Assistant Secretary,
UF&C & UF&I & FPIC

BPOA0045 122017

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Tuolumne)

On September 22, 2021 before me, Brandy Busch, Notary Public
(insert name and title of the officer)

personally appeared Heather I. Karney,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Brandy Busch (Seal)

BRANDY BUSCH
Notary Public - California
Tuolumne County
Commission # 2550899
My Comm. Expires Mar 24, 2030

Section 00 45 13.02 – List of Proposed Subcontractors (Submitted with Bid)

The name, address, license number (where applicable), and portion of the work of each subcontractor who will be paid at least five percent (5%) of the general contractor's total bid shall be listed below. To be deemed a responsive bid, this form must be submitted even if no subcontractors are required to be listed. The prime contractor shall list itself on the subcontractor's list if they will be providing any of the work on the project.

Name	Address	License Number	Portion of Work
Norberg General Engineering, LLC	1517 Gilman Avenue Gardnerville, NV 89410	0090349	100% Replace MXUs

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Section 00 45 13.03 – List of Subcontractors (Submitted after Bid)

Per NRS 338.141, within 2 hours after the completion of the opening of the bids, the contractors who submitted the three lowest bids must submit a list containing the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding 1 percent of the prime contractor's total bid or $50,000, whichever is greater, and the number of the license issued to the first tier subcontractor pursuant to chapter 624 of NRS. The Contractor must list all pertinent first tier subcontractors regardless of whether they have been listed on the 5% list (section 00 45 13.02). If a general contractor fails to submit such a list within the required time, the bid shall be deemed not responsive. To be deemed a responsive bid, this form must be submitted even if no subcontractors are required to be listed. The prime contractor shall list itself on the subcontractor's list if they will be providing any of the work on the project.

Name	Address	License Number	Portion of Work	% of Bid Total
Norberg General Engineering, LLC	1517 Gilman Avenue Gardnerville, NV 89410	0090349	Replace MXUs	100 %

Percent of Miscellaneous Subcontractors Below Reporting Threshold 0

Total (Must Add Up to 100%) 100%

FRANCISCO V. AGUILAR
Secretary of State
401 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov
www.nvsilverflume.gov

Annual or Amended List and State Business License Application

☑ ANNUAL ☐ AMENDED (check one)

List of Officers, Managers, Members, General Partners, Managing Partners, Trustees or Subscribers:

Norberg General Engineering, LLC
NAME OF ENTITY

NV20222505956
Entity or Nevada Business Identification Number (NVID)

TYPE OR PRINT ONLY - USE DARK INK ONLY - DO NOT HIGHLIGHT

IMPORTANT: *Read instructions before completing and returning this form.*

Please indicate the entity type (check only one):

☐ Corporation
☐ This corporation is publicly traded, the Central Index Key number is:

☐ Nonprofit Corporation (see nonprofit sections below)

☑ Limited-Liability Company

☐ Limited Partnership

☐ Limited-Liability Partnership

☐ Limited-Liability Limited Partnership

☐ Business Trust

☐ Corporation Sole

Filed in the Office of	Business Number
FVAguilar	E24515392022-4
Secretary of State	Filing Number
State Of Nevada	20265813362
	Filed On
	06/12/2026 18:00:40 PM
	Number of Pages
	2

Additional Officers, Managers, Members, General Partners, Managing Partners, Trustees or Subscribers, may be listed on a supplemental page.

CHECK ONLY IF APPLICABLE

Pursuant to NRS Chapter 76, this entity is exempt from the business license fee.

☐ 001 - Governmental Entity
☐ 006 - NRS 680B.020 Insurance Co, provide license or certificate of authority number

For nonprofit entities formed under NRS chapter 80: entities without 501(c) nonprofit designation are required to maintain a state business license, the fee is $200.00. Those claiming an exemption under 501(c) designation must indicate by checking box below.

☐ Pursuant to NRS Chapter 76, this entity is a 501(c) nonprofit entity and is exempt from the business license fee. Exemption Code 002

For nonprofit entities formed under NRS Chapter 81: entities which are Unit-owners' association or Religious, Charitable, fraternal or other organization that qualifies as a tax-exempt organization pursuant to 26 U.S.C $ 501(c) are excluded from the requirement to obtain a state business license. Please indicate below if this entity falls under one of these categories by marking the appropriate box. If the entity does not fall under either of these categories please submit $200.00 for the state business license.

☐ Unit-owners' Association ☐ Religious, charitable, fraternal or other organization that qualifies as a tax-exempt organization pursuant to 26 U.S.C. $501(c)

For nonprofit entities formed under NRS Chapter 82 and 80:Charitable Solicitation Information - check applicable box

Does the Organization intend to solicit charitable or tax deductible contributions?

☐ No - no additional form is required
☐ Yes - the "Charitable Solicitation Registration Statement" is required.
☐ The Organization claims exemption pursuant to NRS 82A 210 - the "Exemption From Charitable Solicitation Registration Statement" is required

****Failure to include the required statement form will result in rejection of the filing and could result in late fees.****

FRANCISCO V. AGUILAR
Secretary of State
401 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov
www.nvsilverflume.gov

Annual or Amended List and State Business License Application - Continued

Officers, Managers, Members, General Partners, Managing Partners, Trustees or Subscribers:

CORPORATION, INDICATE THE Managing Member:

Name	Country
Matthew Norberg	USA

Address	City	State	Zip/Postal Code
1517 Gilman Avenue	Gardnerville	NV	89410

CORPORATION, INDICATE THE Managing Member:

Name	Country
Kristina Norberg	USA

Address	City	State	Zip/Postal Code
1517 Gilman Avenue	Gardnerville	NV	89410

None of the officers and directors identified in the list of officers has been identified with the fraudulent intent of concealing the identity of any person or persons exercising the power or authority of an officer or director in furtherance of any unlawful conduct.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

X Kristina Norberg
Signature of Officer, Manager, Managing Member, General Partner, Managing Partner, Trustee, Subscriber, Member, Owner of Business, Partner or Authorized Signer *FORM WILL BE RETURNED IF UNSIGNED*

Managing Member
Title

06/12/2026
Date

SECRETARY OF STATE

STATE OF NEVADA

NEVADA STATE BUSINESS LICENSE

Norberg General Engineering, LLC

Nevada Business Identification # NV20222505956
Expiration Date: 07/31/2027

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.
Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.
License must be cancelled on or before its expiration date if business activity ceases. Failure to do so will result in late fees or penalties which, by law, cannot be waived.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 06/12/2026.

FVAguilar

FRANCISCO V. AGUILAR
Secretary of State

Certificate Number: B202606126748009
You may verify this certificate online at https://www.nvsilverflume.gov/home

ADDENDUM NO. 01

September 25, 2026

Addendum to the Contract Documents for:
Advanced Metering Infrastructure Upgrade

DC Project No.: 26W02
PWP No.: DO-2026-520

Document Preparer:
Douglas County Public Works
1120 Airport Rd. #F2
Minden, NV 89423

Owner:
Douglas County Public Works
1120 Airport Rd. #F2
Minden, NV 89423

To All Plan Holders and/or Prospective Bidders:
The following changes, additions, and/or deletions are hereby made a part of the Contract Documents for the Advanced Metering Infrastructure Upgrade, dated September 2026, as fully and completely as if the same were fully set forth therein:

A. Specifications

1. **DELETE** Specification 00 01 29 *Payment Procedures* paragraph 3.2(D) and **REPLACE** it with the following:

   D. After the new MXU is installed, the installer shall program and activate the MXU to walk-by/drive-by mode and then test the connectivity of the MXU with Sensus equipment. Connectivity shall be recorded in the "Notes" field on in the Owner furnished MXU Service Order Form.

B. Drawings

Not Applicable

C. Clarifications

1. **Question:** Do the existing MXU units need to be disconnected and deactivated through the software prior to the new units being installed, connected, and activated?
   Response: The existing MXU's need to be deactivated and disconnected. Once the new MXU is installed it must be connected, programmed, activated, and tested.

2. **Question:** Is the contractor responsible for public notification of the work?
   Response: Douglas County will notify customers via customer billing and social media.

3. **Question:** There are several duplicate addresses that are missing unit numbers. Example: There are seven 1120 Airport Roads, but only two unit numbers. By the time this project begins, will Douglas County have completed the spreadsheet, or will contractors be expected to find each meter, match the listed meter and MXU unit numbers on the chart with existing meters, and fill in unit numbers on their own so that the locations in the spreadsheet are accurate?
   Response: The contractor will be expected to locate the meter, match the listed meter and MXU unit numbers to the existing meters, then fill in the information on the spreadsheet.

The original Contract Documents and any previously issued addenda remain in full force and effect, except as modified by this addendum. All Bidders shall acknowledge receipt and acceptance of this

Addendum in the Bid Form (00 41 43). Bid Forms submitted without acknowledgment will be considered in nonconformance.

Prepared By: Christine Larrance, PE
Douglas County Public Works

Project: Advanced Metering Infrastructure Upgrade

Bid Opening Date: 9/30/2026

				Bidders			
Bid Schedule 1 - Base Bid							
Bid Item	Item	Quantity	Unit	Simerson Construction	Cutting Edge Construction	Resource Development Company	Norberg General Engineering
1	Mobilization/Demobilization, Bonds, Insurance, & General Conditions	1	LS	$ 20,100.00	$ 44,999.72	$ 54,000.00	$ 13,500.00
2	Dual Water Meter Pit - Sensus M2 Flexnet 520M Dual	250	EA	$ 170,000.00	$ 138,167.50	$ 150,000.00	$ 119,350.00
3	Single Water Meter Pit - Sensus M2 Flexnet 520 Single	344	EA	$ 201,240.00	$ 167,655.28	$ 194,360.00	$ 120,124.80
			Bid Schedule 1 Total	$ 391,340.00	$ 350,822.50	$ 398,360.00	$ 252,974.80
Bid Schedule 2 - Base Bid Additive Alternative							
Bid Item	Item	Quantity	Unit				
1.0A	Dual Water Meter Pit - Sensus M2 Flexnet 520M Dual	250	EA	$ 168,000.00	$ 141,542.50	$ 162,500.00	$ 119,350.00
			Bid Schedule 2 Total	$ 168,000.00	$ 141,542.50	$ 162,500.00	$ 119,350.00
Bid Schedule Total							
			Bid Schedule 1 Total	$ 391,340.00	$ 350,822.50	$ 398,360.00	$ 252,974.80
			Bid Schedule 1 + Bid Schedule 2 Total	$ 559,340.00	$ 492,365.00	$ 560,860.00	$ 372,324.80

AGENDA ITEM NO. Q.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: November 5, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to retroactively accept a $400,000 Public Safety Partnership and Community Policing Grants Grant from the Department of Justice (DOJ) Office of Community Oriented Policing Services (COPS) for the time period of January 23, 2026, through January 31, 2028, for the purchase of one (1) Mobile Command Vehicle, and authorize the Chief Operating Officer to sign any required grant documents. (Undersheriff Elges)

RECOMMENDED MOTION:
Retroactively accept a $400,000 Public Safety Partnership and Community Policing Grants Grant from the DOJ Office of Community Oriented Policing Services for the time period of January 23, 2026, through January 31, 2028, for the purchase of one Mobile Command Vehicle, and authorize the Chief Operating Officer to sign any required grant documents.

FINANCIAL IMPACT:

The award increases the Sheriff's Vehicle Capital Asset (101-219 562.100) budget by $400,000. The Mobile Command Vehicle purchase funded by the grant will be assigned Project 27F15. This is a no-match grant.

BACKGROUND:
The Fiscal Year 2025-26 Technology and Equipment Program (TEP) provides funding to state, territorial, local, Tribal, and other entities designated under the heading Community Oriented Policing Services, Technology and Equipment Community Projects / COPS Law Enforcement Technology and Equipment in the Congressional Joint Explanatory Statement – Division C, which is incorporated by reference into Public Law 119-74, to develop and acquire effective law enforcement equipment, technologies and interoperable communications that assist in responding to and preventing crime and expand the implementation of community policing. Equipment funded under this program should meet

any applicable requirements of the National Institute of Standards and Technology's Office of Law Enforcement Standards.

The Commerce, Justice, Science, and Related Agencies Subcommittee reviewed community project requests, and the Douglas County Sheriff's Office Mobile Command Center project was awarded a community project funding grant in the amount of $400,000.

ATTACHMENTS:
Accepted Award Package_15JCOPS-26-GG-00673-TECP_182634_FAW-192536.pdf
Grant Form 27F15.pdf

Department of Justice (DOJ)

Office of Community Oriented Policing Services (COPS Office)

Washington, D.C. 20531

Name and Address of Recipient:	COUNTY OF DOUGLAS 1594 ESMERALDA AVE
City, State and Zip:	MINDEN, NV 89423
Recipient UEI:	KE5GF37F6F95

Project Title: Douglas County Sheriff's Office Mobile Command Center	**Award Number:** 15JCOPS-26-GG-00673-TECP
Solicitation Title: FY26 COPS Technology and Equipment Program	
Federal Award Amount: $400,000.00	**Federal Award Date:** 9/25/26

Awarding Agency:	Office of Community Oriented Policing Services
Award Type:	Initial
Funding Instrument Type:	Grant

Opportunity Category: D
Assistance Listing:
16.710 - Public Safety Partnership and Community Policing Grants

Project Period Start Date: 1/23/26	**Project Period End Date:** 1/31/28
Budget Period Start Date: 1/23/26	**Budget Period End Date**: 1/31/28

Project Description:
The FY26 Technology and Equipment Program (TEP) provides funding to state, territorial, local, Tribal, and other entities designated under the heading Community Oriented Policing Services, Technology and Equipment Community Projects / COPS Law Enforcement Technology and Equipment in the Congressional Joint Explanatory Statement – Division C, which is incorporated by reference into Public Law 119-74, to develop and acquire effective law enforcement equipment, technologies and interoperable communications that assist in responding to and preventing crime and expand the implementation of community policing. Equipment funded under this program should meet any applicable requirements of the National Institute of Standards and Technology's Office of Law Enforcement Standards.

Award Letter

September 25, 2026

Dear Daniel Coverley,

On behalf of the Attorney General, it is my pleasure to inform you the Office of Community Oriented Policing Services (the COPS Office) has approved the application submitted by COUNTY OF DOUGLAS for an award under the funding opportunity entitled 2026 FY26 COPS Technology and Equipment Program. The approved award amount is $400,000.
Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but

also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by the COPS Office, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Cory D. Randolph
COPS Office Deputy Director

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name
COUNTY OF DOUGLAS

UEI
KE5GF37F6F95

ORI Number
NV00300

Street 1
1594 ESMERALDA AVE

Street 2

City
MINDEN

State/U.S. Territory
Nevada

Zip/Postal Code
89423

Country
United States

County/Parish

Province

Award Details

Federal Award Date
9/25/26

Award Type
Initial

Award Number
15JCOPS-26-GG-00673-TECP

Supplement Number
00

Federal Award Amount
$400,000.00

Funding Instrument Type
Grant

Assistance Listing Number	Assistance Listings Program Title
16.710	Public Safety Partnership and Community Policing Grants

Statutory Authority

Omnibus Crime Control and Safe Streets Act of 1968, as amended, and the Violent Crime Control and Law Enforcement Act of 1994, Title I, Part Q, Public Law 103-322, 34 U.S.C. § 10381 et seq.

[X] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

Awarding Agency

Application Number
GRANT14739470

Grant Manager Name	Phone Number	E-mail Address
Francisco Bernal	202-812-5473	francisco.a.bernal@usdoj.gov

Project Title
Douglas County Sheriff's Office Mobile Command Center

Performance Period Start Date	Performance Period End Date
01/23/2026	01/31/2028

Budget Period Start Date	Budget Period End Date
01/23/2026	01/31/2028

Project Description
The FY26 Technology and Equipment Program (TEP) provides funding to state, territorial, local, Tribal, and other entities designated under the heading Community Oriented Policing Services, Technology and Equipment Community Projects / COPS Law Enforcement Technology and Equipment in the Congressional Joint Explanatory Statement – Division C, which is incorporated by reference into Public Law 119-74, to develop and acquire effective law enforcement equipment, technologies and interoperable communications that assist in responding to and preventing crime and expand the implementation of community policing. Equipment funded under this program should meet any applicable requirements of the National Institute of Standards and Technology's Office of Law Enforcement Standards.

[X] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

A financial analysis of budgeted costs has been completed. All costs listed in the approved budget below were programmatically approved based on the final proposed detailed budget and budget narratives submitted by your agency to the COPS Office. Any adjustments or edits to the proposed budget are explained below.

Budget Clearance Date: 8/27/26 10:43 AM

Budget Summary

Budget Category	Proposed Budget	Change	Approved Budget	Percentages
Sworn Officer Positions:	$0	$0	$0	
Civilian or Non-Sworn Personnel:	$0	$0	$0	
Travel:	$0	$0	$0	

Equipment:	$400,000	$0	$400,000	
Supplies:	$0	$0	$0	
SubAwards:	$0	$0	$0	
Procurement Contracts:	$0	$0	$0	
Other Costs:	$0	$0	$0	
Total Direct Costs:	$400,000	$0	$400,000	
Indirect Costs:	$0	$0	$0	
Total Project Costs:	$400,000	$0	$400,000	
Federal Funds:	$400,000	$0	$400,000	100.00%
Match Amount:	$0	$0	$0	0.00%
Program Income:	$0	$0	$0	0.00%

[X] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Other Award Documents

No other award documents have been added.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1
Restrictions on Internal Confidentiality Agreements: No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Consolidated Appropriations Act, 2026, Public Law 119-75, Division E, Title VII, Section 742.

Condition 2
Compliance with 8 U.S.C. § 1373: Authority to obligate or expend contingent on compliance with this condition. State or local government entity recipients of this award, and any subrecipient of this award at any tier that is an entity of a State or of a unit of local government, must comply with 8 U.S.C. §1373, which provides that such entities may not prohibit, or in any way restrict, any government entity or official from sending to, receiving from, maintaining, or exchanging information regarding citizenship or immigration status, lawful or unlawful, of any individual with components of the U.S. Department of Homeland Security or any other federal, state or local government entity. This includes any prohibitions or restrictions imposed or established by a State or local government entity or official.

Any obligations or expenditures of a recipient or subrecipient that are impermissible under this condition shall be unallowable costs for purposes of this award.

References to the Immigration and Naturalization Service in 8 U.S.C. 1373 are to be read, as a legal matter, as references to components of the U.S. Department of Homeland Security.

Condition 3
Federal Civil Rights and Nondiscrimination Laws (certification): The recipient agrees that its compliance with all applicable Federal civil rights and nondiscrimination laws is material to the government's decision to make this award and any payment thereunder, including for purposes of the False Claims Act (31 U.S.C. 3729-3730 and 3801-3812), and, by accepting this award, certifies that it does not operate any programs (including any such programs having components relating to diversity, equity, and inclusion) that violate any applicable Federal civil rights or nondiscrimination laws.

Condition 4
Federal Laws, Presidential Memoranda, and Executive Orders: Recipients of grant funding must comply with all applicable federal laws and Presidential Memoranda and all Executive Orders by the President.

Condition 5
Award Monitoring Activities: Federal law requires that recipients receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, enhanced office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report. 2 C.F.R. §§ 200.334 and 200.337, and, as applicable, 34 U.S.C. § 10385(a).

Condition 6
Authorized Representative Responsibility: The recipient understands that, in accepting this award, the Authorized Representatives declare and certify, among other things, that they possess the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accept (or adopt) all material requirements throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 7
Contract Provision: All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Please see appendices in the Award Owner's Manual for a full text of the contract provisions.

Condition 8
Award Owner's Manual: The recipient agrees to comply with the terms and conditions in the applicable award year COPS Office Program Award Owner's Manual; DOJ Grants Financial Guide; COPS Office statute (34 U.S.C. § 10381, et seq.) as applicable; Students, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 (34 U.S.C. § 10551, et seq.) as applicable; the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), including subsequent changes, as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

Failure to comply with one or more award requirements may result in remedial action including, but not limited to, withholding award funds, disallowing costs, suspending, or terminating the
award, or other legal action as appropriate.

Should any provision of a condition of this award be held to be invalid or unenforceable by its terms, then that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law (to any person or circumstance) under this award. Should it be held, instead, that a condition (or a provision thereof) is of utter invalidity

or unenforceability, such condition (or such provision) shall be deemed severable from this award.

Condition 9
Federal Civil Rights: The recipient and any subrecipient must comply with applicable federal civil rights and nondiscrimination statutes and regulations including: Section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d), as implemented in Subparts C and D of 28 C.F.R. Part 42; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as implemented in Subpart G of 28 C.F.R. Part 42; section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681), as implemented in Subpart D of 28 C.F.R. Parts 42 and 54; section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102), as implemented in Subpart I of 28 C.F.R. Part 42; and section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)), as implemented in Subpart D of 28 C.F.R. Part 42. In addition to applicable federal statutes and regulations that pertain to civil rights and nondiscrimination, the recipient and any subrecipient must comply with the requirements in 28 C.F.R. Parts 22 (Confidentiality of Identifiable Research and Statistical Information); 28 C.F.R. Part 23 (Criminal Intelligence Systems Operating Policies); 28 C.F.R. Part 38 (Partnerships with Faith-Based and Other Neighborhood Organizations); and 28 C.F.R. Part 46 (Protection of Human Subjects). For an overview of the civil rights laws and nondiscrimination requirements in connection with your award, please see https://www.ojp.gov/program/civil-rights/overview.

Condition 10
Duplicative Funding: The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

Condition 11
Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and COPS Office authority to terminate award): The recipient and subrecipient agree to comply with the following requirements of 2 C.F.R. Part 175, Appendix A to Part 175 – Award Term:
I. Trafficking in Persons
(a) Provisions applicable to a recipient that is a private entity. (1) Under this award, the
recipient, its employees, subrecipients under this award, and subrecipient's employees must not engage in:
(i) Severe forms of trafficking in persons;
(ii) The procurement of a commercial sex act during the period of time that this award
or any subaward is in effect;
(iii) The use of forced labor in the performance of this award or any subaward; or
(iv) Acts that directly support or advance trafficking in persons, including the following acts:
(A) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
(B) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
(1) Exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant or cooperative agreement; or
(2) The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;
(C) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
(D) Charging recruited employees a placement or recruitment fee; or
(E) Providing or arranging housing that fails to meet the host country's housing and safety standards.
(2) The Federal agency may unilaterally terminate this award or take any remedial
actions authorized by 22 U.S.C. 7104b(c), without penalty, if any private entity under this award:
(i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or
(ii) Has an employee that is determined to have violated a prohibition in paragraph
(a)(1) of this this appendix through conduct that is either:
(A) Associated with the performance under this award; or
(B) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, ''OMB
Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),'' as implemented by DOJ at 2 C.F.R. Part 2867.
(b) Provision applicable to a recipient other than a private entity. (1) The Federal agency
may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C.

7104b(c), without penalty, if a subrecipient that is a private entity under this award:
(i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or
(ii) Has an employee that is determined to have violated a prohibition in paragraph (a)(1) of this appendix through conduct that is either:
(A) Associated with the performance under this award; or
(B) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, ''OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),'' as implemented by 2 C.F.R. Part 2867.
(c) Provisions applicable to any recipient.
(1) The recipient must inform the Federal agency and the Inspector General of the Federal agency immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a)(1) of this appendix.
(2) The Federal agency's right to unilaterally terminate this award as described in paragraphs (a)(2) or (b)(1) of this appendix:
(i) Implements the requirements of 22 U.S.C. 78, and
(ii) Is in addition to all other remedies for noncompliance that are available to the Federal agency under this award.
(3) The recipient must include the requirements of paragraph (a)(1) of this award term in any subaward it makes to a private entity.
(4) If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).
(d) Definitions. For purposes of this award term:
Employee means either:
(1) An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this award; or
(2) Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing
requirements.
Private Entity means any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
The terms ''severe forms of trafficking in persons,'' ''commercial sex act,'' ''sex trafficking,'' ''Abuse or threatened abuse of law or legal process,'' ''coercion,'' ''debt bondage,'' and ''involuntary servitude'' have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Condition 12
Termination: Recipient understands and agrees that the COPS Office may terminate funding, in whole or in part, for the following reasons:
(1) When the recipient fails to comply with the terms and conditions of a Federal award.
(2) When the recipient agrees to the termination and termination conditions.
(3) When the recipient provides the COPS Office written notification requesting termination including the reasons, effective date, and the portion of the award to be terminated. The COPS Office may terminate the entire award if the remaining portion will not accomplish the purposes of the award.
(4) Pursuant to any other award terms and conditions, including, when an award no longer effectuates the program goals or agency priorities to the extent such termination is authorized by law.
2. C.F.R. § 200.340.

Condition 13
Recipient Integrity and Performance Matters: For awards over $500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:
I. Reporting of Matters Related to Recipient Integrity and Performance
(a) General Reporting Requirement.
(1) If the total value of your active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient must ensure the information available in the responsibility/qualification records through the System for Award Management (SAM.gov), about civil, criminal, or administrative proceedings described in paragraph (b) of this

award term is current and complete. This is a statutory requirement under section 872 of Public Law 110–417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111– 212, all information posted in responsibility/qualification records in SAM.gov on or after April 15, 2011 (except past performance reviews required for Federal procurement contracts) will be publicly available.
(b) Proceedings About Which You Must Report.
(1) You must submit the required information about each proceeding that—
(i) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
(ii) Reached its final disposition during the most recent five-year period; and
(iii) Is one of the following—
(A) A criminal proceeding that resulted in a conviction;
(B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;
(C) An administrative proceeding that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or
(D) Any other criminal, civil, or administrative proceeding if—
(1) It could have led to an outcome described in paragraph (b)(1)(iii)(A) through (C);
(2) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
(3) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.
(c) Reporting Procedures. Enter the required information in SAM.gov for each proceeding described in paragraph (b) of this award term. You do not need to submit the information a second time under grants and cooperative agreements that you received if you already provided the information in SAM.gov because you were required to do so under Federal procurement contracts that you were awarded.
(d) Reporting Frequency. During any period of time when you are subject to the requirement in paragraph (a) of this award term, you must report proceedings information in SAM.gov for the most recent five-year period, either to report new information about a proceeding that you have not reported previously or affirm that there is no new information to report. If you have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000, you must disclose semiannually any information about the criminal, civil, and administrative proceedings.
(e) Definitions. For purposes of this award term—
Administrative proceeding means a nonjudicial process that is adjudicatory in nature to make a determination of fault or liability (for example, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with the performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere. Total value of currently active grants, cooperative agreements, and procurement contracts includes the value of the Federal share already received plus any anticipated Federal share under those awards (such as continuation funding).

Condition 14
Reporting Subawards and Executive Compensation: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:
I. Reporting Subawards and Executive Compensation
(a) Reporting of first-tier subawards—(1) Applicability. Unless the recipient is exempt as provided in paragraph (d) of this award term, the recipient must report each subaward that equals or exceeds $30,000 in Federal funds for a subaward to an entity or Federal agency. The recipient must also report a subaward if a modification increases the Federal funding to an amount that equals or exceeds $30,000. All reported subawards should reflect the total amount of the
subaward.
(2) Reporting Requirements. (i) The entity or Federal agency must report each subaward
described in paragraph (a)(1) of this award term to the Federal Funding Accountability
and Transparency Act Subaward Reporting System (FSRS) at http://www.fsrs.gov.
(ii) For subaward information, report no later than the end of the month following the month in which the subaward was issued. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).
(b) Reporting total compensation of recipient executives for entities—(1) Applicability. The recipient must report the total compensation for each of the recipient’s five most highly compensated executives for the preceding completed

fiscal year if:
(i) The total Federal funding authorized to date under this Federal award equals or exceeds $30,000;
(ii) in the preceding fiscal year, the recipient received:
(A) 80 percent or more of the recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and
(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,
(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)
(2) Reporting Requirements. The recipient must report executive total compensation described in paragraph (b)(1) of this appendix:
(i) As part of the recipient's registration profile at https://www.sam.gov.
(ii) No later than the month following the month in which this Federal award is made, and annually after that. (For example, if this Federal award was made on November 7, 2025, the executive total compensation must be reported by no later than December 31, 2025.)
(c) Reporting of total compensation of subrecipient executives—(1) Applicability. Unless a first-tier subrecipient is exempt as provided in paragraph (d) of this appendix, the recipient must report the executive total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:
(i) The total Federal funding authorized to date under the subaward equals or exceeds $30,000;
(ii) In the subrecipient's preceding fiscal year, the subrecipient received:
(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,
(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal awards (and subawards) subject to the Transparency Act; and
(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)
(2) Reporting Requirements. Subrecipients must report to the recipient their executive total compensation described in paragraph (c)(1) of this appendix. The recipient is required to submit this information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at http://www.fsrs.gov no later than the end of the month following the month in which the subaward was made. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).
(d) Exemptions. (1) A recipient with gross income under $300,000 in the previous tax year is exempt from the requirements to report:
(i) Subawards, and
(ii) The total compensation of the five most highly compensated executives of any subrecipient.
(e) Definitions. For purposes of this award term:
Entity includes:
(1) Whether for profit or nonprofit:
(i) A corporation;
(ii) An association;
(iii) A partnership;
(iv) A limited liability company;
(v) A limited liability partnership;
(vi) A sole proprietorship;
(vii) Any other legal business entity;
(viii) Another grantee or contractor that is not excluded by subparagraph (2); and
(ix) Any State or locality;
(2) Does not include:

(i) An individual recipient of Federal financial assistance; or
(ii) A Federal employee.
Executive means an officer, managing partner, or any other employee holding a management position.
Subaward has the meaning given in 2 CFR200.1.
Subrecipient has the meaning given in 2CFR 200.1.
Total Compensation means the cash and noncash dollar value an executive earns during an entity's preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).

Condition 15
Assurances and Certifications: The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

Condition 16
Conflict of Interest: Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in 2 C.F.R. § 200.112.

Condition 17
Debarment and Suspension: The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in federal assistance programs. 2 C.F.R. Part 180 (Government-wide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

Condition 18
Equal Employment Opportunity Plan (EEOP): Please see the Office for Civil Rights website https://www.ojp.gov/eeop-notice for current information on the recipient's responsibilities related to the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan.

Condition 19
Employment Eligibility: The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

Condition 20
Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information: Recipients and subrecipients agree not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. Recipients and subrecipients also agree to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

Condition 21
False Statements: False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law. 31 U.S.C. § 3729-3733.

Condition 22
Mandatory Disclosure: Recipients and subrecipients must timely disclose in writing to the Federal awarding agency or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over $500,000 must also report certain civil, criminal, or administrative proceedings in SAM and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. §

200.339. 2 C.F.R. § 200.113.

Condition 23
Reports/Performance Goals: To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic performance reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R. §§ 200.328 - 200.329. The performance report is used to track your agency's progress in implementing the award, and, as applicable, community policing strategies including gauging the effectiveness of your agency's community policing capacity. The Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.

Condition 24
System for Award Management (SAM.gov) and Universal Identifier Requirements: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:
I. System for Award Management (SAM.gov) and Universal Identifier Requirements
(a) Requirement for System for Award Management. (1) Unless exempt from this requirement under 2 CFR 25.110, the recipient must maintain a current and active registration in SAM.gov. The recipient's registration must always be current and active until the recipient submits all final reports required under this Federal award or receives the final payment, whichever is later. The recipient must review and update its information in SAM.gov at least annually from the date of its initial registration or any subsequent updates to ensure it is current, accurate, and complete. If applicable, this includes identifying the recipient's immediate and highest-level owner and subsidiaries and providing information about the recipient's predecessors that have received a Federal award or contract within the last three years.
(b) Requirement for Unique Entity Identifier (UEI). (1) If the recipient is authorized to make subawards under this Federal award, the recipient:
(i) Must notify potential subrecipients that no entity may receive a subaward until the entity has provided its UEI to the recipient.
(ii) Must not make a subaward to an entity unless the entity has provided its UEI to the recipient. Subrecipients are not required to complete full registration in SAM.gov to obtain a UEI.
(c) Definitions. For the purposes of this award term:
System for Award Management (SAM.gov) means the Federal repository into which a recipient must provide the information required for the conduct of business as a recipient. Additional information about registration procedures may be found in SAM.gov (currently at https://www.sam.gov).
Unique entity identifier means the universal identifier assigned by SAM.gov to uniquely identify an entity.
Entity is defined at 2 CFR 25.400 and includes all of the following types as defined in 2 CFR 200.1:
(1) Non-Federal entity;
(2) Foreign organization;
(3) Foreign public entity;
(4) Domestic for-profit organization; and
(5) Federal agency.
Subaward has the meaning given in 2 CFR 200.1.
Subrecipient has the meaning given in 2 CFR 200.1.

Condition 25
Additional High-Risk Recipient Requirements: The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient. 2 C.F.R. § 200.208.

Condition 26
Criminal Intelligence Systems: Recipients using award funds to operate an interjurisdictional criminal intelligence system must comply with the operating principles of 28 C.F.R. Part 23. At the time of application, the recipient assured the COPS Office that it will comply with the requirements of 28 C.F.R. Part 23.

Condition 27
Allowable Costs: The funding under this award is for the payment of approved costs for program-specific purposes. The allowable costs approved for your agency's award are limited to those listed in your agency's award package. In

accordance with 2 C.F.R. § 200.400(g), the recipient or subrecipient must not earn or keep any profit resulting from the award. Your agency may not use award funds for any costs not identified as allowable in the award package.

Condition 28
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment: Recipient agrees that it, and its subrecipients, will not use award funds to extend, renew, or enter into any contract to procure or obtain any covered telecommunication and video surveillance services or equipment as described in 2 CFR §200.216. Covered services and equipment include telecommunications or video surveillance services or equipment produced or provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of China. The use of award funds on covered telecommunications or video surveillance services or equipment are unallowable.
2. C.F.R. § § 200.216 & 471. See also Section 889 of the John S. McCain National Defense Authorization Act of Fiscal Year 2019, Public Law 115-232.

Condition 29
Sole Source Justification: Recipients who have been awarded funding for the procurement of an item (or group of items) or service in excess of the simplified acquisition threshold (currently, $350,000) and who plan to seek approval for use of a noncompetitive procurement process must provide a written sole source justification to the COPS Office for approval prior to obligating, expending, or drawing down award funds for that item or service. 2 C.F.R. § 200.325(b)(2).

Condition 30
Buy America Preference
Recipients of an award of Federal financial assistance for the construction, alteration, maintenance, or repair of infrastructure are hereby notified that none of the funds provided under this award may be used for an infrastructure project unless:
(1) All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) All manufactured products used in the project are produced in the United States— this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and
(3) All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards are listed below.

Incorporation into an infrastructure project. The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Categorization of articles, materials, and supplies. An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

Application of the Buy America Preference by category. An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

Determining the cost of components for manufactured products. In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

(a) For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(b)For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

Construction material standards. The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered “produced in the United States.” Except as specifically provided, only a single standard should be applied to a single construction material.

(1) Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.

(2) Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.

(3) Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.

(4) Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.

(5) Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.

(6) Lumber. All manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.

(7) Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.

(8) Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

Waivers.
When necessary, recipients may apply for, and the Office of Community Oriented Policing Services (COPS Office) may grant, a waiver from these requirements.

The COPS Office may waive the application of the Buy America Preference when it has determined that one of the following exceptions applies:

(1) applying the Buy America Preference would be inconsistent with the public interest;
(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the Buy America Preference must be in writing. If requested, the COPS Office will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

Recipients do not need to obtain a waiver of the Buy America Preference requirements from the COPS Office if they will use only iron, steel, manufactured products, and construction materials that meet the criteria as specified above for the project.

If a recipient determines a waiver is necessary, an application for a waiver should be submitted as soon as possible and provide detailed information to expedite the COPS Office's review. Recipients agree not to obligate, expend or draw down funds for infrastructure projects or activities unless they comply with the Buy America Preference requirements or request and obtain a waiver of the requirements from the COPS Office.

If you have any questions about this requirement or requesting a waiver of the requirement, please contact your COPS Office Program Manager at 800-421-6770.

Condition 31
Domestic preferences for procurements: Recipient agrees that it, and its subrecipients, to the greatest extent practicable, will provide a preference for the purchase, acquisition, or use of goods, products, and materials produced in, and services offered in, the United States. 2. C.F.R. § 200.322 and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers, January 25, 2021.

Condition 32
Requirement to report actual or imminent breach of personally identifiable information (PII).

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of a COPS Office grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to the recipient's COPS Office Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 33
Community Policing: Community policing activities to be initiated or enhanced by your agency were identified and described in your award application. All equipment, technology, training, and civilian positions awarded under your agency's COPS Office award must be linked to the implementation or enhancement of community policing. 34 U.S.C. § 10382 (c)(10).

Condition 34
Travel Costs: Travel costs for transportation, lodging and subsistence, and related items are allowable with prior approval from the COPS Office. Payment for allowable travel costs will be in accordance with 2 C.F.R. § 200.475.

Condition 35
The Paperwork Reduction Act Clearance and Privacy Act Review: Recipient agrees, if required, to submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget (OMB) for clearance under the Paperwork Reduction Act (PRA). Before submission to OMB, all information collections that request personally identifiable information must be reviewed by the COPS Office to ensure compliance with the Privacy Act. The Privacy Act compliance review and the PRA clearance process may take several months to complete. 44 U.S.C. §§ 3501-3520 and 5 U.S.C. § 552a.

Condition 36
Evaluations: The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The recipient agrees to cooperate with the monitors and evaluators. 34 U.S.C. § 10385(b).

Condition 37
Extensions: Recipients may request an extension of the award period to receive additional time to implement their award program. Such extensions do not provide additional funding. Only those recipients that can provide a

reasonable justification for delays will be granted no-cost extensions. Extension requests must be received prior to the end date of the award. 2 C.F.R. §§ 200.308(f)(10) and 200.309.

Condition 38
Supplementing, not Supplanting: State, local, and tribal government recipients must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

Condition 39
Modifications: Award modifications are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308(i). For federal awards in excess of the simplified acquisition threshold (currently, $350,000), any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office.

Condition 40
State Information Technology Point of Contact: The recipient agrees to ensure that the appropriate State Information Technology Point of Contact receives written notification regarding any technology or information-sharing project funded by this award during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to https://it.ojp.gov/technology-contacts.

Condition 41
Computer Network Requirement: The recipient understands and agrees that no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this requirement limits the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities. Commerce, Justice, Science; Energy and Water Development; and Interior and Environment Appropriations Act, 2026, Public Law 119-74, Division A, Title V, Section 527.

Condition 42
Contracts and/or MOUs with Other Jurisdictions: Items funded under this award must only be used for law enforcement activities or services that benefit your agency and the population that it serves and cannot be utilized by other agencies unless the items benefit the population that your agency serves.

Condition 43
Unmanned Aircraft Systems: Recipients using award funding for Unmanned Aircraft Systems (UAS) understand and agree to the following:
1. Any UAS purchased must be one manufactured by an entity included, as of the date of purchase on the U.S. Department of War, Defense Contract Management Agency (DCMA) Blue UAS Cleared List (available at https://bluelist.appsplatformportals.us/);
2. Any UAS purchased must not be manufactured by an entity that will be included, as of the date of purchase, on the International Trade Administration of the Department of Commerce's Consolidated Screening List (available at https://www.trade.gov/consolidated-screening-list);
3. No modifications or additional accessories that are not on the DCMA Blue UAS Cleared List will be introduced to the purchased UAS. Further, the applicant understands that the entity operating the UAS must have sufficient policies and procedures regarding privacy, civil liberties, and information technology cybersecurity related to the operation of the UAS; and
4. Counter-UAS or activities are unallowable under this program.
For the purpose of this award condition, the terms "unmanned aircraft system," "drone," and "unmanned aerial vehicle"

all have the meaning given to the term “unmanned aircraft system” in 49 U.S.C. § 44801(12). The term “counter-UAS” has the meaning given to the term “counter-UAS system “in 49 U.S.C. § 44801(5).

Condition 44
Compliance with National Environmental Policy Act and related statutes: Upon request, the recipient must assist the COPS Office in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds. Accordingly, the recipient agrees to determine if new construction or renovation or remodeling of a property will be funded by the grant, and if so, agrees to comply with all NEPA requirements prior to obligating, expending, or drawing down award funds for any award purposes. The recipient understands and agrees that complying with NEPA may require the preparation of an environmental study, including an Environmental Assessment (EA) and/or an Environmental Impact Statement (EIS), as directed by the COPS Office. The NEPA compliance process may take several months to complete. 42 U.S.C. §§ 4321 et seq.

[X] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant’s legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
COPS Office Deputy Director	Cory D. Randolph	9/23/26 4:55 PM

Authorized Representative

☑ Declaration and Certification (Law Enforcement Executive/Program Official)

Entity Acceptance

Title of Authorized Entity Official
Sheriff

Name of Authorized Entity Official
Daniel Coverley

Signed Date And Time
10/12/2026 12:04 PM

☑ Declaration and Certification (Government Executive/Financial Official)

Entity Acceptance

Title of Authorized Entity Official
Chief Operating Officer

Name of Authorized Entity Official
Kathy Lewis

Signed Date And Time
10/19/2026 2:26 PM

Douglas County Finance Department

Grant Information Form

Complete only GREY areas

Today's Date	10.20.26	**Fund-Department #**	101	219
Project Number	27F15	**Fund-Department Name**	Sheriff	Vehicles
Grant Title	Sheriff Mobile Command Vehicle CPF			
Grant Purpose	Purchase one (1) Mobile Command Vehicle			
Awarding Entity	DOJ - Office of Community Oriented Policing Services (COPS Office)			
Total Grant Funds	$ 400,000.00			
Grant Start Date	1.23.26	**End Date**	1.31.28	
Grant Type	☑ Federal- Enter CFDA ☐ State ☐ Other	(description of Other)		
Federal CFDA#	16.71	**Agreement Number**	15JCOPS-26-GG-00673-TECP	
Method of Funding	☐ Advance ☑ Reimbursement			
Reporting Frequency	☐ Monthly ☑ Quarterly ☐ Semi-Annually ☐ Annually ☐ Upon Completion			
Reporting Due By	30th after the end of the quarter	(EX: 10th, 15th, 30th after the end of the Quarter)		
County Match Required?	☑ No ☐ Yes - enter $amount or %	**Match Amt**	$ -	**or Match %** 0%
Match Type	☐ In-Kind **or** ☐ Cash			

Complete only GREY areas

	Fund	Dept		
Fund-Department #	101	219	**Project Number**	**27F15**
Fund-Department Name	Sheriff	Vehicles		

Financial Information

		Source of Funds (Name of Awarding entity)			
Revenue					
101-000 331.500	Grant Revenue - Federal	$ 400,000.00	$ -	$ -	
101-000 331.510	Grant Revenue - State	$ -	$ -	$ -	
101-000 360.300	Grant Revenue - Non-Govt.	$ -	$ -	$ -	
	Total Revenue	$ 400,000.00	$ -	$ -	$ 400,000.00
	Match - Non Grant Reimbursement	$ -	$ -	$ -	

Expenditures

		First Year	Second Year	Third Year	
Various	Salaries & Benefits	$ -	$ -	$ -	$ -
101-219 532.003	Gas & Oil	$ -	$ -	$ -	
101-219 520.088	Utilities	$ -	$ -	$ -	
101-219 000.000	Maint Bldg & Grounds	$ -	$ -	$ -	
101-219 562.100	Grants-Capital Outlay	$ 400,000.00	$ -	$ -	
		$ -	$ -	$ -	
		$ -	$ -	$ -	
	Subtotal Expenses	$ 400,000.00	$ -	$ -	
101-219 562.100	Grant Match - Capital Outlay	$ -	$ -	$ -	
101-219 511.150	Grant Match - Salary	$ -	$ -	$ -	
101-219 541.501	Grant Match - Serv & Supplies	$ -	$ -	$ -	
	Subtotal Match	$ -	$ -	$ -	
	Total Expenditure	$ 400,000.00	$ -	$ -	$ 400,000.00
	Total Match	$ -	$ -	$ -	$ -

Where will match funds come from?

No Match required

Grant Awarded Funds

Year	Amount
FY26-27	$ 400,000.00
FY27-28	$ -
FY28-29	$ -
Total	$ 400,000.00

AGENDA ITEM NO. R.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: November 5, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to approve a five-year contract between the Douglas County Sheriff's Office and Motorola Solutions, Inc. to provide Computer Aided Dispatch and related Records Management Services to the Douglas County Sheriff's Office and Douglas County Emergency Communications from July 1, 2027, through June 30, 2032, at a cost of $175,000 per year. (Undersheriff Elges)

RECOMMENDED MOTION:
Approve a five-year contract between the Douglas County Sheriff's Office and Motorola Solutions, Inc. to provide Computer Aided Dispatch and related Records Management Services to the Douglas County Sheriff's Office and Douglas County Emergency Communications from July 1, 2027, through June 30, 2032, at a cost of $175,000 per year, as presented.

FINANCIAL IMPACT:
The contract cost is $175,000 per year for five years. This is a more than 41% increase from $124,000 to $175,000 per year. The cost of the contract is split between the Douglas County Sheriff's Office (DCSO) and Douglas County 911 Emergency Services with DCSO paying approximately 75% of the cost, and Emergency management paying approximately 25% of the cost. The Sheriff's Office and Finance will coordinate to build in the cost increase of the contract for the FY 2027-28 budget. For Emergency Services, the increase cost will be supported by property taxes specific to 911 services and user fees.

BACKGROUND:

Since 2007, Motorola Solutions, Inc. has provided Computer-Aided Dispatch and Records Management System (CAD/RMS) services to the Douglas County Sheriff’s Office (DCSO) and Douglas County Emergency Communications. Emergency Communications provides dispatch services for DCSO, East Fork Fire Protection District, Tahoe Douglas Fire Protection District, Alpine County Sheriff’s Office, and Tribal Police.

The Motorola CAD/RMS system is a critical component of Douglas County's public safety infrastructure. The system supports law enforcement and emergency calls for service, computer-aided dispatch operations, report generation, records management, and long-term storage of public safety records. Its continued operation is essential to the services provided by DCSO and Douglas County Emergency Communications, and to the public safety agencies they support.

Several modules within the County's existing CAD/RMS system are reaching end-of-life and will no longer provide the functionality or long-term support necessary for continued operations. As a result, Douglas County anticipates increased costs associated with maintaining and transitioning from the existing system over the next several years.

Beginning in Fiscal Year 2027, the proposed agreement with Motorola Solutions will transition Douglas County to updated CAD/RMS modules while establishing predictable costs through a five-year price commitment. Entering into the agreement will allow the County to modernize its public safety technology, maintain continuity of critical dispatch and records-management services, and provide greater budget certainty by locking in pricing for the duration of the five-year agreement.

ATTACHMENTS:
Motorola Contract 2026.pdf

MOTOROLA SOLUTIO



Flex Plus Subscription

Taylor Morris +1 (801) 902 1876 taylor.morris@motorolasolutions.com

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc. MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2023 Motorola Solutions, Inc. All rights reserved.

Douglas County Sheriff's Office, Nevada

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MOTOROLA SOLUTIONS

Motorola Solutions, Inc.
500 W Monroe Street, Ste 4400
Chicago, IL 60661-3781
USA

August 13th, 2026

Douglas County Sheriff's Office, Nevada

RE: Flex Subscription Suite

Dear Douglas County Sheriff's Office, Nevada

Motorola Solutions, Inc. (Motorola) appreciates the opportunity to provide the Douglas County Sheriff's Office, NV with quality systems and software solutions. Motorola's project team has taken great care to propose a solution to address your needs and provide exceptional value..

Motorola's proposal is conditional upon Agency's acceptance of the terms and conditions of the Motorola Solutions Customer Agreement ("MCA"), its Exhibits and applicable Addenda, or a negotiated version thereof. Pricing will remain valid for 60 days from the date of this proposal. The Douglas County Sheriff's Office, NV may accept the proposal by providing to Motorola a signed copy of the MCA. The Douglas County Sheriff's Office, NV plans to budget for this project.

Any questions the County has regarding this proposal can be directed to Taylor Morris, via phone at 801.902.1876 or email at taylor.morris@motorolasolutions.com.

Our goal is to provide the Douglas County Sheriff's Office, NV with the best products and services available in the public safety industry. We thank you for the opportunity to present our proposed solution, and we hope to strengthen our relationship by implementing this project.

Sincerely,

Max Jenkins
Area Sales Manager

MOTOROLA SOLUTIONS, INC.

New Functionality System Description

Solution Summary

Motorola Solutions is pleased to present the following Solution for Douglas County Sheriff's Office, NV(hereinafter referred to as the "County"). Our solution is based on our interpretation of the requirements derived from our discussions with you.

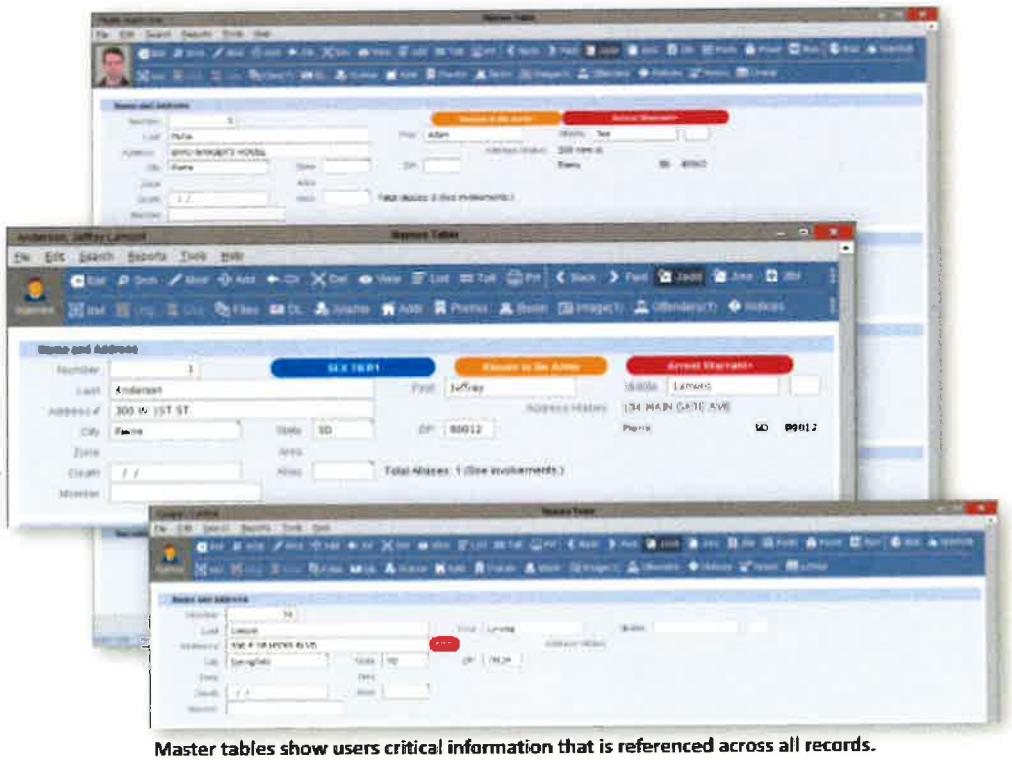
NEW FUNCTIONALITY OR SERVICES:
2 Summit Travel Packages per year to 2027-2031 Summits
CAD Continuity
CAD Web Client
Radius Mapping
Radio Transcription
CC Responder
Internal Agency Alerting
Collaborate
Link
Private Premise Info
Multi Agency Data Search
Endpoint Security

Flex Integrated Hub General Functionality Solution Description

General Hub

Flex's Hub design allows all information to be entered, stored, and extracted in real-time. Additionally, all applications in the system reference the same repository of information, preventing duplicate data entry and saving time. Lastly, it provides agencies with instant access to information as soon as they enter it into the system. The Flex system provides these time-saving benefits with the following technology:

- Centralized database
- Central tables that cross-reference information system-wide



Master tables show users critical information that is referenced across all records.

The system's master tables share information among all modules in real-time. Because our Integrated Hub automatically transfers data between all Flex applications, our customer agencies

have immediate access to all data from the moment it is entered. To facilitate this integration, the system features several central tables that cross-reference information system-wide, including names, vehicles, wanted persons, and property.

Geographic Information Systems (GIS)

GIS technology is at the core of Flex's mapping technology. GIS helps users make proper decisions based on accurate location information. We partner with Esri®, the nation's most trusted mapping provider to leverage the latest technology. Flex GIS interfaces directly with the Esri® ArcGIS server, eliminating an agency's need to load mapping information into the local database.

Dispatch-Friendly Features

Flex's GIS solution maximizes dispatchers' use of the system. It automatically routes every call to the correct dispatcher, and reduces the likelihood of responding to the same incident twice. Additionally, our solution gives dispatchers the tools to make sure the closest unit responds to a given call. Flex provides these solutions with:

- Zone assignments
- Alerts for duplicate calls
- Directions to call locations
- CAD Mapping and Mobile AVL

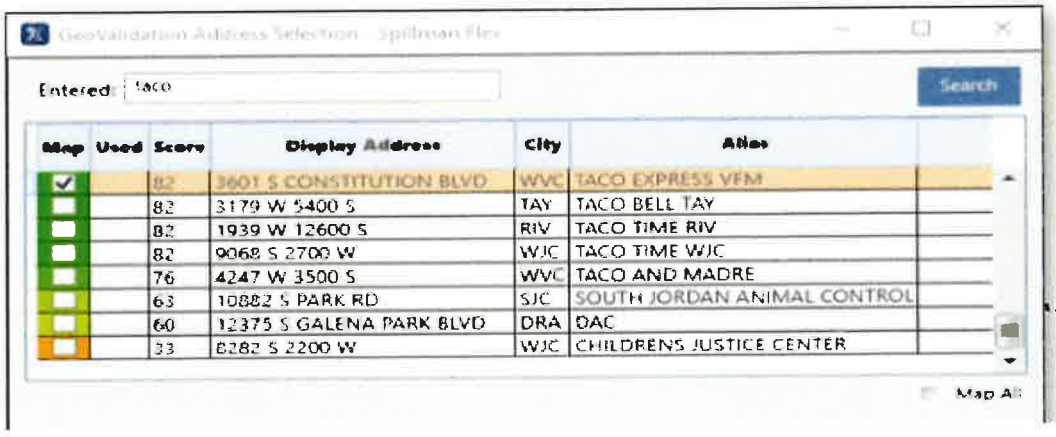
Common Place Names

Agencies can customize the Flex GIS solution to reflect specific jurisdictions. Agency-defined common place names save users time by allowing them to input place names instead of street addresses. For example, users can enter "State Capitol" instead of the capitol's street address. The system also accommodates landmarks, mile markers, highway exits, street intersections, and overpasses based on how the agency builds the database.

Accurate Address Verification

Flex's GIS solution optimizes agency responses, eliminates confusion, improves accuracy, and gives users the ability to quickly identify correct addresses when the system cannot find an exact match. The system's address verification does this by displaying:

- Accurate and verified geographic information
- Specific addresses and intersections, including x- and y-coordinates
- Color-coded address candidates
- Flex's Address Selection screen



Reverse Geocoding

Flex GIS simplifies operations by translating geographic coordinates into estimated addresses plotted on a map. By reverse geocoding data, users can quickly select the appropriate location for any situation. When users enter coordinate data, the software displays a list of all matching addresses.

Safe Incident Response

Our GIS solution improves officer safety by notifying users of warrants, alerts, and past criminal incidents associated with an address. Visual alerts allow users to make informed decisions and prepare for any possible scenario. For example, address alerts appear in red, and indicate details about any previous incidents. If an address has multiple alerts, a plus sign (+) appears at the end of the alert.

Endpoint Security

1.1 Overview

Motorola Solutions, Inc.'s (Motorola) Endpoint Security service (Service), reduces the risk that a cybersecurity threat will impact endpoint availability, integrity, and confidentiality. The Service includes detection and protection capabilities using endpoint detection and response (EDR) technology, coupled with 24x7 security operations center (SOC) monitoring. Cybersecurity analysts, trained to work on Motorola's mission-critical systems, will monitor the Customer's system for signs of cybersecurity threats.

The below sections describe the deliverables of the Service, its technologies, and service obligations. The Included Services section provides the quantities specifically contracted.

This Statement of Work (SOW), including all of its subsections and attachments, is an integral part of the applicable agreement (Agreement) between Motorola Solutions, Inc. (Motorola) and the Customer (Customer) and is subject to the terms and conditions set forth in the Agreement.

In the event of a conflict between the terms and conditions of an Agreement and the terms and conditions of this SOW, this SOW will control as to the inconsistency only.

1.2 Project Deployment

In order to establish initial expectations for deployment, Motorola will work with the Customer to help understand the impact of introducing a new solution to their system, as well as aid in the Customer's preparedness for the implementation and support of EDR with SOC monitoring.

1.2.1 Motorola Responsibilities

- Provide the subscribed Service.
- Schedule a service kick-off meeting with the Customer. The kick-off meeting will be conducted remotely at the earliest mutually available opportunity.This kickoff meeting will constitute the beginning of service.
- Provide detailed requirements regarding Customer infrastructure preparation actions within ten business days of the kick-off meeting.
- Provision tools in accordance with the requirements of this Service, and consistent with information gathered in earlier phases.
- Provide required Customer deployment actions within ten business days of the completion of all infrastructure readiness tasks.

1.2.2 Customer Responsibilities

- Provide reasonable assistance to Motorola to perform the Service, as described in this SOW. This assistance includes, but is not limited to, smart hands assistance with issues that may require physical access to the software affected by this Service, or virtual

assistance with environmental issues that require administrative access to software affected by this Service.
- Attend the service kick-off meeting at the earliest mutually available opportunity.
- Perform all network and system integrations necessary for EDR. This includes providing external Internet connectivity for EDR security components.
- Where applicable install agents on in-scope system components.
- Provide the name, email, telephone numbers for all shipping, installation, and security Points-of-Contact (POC).
- The Customer must accomplish all infrastructure preparation tasks within the agreed timeframe, as laid out in the detailed requirements.
- Endpoint Security requires a connection from the Customer's system to Motorola's SOC and to the Internet. There should be an established connectivity with 10Mbps per system bandwidth, before service commences.

Failure to complete the actions above will delay the accomplishment of the implementation.

1.3 Description of Service

1.3.1 Endpoint Detection and Response

Endpoint Detection and Response (EDR) is cybersecurity protection software that detects threats on your system server. It provides threat intelligence, automated investigation, and orchestrated response actions (i.e. isolate host, block list a file, allow list a file, and remove a file) to optimize protection of critical systems in accordance with the configuration defined at deployment.

EDR enables analysts to initiate response actions on endpoints and to respond to detection of verified malicious activity within the Customer's system. Available responses are determined by the EDR tool and the Customer's security policies.

Motorola utilizes the capabilities of Palo Alto's Cortex XDR solution. Motorola reserves the right to modify the solution for the Endpoint Security Service at its discretion.

Motorola Responsibilities

- Configure and deploy the EDR service on Motorola supplied equipment, and integrate Service Connector(s) necessary to monitor and interact with the EDR solution.
- Provide ports and protocols to the Customer for the EDR solution.
- Provide recommendations on endpoint security and configuration to optimize threat identification.
- When available, remotely provide the customer the latest applicable EDR agent updates by pushing updates to the Customer servers and clients.
- The SOC consults with the Customer on the appropriate deployment of the EDR solution.
- The SOC will open Security Cases with the Customer with recommended actions as appropriate.

Customer Responsibilities

- Deploy and maintain EDR agents to Customer supplied and equipment.
- Configure networking infrastructure to allow EDR agents to communicate over the internet with the cloud.
- Initiate response actions on endpoints where Motorola is not authorized and/or enabled to respond via the EDR solution.
- Comply/consent with the terms of applicable licenses, privacy statements, or other third-party agreements where third-party software or services are utilized or provided by/through Motorola, including applicable EDR solution provider's end user license agreements (EULAs), if any.
- Obtain any third-party consents required to enable Motorola to provide the monitoring service, if applicable.
- Maintain their system on the supported SW release versions as defined in the software support policy.

Limitations and Exclusions

- The Service is limited to the following
  - <P1> System servers
  - <FLEX> System servers
  - <VESTA 9-1-1> System servers and workstations / consoles
  - <VESTA NXT Cloud> Workstations / Consoles
  - <VESTA On-Premise> System servers and workstations / consoles
- All other equipment is excluded from this Service
- Latest releases of EDR agents will be tested and certified on the current supported software release versions as defined by the Software Support Policy. If the customer's system is not kept in line with the current supported software, then Motorola can not guarantee full effectiveness of this Service.
- Latest releases of EDR agents will be tested and certified on the current software release version. If the customer's system is not kept in line with the current software, then Motorola will not be responsible for full effectiveness of this Service.To restore full effectiveness of the service, Motorola may advise the Customer of the need to upgrade to the current software release version.

1.4 Security Operations Center 24/7 Coverage

Motorola cybersecurity analysts at our SOC will use a Security Orchestration, Automation and Response (SOAR) platform. This will provide remote security threat support to the Customer and their connected networks, applications, and devices on a 24/7 basis. To initiate the SOC Monitoring service to function, Motorola and the Customer must perform the support tasks and responsibilities described in the following sections.

1.4.1 Description of Services

Motorola delivers SOC Monitoring using one or more SOC facilities. The SOC includes any centralized hardware and software used to deliver this Service. The SOC and its centralized hardware and software are housed within an SSAE-18 compliant data center.

Motorola SOC is staffed with security professionals who will monitor customer systems. In addition, SOC staff will investigate and triage detected threats, and recommend responses to the Customer.

1.4.2 Scope

Motorola SOC will provide continuous 24/7 monitoring through automated tools and review by trained security analysts. Motorola will analyze events and notify the Customer in accordance with Table 1.2: Notification Procedures.

Motorola will start monitoring the Service in accordance with Motorola processes and procedures after deployment, as described in Section 1.2: Project Deployment.

The Customer will be able to open a support request for the SOC via a toll-free telephone number or email address. Support requests are stored in a ticketing system for accountability and reporting and will be responded to in accordance with section 1.4.5.1 Response times.

1.4.3 Ongoing Service Responsibilities

Motorola Responsibilities

- If a probable security incident is detected, provide phone and email support to:
  - Attempt to determine the extent of compromise using existing monitoring capabilities in place as part of the Service.
  - Analysis and support to help the Customer determine if the Customer's corrective actions are effective.
  - Provide 24/7 monitoring, in parallel with analysis, to support security response.

Customer Responsibilities

- Provide Motorola with accurate and up-to-date information, including the name, email, and telephone numbers for all designated, authorized Customer escalation POC.
- Provide a network map detailing the Customer's network architecture for network(s) in scope for the Service, if applicable.
- Provide a timely response to SOC security incident tickets or investigation questions.
- Provide an established service window in which qualified IT personnel will be able to respond to major event escalations.
- Notify Motorola at least 24 hours in advance of any scheduled maintenance, network administration activity, or system administration activity that would affect Motorola's ability to perform the Managed Security Operations Center Service, as described in this SOW.

1.4.4 Service Module Specific Security Operations Center Services

Endpoint Detection and Response

- The Motorola SOC will consult with the Customer on the appropriate deployment of the EDR solution.

Motorola Responsibilities

- When applicable, provide recommendations on endpoint security policy and configuration to optimize threat identification.
- Maintain, with input from Customer, a response plan for defined endpoint security scenarios.

Customer Responsibilities

- Initiate response actions on endpoint solutions that are not available as remote actions on the EDR solution in use.

1.4.5 Response Times, Notification, and Tuning

1.4.5.1 Response Times

Priority for alert generated incident or event of interest is determined by the Security Orchestration, Automation and Response (SOAR) platform that processes multiple incoming alert feeds, automation playbooks and cybersecurity analyst knowledge.

Priority	Definition	Service Coverage
Critical	Security incidents that have caused, or are suspected to have caused significant damage to the functionality of the Customer's system or information stored within it. Efforts to recover from the incident may be significant. Examples: ▪ Malware that is not quarantined by anti-virus ▪ Evidence that a monitored component has communicated with suspected malicious actors.	Response provided 24 hours, 7 days a week, including US Public Holidays.
High	Security incidents that have localized impact and may become more serious if not quickly addressed. Effort to recover from the incident may be moderate to significant. Examples: ▪ Malware that is quarantined by antivirus. ▪ Multiple behaviors observed in the system that are consistent with known attacker techniques.	Response provided 24 hours, 7 days a week, including US Public Holidays.
Med	Security incidents that potentially indicate an attacker is performing reconnaissance or initial attempts at accessing the system. Effort to recover from the incident may be low to moderate. Examples include:	Response provided on standard business days, Monday through Friday 8AM to 5PM

	▪ Suspected unauthorized attempts to log into user accounts. ▪ Suspected unauthorized changes to system configurations, such as firewalls or user accounts. ▪ Observed failures of security components. ▪ Informational events. ▪ User account creation or deletion. ▪ Privilege change for existing accounts.	CST/CDT, excluding US Public Holidays.
Low	These are typically service requests from the Customer.	Response provided on standard business days, Monday through Friday 8AM to 5PM CST/CDT, excluding US Public Holidays.

Table 1: Priority definitions

Response Time Goals

Priority	Response Time
Critical	A Security Operations Center Cybersecurity Analyst will make contact with the customer technical representative within one (1) hour of the request for support being logged in the issue management system or the creation of an alert suggesting a cybersecurity incident that requires action. Continual effort will be maintained to identify the extent of the incident and provide actions for containment.
High	A Security Operations Center Cybersecurity Analyst will make contact with the customer technical representative within four (4) hours of the request for support being logged at the issue management system or the creation of an alert suggesting a cybersecurity incident that requires action. Continual effort will be maintained to identify the extent of the incident and provide actions for containment.
Med	A Security Operations Center Cybersecurity Support Engineer will make contact with the customer technical representative within the next business day of the request for support being logged at the issue management system or the creation of an alert suggesting a cybersecurity incident that requires action.
Low	A Security Operations Center Cybersecurity Support Engineer will make contact with the Customer technical representative within seven business days of the logged request for support at the issue management system.

Table 1-1: Response times

1.4.5.2 Security Orchestration, Automation and Response (SOAR) platform

The platform used by Motorola utilizes a multi-zone architecture which can recover from failures in different data collection, enhancement, analysis and visualization tiers. Motorola will make commercially reasonable efforts to provide monthly availability of 99.9% for the SOAR Platform. Availability is subject to limited scheduled downtime for servicing and upgrades, as well as unscheduled and unanticipated downtime resulting from circumstances or events outside of Motorola's' reasonable control, such as disruptions of or damage to the Customer's or a third-party's information or communications systems or equipment , telecommunication circuit availability/performance between Customer sites, any on-premise core and/or between on-premise equipment and the SOAR Platform. EDR will still offer protective security controls during periods when the SOAR platform and/or connectivity to the cloud are lost.

1.4.5.3 Notification

Motorola will establish notification procedures with the Customer, generally categorized in accordance with the following table.

Notification Procedure	Details
Routine Notification Procedure	The means, addresses, format, and desired content (within the capabilities of the installed technology) for Events of Interest. These can be formatted for automated processing, e.g., by ticketing systems.
Urgent Notification Procedure	Additional, optional means and addresses for notifications of Events of Interest that require urgent notification. These usually include telephone notifications.

Table 1-2: Notification Procedures

Motorola will notify the Customer according to the escalation and contact procedures defined by the Customer and Motorola during the implementation process.

1.4.5.4 Tuning

Motorola will assess certain events to be environmental noise, potentially addressable configuration issues in the environment, or false positives. Motorola may recommend these be addressed by the Customer to preserve system and network resources.

The SOC may permanently suppress particular alerts and alarms if not necessary for actionable threat detection.

Tuning Period Exception

The tuning period is considered to be the first thirty (30) days after each service module has been confirmed, properly deployed and configured, and starts receiving data. During the tuning period, Motorola may continue to recommend necessary tuning changes after this period, with no impact on Service Availability.

Motorola Responsibilities

- Motorola will check that the system scans are functioning. Motorola will notify the customer of any exceptions. Motorola will monitor any properly connected, in-scope sources after the tuning period.
- Motorola will conduct initial tuning of the events and alarms in the service.

Customer Responsibilities

- The Customer must provide appropriate connectivity for all in-scope assets to the service and address any exceptions noted by Motorola. Failure to do so will delay completion of future phases and will prevent Motorola from monitoring those sources.
- The Customer must deploy tools, as applicable, in their environment, in accordance with provided requirements. The Customer must engage the SOC team in discussing the tuning approach and confirm the configurations requested.

Included Services

Site Information

The services are based on the following deployment type:

Site Information	
Number of Endpoint Detection and Response clients	

Limitations and Exclusions

This section applies to all cybersecurity services contained in the Statement of Work. Endpoint Security does NOT include services to perform physical containment and/or remediation of confirmed security incidents, remote or onsite.

Motorola's scope of services does not include responsibilities relating to recovery of data available through the products or services, or remediation or responsibilities relating to the loss of data, ransomware, or hacking.

Motorola does not represent that it will identify, fully recognize, discover or resolve all security events or threats, system vulnerabilities, malicious codes, files or malware, indicators of compromise or internal threats or concerns.

NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES

Service Limitations

Cybersecurity services are inherently limited and will not guarantee that the Customer's system will be error-free or immune to security breaches as a result of any or all of the services described in this SOW. Motorola does not warrant or guarantee that this service will identify all cybersecurity incidents that occur in the Customer's system. Services and deliverables are limited by, among other things, the evolving and often malicious nature of cyber threats, conduct/attacks, as well as the complexity/disparity and evolving nature of Customer computer system environments, including supply chains, integrated software, services, and devices. To the extent we do offer recommendations in connection with the services, unless otherwise stated in the statement of work, our recommendations are necessarily subjective, may or may not be correct, and may be based on our assumptions relating to the relative risks, priorities, costs and benefits that we assume apply to you.

Incident Response Exclusions

While Endpoint Security offers the customer great value in detecting and responding to cybersecurity threats and notifications, response capabilities are designed to be automated with minimal input from the SOC staff. Motorola explicitly excludes the below incident response actions as part of Endpoint Security.

- Upon the identification of an IoC, initiate the documented escalation plan.

- Communicate to the Customer any additional potential containment actions and Incident Response resources that can be taken across the Customer's managed IT infrastructure.
- Perform additional investigations past what is included in the above sections using integrated and enabled data sources in an initial attempt to determine the extent of an IoC.
- Document and share IoC and artifacts discovered during investigation. Motorola services exclude performing on-site data collection or official forensic capture activities on physical devices.

Processing of Customer Data in the United States and/or other locations.

Customer understands and agrees that data obtained, accessed, or utilized in the performance of the services may be transmitted to, accessed, monitored, and/or otherwise processed by Motorola in the United States (US) and/or other Motorola operations globally. Customer consents to and authorizes all such processing and agrees to provide, obtain, or post any necessary approvals, consents, or notices that may be necessary to comply with applicable law.

Customer and Third-Party Information

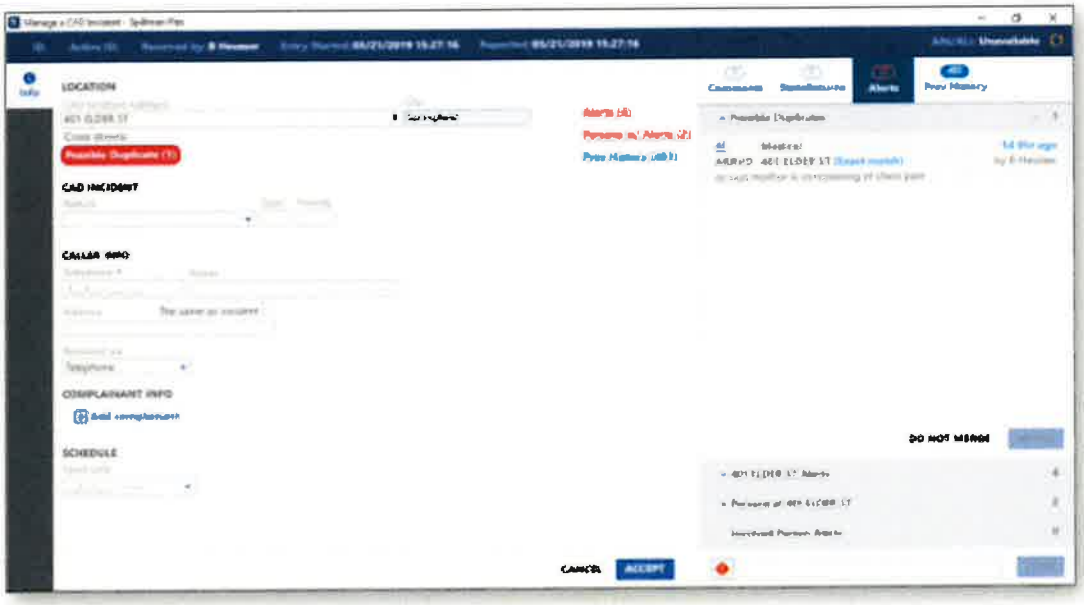
Customer understands and agrees that Motorola may obtain, use and/or create and use, anonymized, aggregated and/or generalized Customer Data, such as data relating to actual and potential security threats and vulnerabilities, for its lawful business purposes, including improving its services and sharing and leveraging such information for the benefit of Customer, other customers, and other interested parties. For avoidance of doubt, so long as not specifically identifying the Customer, Customer Data shall not include, and Motorola shall be free to use, share and leverage security threat intelligence and mitigation data generally, including without limitation, third party threat vectors and IP addresses (i.e., so long as not defined as personal information under applicable law), file hash information, domain names, malware signatures and information, information obtained from third party sources, indicators of compromise, and tactics, techniques, and procedures used, learned or developed in the course of providing Services, which data shall be deemed Service Use Data (i.e., Motorola data).

Flex Computer-Aided Dispatch Solution Description

Flex CAD

Flex CAD enables dispatch personnel to access mission-critical information, and effectively manage calls for individual and multi-jurisdictional agencies. The following highlights a few of the system's advanced features that help to ensure the immediate dispatch of the most appropriate units, including:

- Real-time call updates
- Unit responses
- Automatic alerts for wanted persons and dangerous locations
- Customizable special instructions in question/answer format



The CAD Incident Screen gives dispatchers mission-critical information and alerts

All system modules are fully integrated, enabling dispatchers to easily access data from any table, virtually eliminating duplication and redundancy. This integration allows users to generate incident reports with the most current system data, improving dispatch accuracy, maximizing time, and increasing officer safety. For example, users can instantly query name, vehicle, property, and law incident records directly from Flex's Records Management System without leaving the CAD status screen.

Visible Name and Address Alerts

The system's Alerts feature prepares officers for call response and enables them to anticipate hazards. Users can easily share information regarding unsafe historical incidents, and alerts appear in red so dispatchers can quickly identify impending dangers and communicate any safety concerns. The alerts module accomplishes this by:

- Providing information about individuals and locations
- Allowing users to view address or name-related hazards
- Allowing dispatchers to tag a record with one or several alerts

Flexible User Functions

Flex CAD accommodates both new and advanced users. Experienced dispatchers can simplify steps with keyboard shortcuts, or use the command line to operate the system. This flexibility allows users to train at their own pace. New users can easily adapt to the system by performing the following actions:

- Selecting icons
- Dragging and dropping
- Right-clicking

Real-Time Status Alerts and Timers

The system's alerts and timers help ensure officer safety by keeping dispatchers aware of all call and unit activity. Additionally, they inform users of any actions needed or time lapses exceeding agency thresholds with audible and visual alerts that provide real-time status updates.

Multiple Sessions

The system's flexible architecture maximizes operational efficiency by enabling users to open multiple CAD sessions at a time. The screen shot below shows how any authorized personnel can open and manage multiple command lines representing multiple sessions.

Quick CAD Commands

Flex's CAD command line can maximize dispatcher efficiency. Every action the system supports can be executed using quick CAD commands, saving users valuable time as they dispatch units, add calls, and search data.

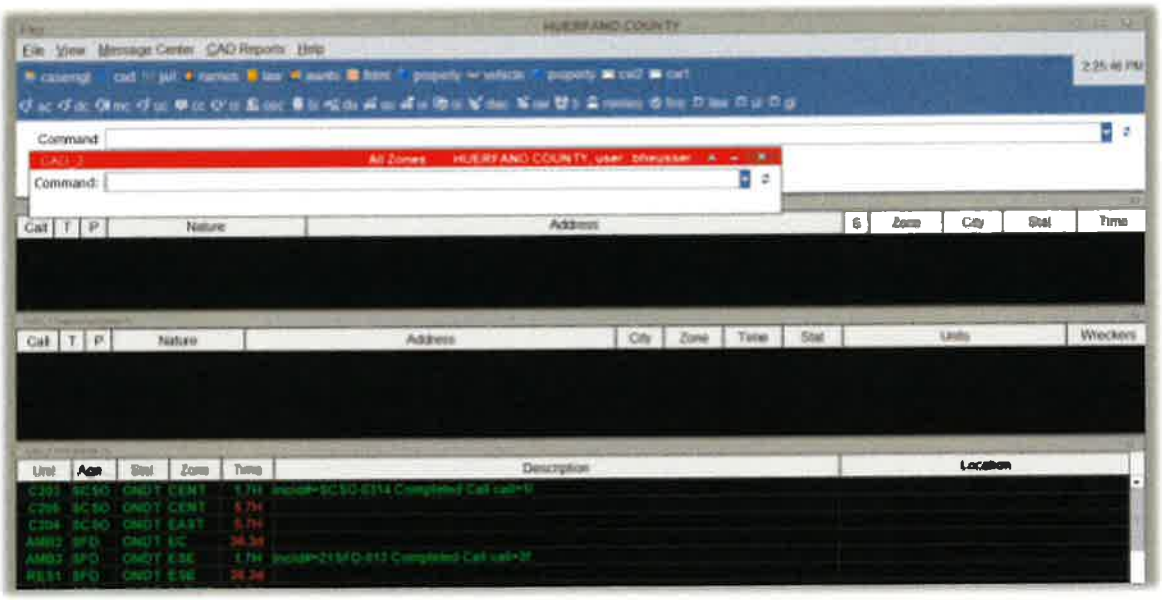
Automatic Radio Log Entries

The system's automatic radio log functionality saves users time while increasing unit safety. The CAD solution automatically tracks radio transmissions, and creates a log entry for every status change. This ensures all communications are recorded with complete accuracy, and allows dispatchers to focus on other time-sensitive tasks. Consequently, units have immediate access to timely information, and administrators can review all unit activities at their own discretion.

Radio Integration

1 With Flex CAD, agencies can leverage their use of radios for enhanced situational awareness. Specifically, the software provides the following capabilities to streamlined communications and maximize user safety:

- Assign portable radios to first responders, and vehicle-mounted radios to units
- Enable dispatchers to change a radio's alias directly from CAD
- Display radio alias and fleet vehicle information for each unit within CAD
- Monitor radios from CAD with push-to-talk indicators that identify speakers in real time
- View radio talk groups directly within CAD

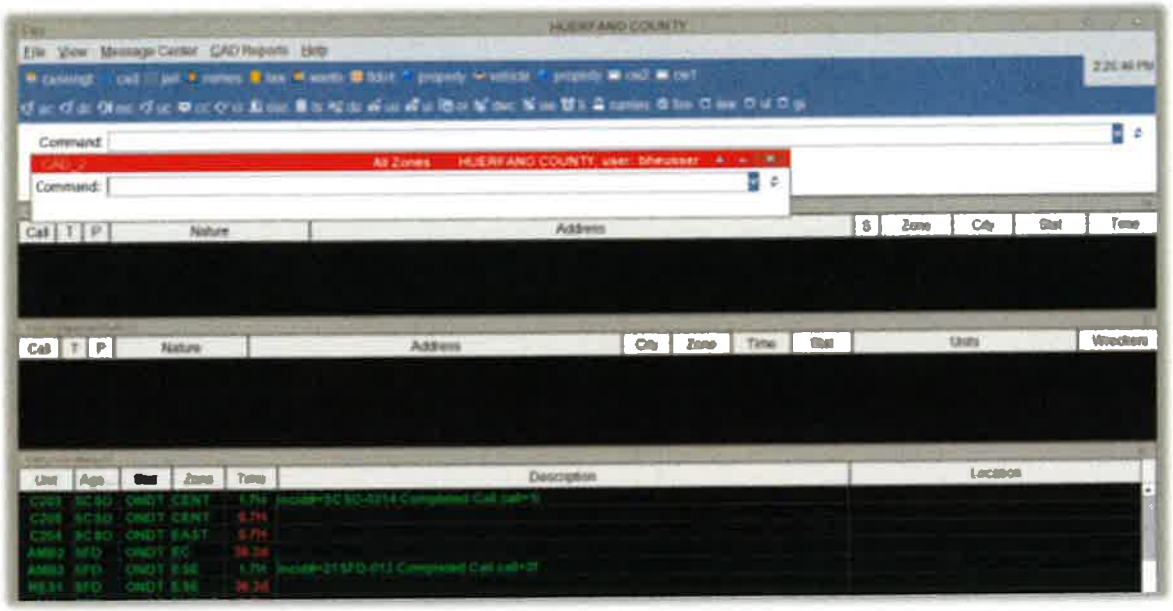


Users can open multiple CAD sessions simultaneously to streamline operations

Customizable Screen Options

Flex allows dispatchers to customize system settings to their full advantage, allowing them to streamline their task execution through individual customization. For example, agencies can choose to display only calls from specific geographic areas, or lock the settings system-wide for uniformity. Some of the features that users can customize include:

- Display windows
- Column settings
- Toolbar buttons
- Right-click commands
- Color display options

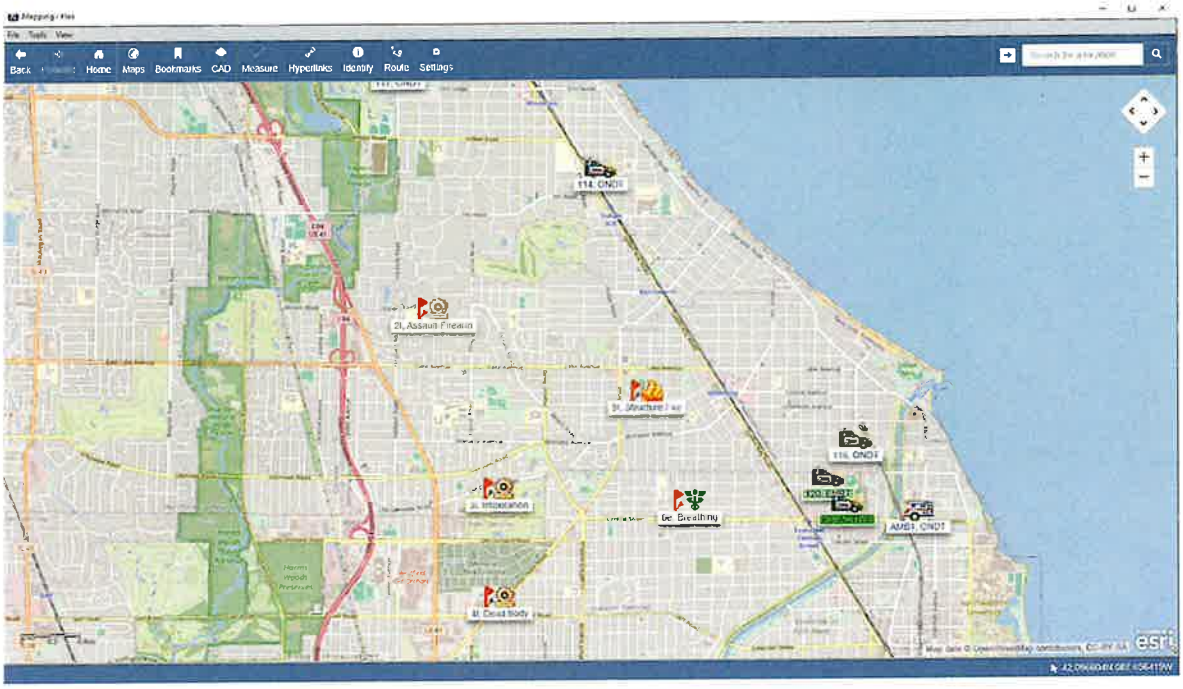


Users can open multiple CAD sessions simultaneously to streamline operations

CAD Mapping

The Flex CAD Mapping module provides users with powerful access to location and call information. Dispatchers can quickly view jurisdictional data, including street names, major buildings, landmarks, police districts, and fire/EMS zones. The system automatically plots call locations, and allows dispatchers to view detailed data. This instant access to refined data gives dispatchers the ability to dispatch the most appropriate units rapidly to each call, saving valuable time and enhancing responder safety in critical situations.

Dispatchers can also click on the map to view information about a specific location. Flex CAD Mapping uses the Esri® ArcGIS server to communicate directly with the GIS. This eliminates the need to load map data into a separate database, streamlining accurate address verification. Our mapping solutions are compliant with Phase I and Phase II wireless requirements, displaying longitude and latitude points at the approximate location of the call. The following highlights some key features of Flex CAD Mapping:



Flexible Dispatching

The flexibility of our system accommodates a variety of user preferences. Users can quickly and easily dispatch units using the mouse, or retain full use of the keyboard by:

- Dragging and dropping a unit symbol to a call, or vice versa
- Entering any function directly into the CAD command line

Configurable Features

Flex facilitates efficient operation in accordance with user preferences by enabling agencies to configure CAD Mapping software to meet both agency and individual user needs. Agencies can do this in a number of ways:

- Configure map icons by selecting from a list and upload agency-defined symbols
- Center new calls on the map
- Add map layers such as street, landmarks, and districts
- Change map element colors to reflect roads, city boundaries, and more

Mapping Toolbar

Flex's CAD Mapping toolbar streamlines the dispatching process with intuitive navigation tools. The system provides reminders of each button's function by displaying tool tips that enhance usability. Users also have the option to control the map directly from the CAD command line. Additionally, users can quickly navigate the maps with the following functionality:

- Zoom in
- Zoom out
- Pan
- View the entire map
- Change layer properties as needed

Call and Unit Information

Our CAD Mapping solution gives users direct access to call and unit information, ensuring improved response times and appropriate officer actions. The system automatically suggests intersections and addresses that require geo-validation as the user is typing. Timely access to data increases officer safety, improves response results, and helps defuse potentially dangerous situations. Users achieve this timely access by right-clicking on a unit or call symbol and selecting the specific information they want to view. For example, users can choose to view information regarding:

- Call number or nature
- Address
- Complainant
- Assigned officer

System Integration

CAD Mapping fully integrates with the CAD and AVL modules, and our GIS system. With Flex's GIS, CAD calls automatically appear on the agency's jurisdictional map. Flex's AVL Mapping module, when used in conjunction with Global Positioning System (GPS), displays real-time location information for all units on the CAD map. With the system's radio integration, dispatchers can, upon demand, also view radio locations on the map, as well as when a radio emergency button is activated for real-time situational awareness and response. Any necessary radio programming to support portable location on the map is the responsibility of the agency.

StateLink

Agency personnel can use a single query into state, national, and other external databases to access information about wanted persons, stolen vehicles, missing persons, criminal histories, vehicle registrations, driver license information, and other critical data. Queries are sent securely and can be accessed from the StateLink request screen, from the ComputerAided Dispatch (CAD) module, or from a record within another Spillman Flex module. State-specific transaction forms are available to meet agencies' custom needs, and administrators can set security privileges to regulate access. Flex's StateLink is integrated with CAD and Mobile for convenience. Personnel can easily search for queries directly from the CAD screen, they have access to valuable information without requiring an additional terminal. When integrated with the optional Mobile State

& National Queries module, field officers can query local, state, and national databases simultaneously for instant data on names, vehicles, property, wanted persons, and available images (where applicable).

Rapid Notification

Flex's fully integrated Rapid Notification module allows users to send automatic report-of-call details to responding units. This module gathers information from the CAD screen and sends it to a printer at the responding agency. Individual units can also be notified of an event by email, text message, and/or phone call. Information gathered from the screen includes details such as:

- Address
- Nature of call
- Contact name and priority

Response Plans

The Flex Response Plans module allows public safety agencies to prepare well-defined response plans that include personnel and resource recommendations, instructions, and guidelines for any call type or location. They can do this by defining agencies and units that will respond to a law, fire, or EMS call at a specified alarm level; or, by integrating Response Plans with other system modules like the Equipment Maintenance and Premises Inspection module. This enables agencies to enhance optimal responder safety and efficient responder allocation during critical situations where community safety is of paramount concern. The following highlights a few of the advantages offered:

Premises Information and HazMat

The Flex Premises Information and HazMat module enables agencies to respond accurately to disasters or calls at unfamiliar sites, facilitating timeliness and responder safety. They can record extensive data on residential, commercial, or public lots within a jurisdiction. Personnel can also view hazardous chemical data and obtain instructions regarding first-aid response, recommended protective clothing, and proper chemical handling. The following highlights several key advantages:

Detailed Premises Data

Agencies can make informed decisions regarding appropriate incident response when they have detailed premises information. Users will know exactly which agency should respond, enabling quicker dispatch. They can quickly view structure information such as alarm types, alarm locations, number of floors, and a physical premises description. The system will also provide information regarding all responsible law, fire, and EMS agencies.

CAMEO® Chemical Database

The ability to view hazardous chemical information can affect the health and safety of both agency personnel and the public. Users can link the Premises & HazMat module to the CAMEO® Chemical Database to view hazardous chemical information, aiding responders in maintaining responder and public safety. This database enables users to access data on more than 4,150 chemicals obtained from the National Oceanic and Atmospheric Administration (NOAA). Additionally, it provides instructions for handling chemicals and first-aid responses, and recommends protective clothing.

Proximate Populations

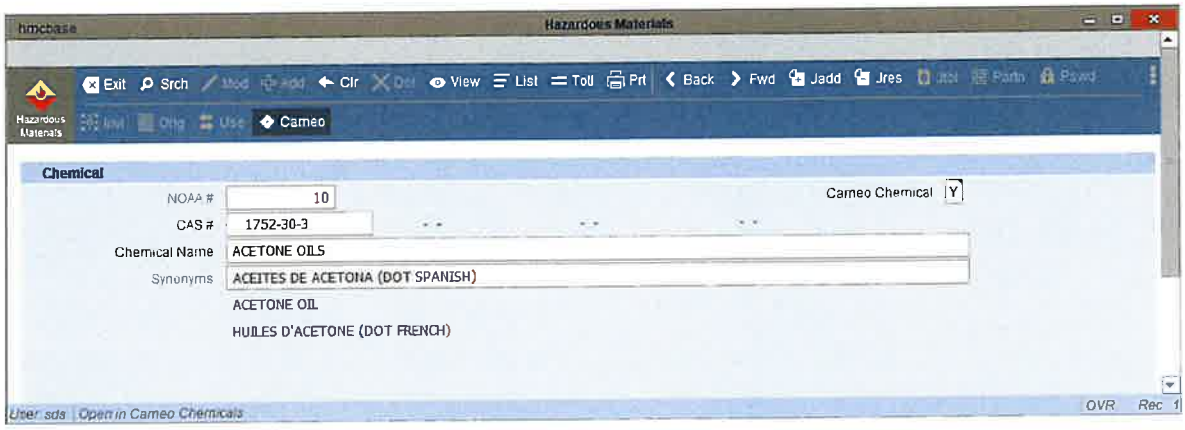
The information an agency has about a population directly impacts citizen safety. Flex software enables users to store information about populations near a potentially hazardous business, such as a chemical plant or a toxic waste site. Within the proximate populations detail window, the information the agency can record includes, but is not limited to:

- Population name and type
- Maximum number of persons occupying the premises
- Population address
- Business hours

HazMat Response

HazMat Response helps keep personnel safe by giving them the information they need to prepare for an emergency response involving hazardous materials. The information they can obtain includes:

- NOAA chemical number
- Health hazard potential
- Flammability
- Level of reaction
- Natural physical state
- Burning tendencies
- Appropriate firefighting tactics
- First aid procedures



Unit Recommendations

The software streamlines unit assignment for a specified call. Agencies can configure the system to recommend units when a response plan has been activated, and users can create plans that identify:

- Order in which units are commended.
- Units that have unique capabilities or equipment.

Call-Back Assignments

The Response Plans module helps agencies prepare for a variety of incidents and request mutual aid from other agencies if needed. The plans include the following information:

- Call-back assignments.
- Instructions for agencies, divisions, shifts, and officers.
- Personnel with specific skills.
- Pertinent request information.

Resource Management

Users have the ability to prepare responses that include equipment recommendations and instructions for any type of incident. These plans can include items such as:

- Map references.
- Water resources.
- Tiered recommendations for units, personnel, and other equipment.

Premises Integration

Agencies can use the Premises Integration module with the Premises Inspection module to give personnel the information they need to make immediate decisions in emergency situations. This enables personnel to include specific information in their response plan, such as:

- Structure type.
- Hazardous materials on premises.
- Proximate populations.
- Additional instructions

Quickest Route

Dispatchers can use Flex's Quickest Route feature to determine the active unit with the fastest route to an incident, greatly reducing response time. Based on a unit's current location, the Quickest Route module calculates the total drive time to reach a call, and allows users to view the ideal route and driving directions. This feature takes into account the agency's local street network, while recognizing barriers such as rivers, canyons, and limited-access highways, enabling dispatchers to minimize time-consuming obstacles for responding units. In addition to proximity calculations, it computes actual drive time to determine which unit can respond first.

Hybrid Features

CAD Web Client

CommandCentral CAD Web Client is a light web-based CAD client that augments the PremierOne CAD on premise system, providing seamless bi-directional functionality between the CAD web user and the dispatcher in communications.

The product is useful for the following user groups:

- Dispatch supervisors
- First Responders
- Command Staff in need of real-time CAD monitoring
- Desk Officers
- Non-emergency call takers

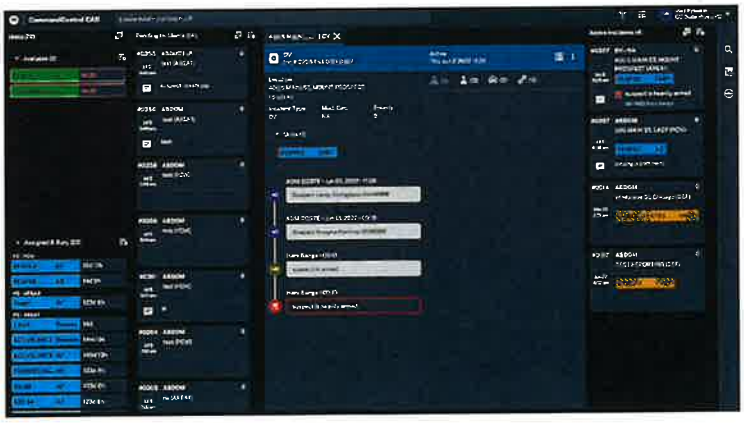
CommandCentral CAD Web Client provides authorized access to CAD incident and unit information via a Chrome web browser. The client provides the benefits of a cloud-based deployment without a need to VPN into a network to access critical CAD data. CommandCentral CAD Web Client can be used with PremierOne CAD 4.6.12 and above. The application can be used on a single display or across multiple computer displays.

CAD Web Client also provides the capability to create single-agency / single-discipline CAD incidents with address validation against Esri World Geocoder as well as agency-owned GIS data. The application also provides the ability to assign Report numbers (single and multiple against owning and responding agencies). Users can also update CAD incidents (involved persons, vehicles, comments). The CommandCentral CAD Web Client is exclusively cloud-hosted by Motorola Solutions, utilizing Azure Government Cloud.

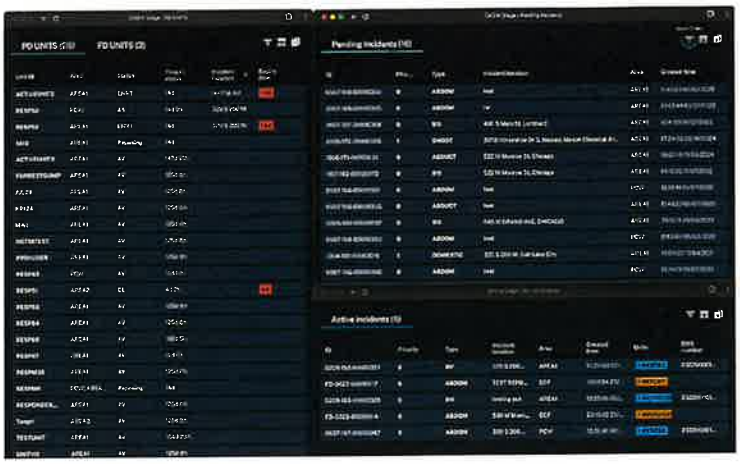
CAD Web Client provides basic incident search capabilities so that users can look up pending, active, and closed incidents by several parameters (CAD Incident ID, RMS Report ID, involved person's first, last name, and phone number, comments, address, and incident type). Users can also view incident history from within the Web Client UI to understand the chronology of events in a given CAD incident.

The customer will have access to the following functionality:

- Monitoring capabilities (incident and unit)
- CAD Map (incident display and display of assigned units) including map layers
- Incident search capabilities
- Basic agency-based incident and unit monitoring permissions to restrict unauthorized access
- Viewing printable incident details report from CAD incident details.
- Incident history
- Incident management capabilities
  - Incident create (single/multi-discipline) with ESRI World Geocoder and customer GIS data (addresses, response boundaries)
  - Field initiated incident
  - Unit assignment
  - Add comment, persons, vehicles
  - Incident close and reopen
  - Request a Records/RMS Report Number
  - Display of associated incidents
- Unit status update, place on/off duty



Single screen default view [Dispatch mode]



CAD Web Client Extracted Status Monitors [single page view]

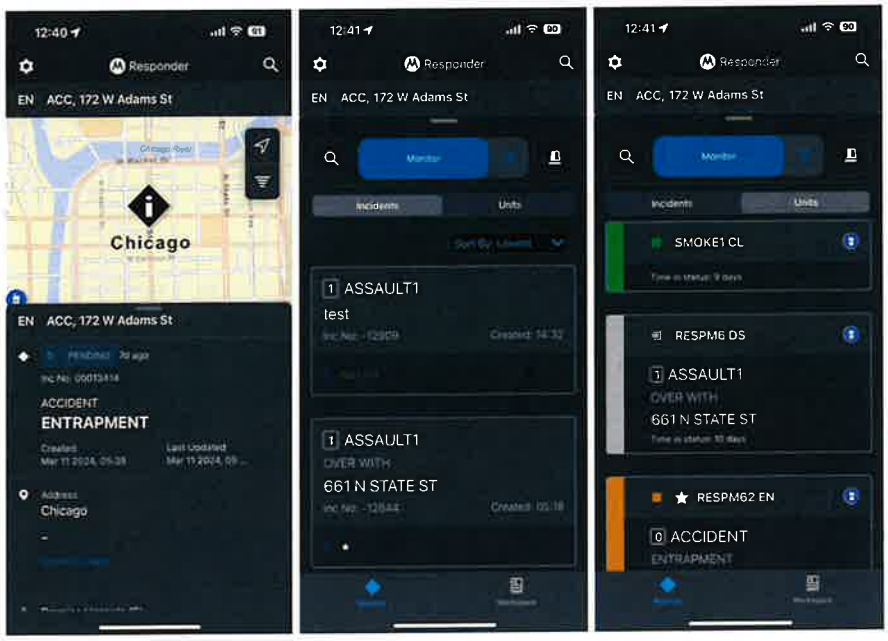
CommandCentral Responder CAD

CommandCentral Responder is a mobile solution for frontline Responders. This includes an application for iOS and Android devices. The core needs of the public safety first responder for database look-ups, messaging, mapping, status updates, status monitors, and CAD features can be accessed anywhere – on foot, on a boat, on a motorcycle, on horseback, and within the patrol vehicle.

CC Responder CAD supports the following Mobile Operating Systems:

- iOS 15 and after
- Android 10 and after

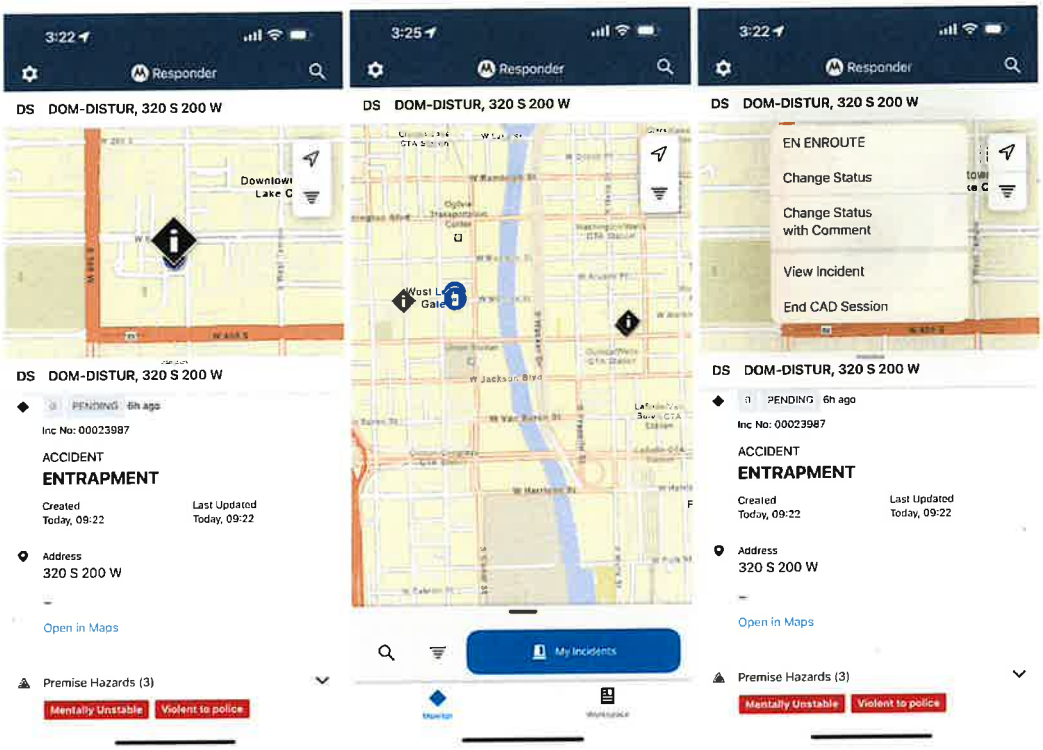
The Responder CAD solution allows users to view incident and unit status monitor, Self-Assign Incidents, Send & Receive CAD Comments, View location of Pending and Active Incidents, View Incident Details, and View Unit Locations. Depending on which feature flags are enabled, a customer can gain access to different sets of features. Users can set up the application easily by downloading the application from App Store or Play Store, and simply logging in with their CommandCentral account.



Incident Details **Incident Monitor** **Unit Monitor**

CommandCentral Responder CAD Core Functionality:

CommandCentral Responder CAD provides First Responders and other authorized personnel with the following functionality:



Incident Details **CAD Map (Units & Incidents)** **Change Status**

- Monitoring capabilities (incident and unit)
- CAD Map (incident display and location of assigned units)
- Incident & Unit search capabilities
- Unit status update
- Address verification and reverse geocoding using ESRI World Geocoder/Agency-provided data
- Premise hazards
- Basic capabilities
    - Incident creation
    - Self-Assignment of Incidents
    - Send and Receive CAD comments
    - Unit status change
    - Incident close with disposition

Rave Link

Rave's situational awareness solution, Rave Link, is a secure and interoperable solution for public safety agencies to speed response times by sharing data, automating workflows, and more effectively collaborating across jurisdictions and on different



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CAD systems. Using AI to enhance situational awareness, this software solution gives 9-1-1 dispatchers, first responders, and relevant emergency service agencies the information they need to respond more effectively and cohesively to critical incidents.

In moments of crisis, whether it be a mental health situation, an active assailant, or a weather emergency, there are many moving parts and often a deluge of incoming information. With an intuitive user interface that shows automated alerts, map locations, task assignments, and situational updates, Rave's situational awareness solution allows you to give advance notice, allocate resources, and communicate better with the key leaders in your organization. md

Tools that enhance agency responses include:

Proximity Alerts

Key data from an ongoing event, including locations indicated on an interactive map, are used to automate critical notifications and quickly get the right information to the right people.

Complex Event Management

During complex situations that require coordinated effort across multiple agencies or jurisdictions, an incident can automatically trigger a dedicated collaborative event, assign tasks for your team to complete, and offer easy mechanisms for tracking progress and updates.

Cross Agency Visibility

Sharing CAD data with neighboring organizations enables both jurisdictions to see events and updates in real time, allowing both teams to give a faster response, and increasing situational awareness across jurisdictions.

By sharing relevant information and improving workflows, Rave's situational awareness solution offers the following benefits to your team:

Increased situational awareness for incidents across jurisdictions, such as a multi-alarm fire, major interstate crash, active string of crimes, severe weather, active pursuit of wanted person, missing person search, and more.

Improved officer safety through effective dispatch workflows and automatic notifications.

Reduced opportunities for human errors thanks to configured tools such as task assignment, reminders, and checklists, as well as an easy flow of communication that decreases the number of calls to transfer.

Best-in-class speed, deliverability, and reliability of notifications via SMS, voice, email, or applications based on automated rules leveraging any elements in the CAD incident data.

Support for expanded or alternate dispatch workflows, including for mental health or domestic violence incidents.

Lower total cost of ownership with cloud-based hosting and a single secure connection to a data hub.

Rave Mobile Safety works directly with customers to create platforms and configurable tools that address your unique needs. For more details on Rave Link, see https://www.ravemobilesafety.com/products/rave-aware/#.

Rave Collaborate

Motorola Solutions' Rave Collaborate is a crisis management platform that supports your team's communication and collaboration, whether in routine situations or emergencies.

With Rave Collaborate, it is easy to establish clear responsibilities, immediately assign critical tasks, and provide event-specific materials to ensure procedures are being followed. Responses and actions are automatically recorded and tracked to confirm that the appropriate steps are being taken.

Benefits of Rave Collaborate include:

Increased coordination between team members

From a single screen, users can see their own tasks as well as what has been assigned to others. Team members are connected and can address situations with a planned strategy, making coordinated decisions in real time as actions and tasks are accomplished.

Greater situational awareness for all personnel

Notes, status reports, and next steps are immediately visible. From the onset of an event through the all-clear signal, your organization's leadership and responsible personnel are current from one moment to the next.

Faster response times in moments of emergency

Rave Collaborate provides a clear list of tasks and responsibilities, templates for all types of scenarios, and an easy mechanism to record and share actions taken. Teams are prepared to act quickly during the initial critical moments of an incident as first responders arrive.

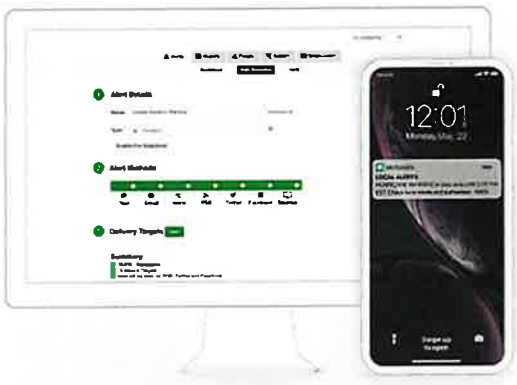
Automatic record of events and response sequence

A detailed timeline records all actions taken during routine situations or unexpected emergencies, providing your staff with the information they need to complete reports, communicate about outcomes, and improve response strategies for the future.

Rave Collaborate helps your organization to be prepared for all possible scenarios. Team members quickly share critical data, send notifications, and coordinate a response to make sure every task is completed. In emergency moments, Rave Collaborate helps everyone to perform to their best.

Rave Alert

Motorola Solutions' Rave Alert is a reliable, easy-to-use solution for sending mass notifications or targeted messages to your organization. This cloud-based, customizable platform supports both emergency communications and everyday operational messages for defined audience



Strong Engagement with your Population

Easily defined parameters for message groups make it easy to stay connected to your target audiences – whether with important everyday alerts or critical information in the case of an emergency. Rave Alert has a simple opt-in feature for temporary or long-term membership, helping to ensure that people get the alerts they need. Multilingual capabilities let people receive messages in a language they understand.

Quick and Reliable Messaging

Whether for a planned event or an unforeseen emergency, Rave Alert offers your administrators an intuitive interface and customizable templates that guarantee immediate and accurate messaging to the appropriate users. Instant notifications via all channels – text, voice, and email – helps to expand your reach for mass notifications.

Enhanced Internal Coordination

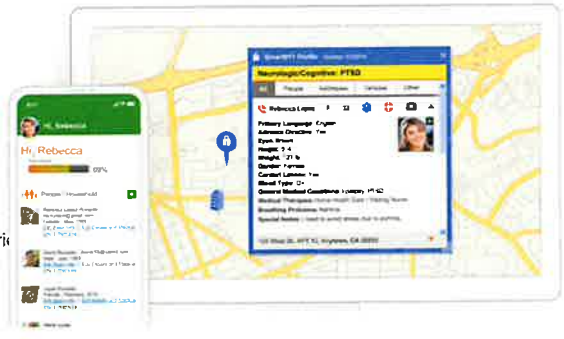
Using an intuitive database that administrators can easily manage and update, Rave Alert helps to bolster the coordination of groups by location, department, or other criteria that you choose. Administrators can customize their interface, provide updates to internal users, and receive immediate reports on alert success and delivery rates.

Thousands of federal, state, and local agencies, as well as schools, hospitals, and businesses rely on Rave Alert to notify the people in their communities. Supported by public safety grade infrastructure, Rave Alert is a solution that you can count on to provide critical information.

Rave 911

Motorola Solutions' Rave 911 Suite provides 9-1-1 teams, first responders, and emergency managers powerful capabilities for handling, dispatching, and responding to emergencies more efficiently and effectively including:

When provided, view the caller's name and address, medical conditions, photos and more through Smart911 or use notes to identify frequent callers.



Two-Way Communications: Initiate two-way text messaging and live-streaming video from first responders and bystanders on scene.

Enhanced Location Data: Supplement existing ALI information with improved e911 location tracking and access facility information, such as floor plans.

Access & Functional Needs Registry: Connect to a web-based, resident-sourced access and functional needs population registry anytime for analysis, planning and emergency response.

Benefits of the Smart911 suite include:

Immediate access to critical information

Callers to 9-1-1 are often in a state of panic or high anxiety. It can take time for call takers to get basic information, such as name and location. Every Smart911 Safety Profile provides call takers and first responders with these essential details. Users can also include information on household members, caregiver contact information, primary language, vehicles, pets or service animals, home access codes, medical conditions, and special assistance needs – information that dramatically improves dispatch and response times, as well as situational awareness.

Essential details for Call Takers and First Responders

In addition to basic details, call takers automatically receive information about a caller's emergency call history, which can provide key insights into potential on-scene situations, such as domestic violence concerns.

Well-informed communities

As an optional component, Rave 911 / Smart911 is integrated with Rave Alert for the delivery of multi-modal mass communications. When integrated, users can choose to receive local emergency alerts about severe weather, traffic incidents, utility outages, road work, missing persons, or important safety issues. In the case of an emergency, community-wide notifications mitigate misinformation and help to keep people informed and aware of what actions to take.

Easy-to-manage user preferences

Users have control over the information they choose to include on their profiles. Those who opt into the alerts feature can set their preferences for the types of alerts they want to receive.

Reliable Privacy and Security

User information is protected by top-tier security measures, including physical protection and digital encryption, and is only provided to first responders when a user initiates a call to 9-1-1.

Smart911 serves over 66 million residents nationwide and has been endorsed by thousands of cities, community organizations, and local safety agencies as a highly efficient solution for improving emergency response times and helping emergency personnel to be better prepared for any situation.

For more information on the Rave platform, see https://www.ravemobilesafety.com/.

Flex Mobile Data Computing

Mobile State and National Queries

Use a state connection to search state and national databases for name, vehicle, property, guns, and wanted person records as well as available images. Users can perform state and federal searches simultaneously with one query while using the local RMS query feature to search local database information. Returns are delivered audibly as well as with visual highlights, including any alerts on records containing warnings.

Feature List

- State and National Database Queries
- Transaction Recall
- CAD Integration
- Mobile Integration
- Multiple Response Destinations
- Alerts
- Voice and Highlighting

Note that this module requires the StateLink Interface.

Mobile Voiceless CAD

The Flex Mobile Voiceless CAD module allows field personnel to access accurate, real-time call information from their laptop computers, preserving radio channels for other critical communication during urgent situations. The module also enables personnel to quickly:

- Update their status.
- Add and view call comments.
- Access radio logs and incident information without burdening dispatchers.



Figure: Voiceless dispatch facilitates safe and efficient response.

The following is an overview of key features:

Mobile Access to Call Information

The Flex Mobile Voiceless CAD module allows users to access information about a call's address, nature, and any additional comments as they are entered by dispatchers. The software frees up radio frequencies for high-priority calls and eliminates the potential for misheard information, or interrupted communications. Using Mobile Voiceless CAD also prevents others from monitoring your communications over an unsecure radio channel.

Status Updates and Call Comments

Users can update the status of a call or unit directly from their laptop, saving valuable time and eliminating the need to notify dispatchers via radio every time a situation changes. Users can also add comments to a call, and view new comments using the Mobile Voiceless CAD module. The ability to view call comments from the field provides users with critical access to important details, alerts, and tactical updates during critical situations.

Efficient Radio Logs

Keep accurate radio logs for federal, state, or department records using Flex's Mobile Voiceless CAD module. The module automatically tracks response times and status updates, eliminating the need to request a radio log history from dispatchers.

Mobile Mapping AVL

With Flex's Mobile AVL Mapping module, personnel in the field can access critical call information and a map from the same screen. This provides centralized access to information that personnel need to stay safe. Address cross streets, hazards, updated call comments, responding units, weather, and premises and HazMat information can be viewed alongside the map. From the AVL map, users can see the location, status, and contact information of responding units, view the quickest route to the call, and access building schematics and live camera feeds.

Flex Mobile Data Computing

Mobile Records

The Flex Mobile Records module empowers personnel with universal data access. Convenient field narratives and image display options provide the necessary tools to effectively manage records from the field. Mobile personnel can also search for records in multiple places without leaving the vehicle or requesting dispatch assistance. Searchable databases include:

- Local databases.
- Flex and non-Flex databases (requires the InSight Interface).
- State databases (requires the Mobile StateLink Interface).
- National databases (requires the Mobile StateLink Interface).

The following highlights several key advantages:

Local RMS Queries

Mobile Records combines speed with flexibility. Users have the ability to search for names, vehicles, incidents, property, and wanted persons. These queries provide comprehensive search results from local, state, and national databases, with the ability to encrypt state and national query responses for use with third-party citation and crash programs.

Additionally, a drop-down menu provides officers with more detailed fields to perform enhanced searching. Once the user has submitted his or her search criteria, a list of matching records appears in the returns folder of the Mobile Message Center.



Figure: Flex Mobile provides detailed search returns for officers in the field.

Image Display

The system's image display function helps field personnel identify suspects and verify criminal histories. While viewing a record, all associated images related to that record are available, including mug shots or photos of vehicles and property. Images first appear in thumbnail size, but they can also be expanded to full-size.

Field Narratives

Users can enter field narratives into the system directly from the vehicle. This saves valuable time and improves record details. Each user can view, add, and append narrative information or supplemental narratives directly from the Law Incident screen. Additionally, field officers have the flexibility to enter an unlimited number of supplemental narratives for witness statements and other follow-up activities. For routine narrative entries, the system allows users to easily define templates for precise information gathering.

Section 2

Flex Records Management System Solution Description

Records Management System (RMS)

Flex's Law Records Management System consolidates all law incident records into one database, providing easy-to-generate incident and case management reports. Each record has information associated with the name, incident number, property, item, and vehicle involved. Agencies can track complaints, victims, offenders, suspects, witnesses, evidence, vandalism, arson, vehicles, or stolen and recovered property for criminal and non-criminal incidents.

Accurate Reports

Users can easily clarify department initiatives and document progress by developing preformatted reports or configuring ad hoc reports for:

- Crime analysis
- Presentation
- Archiving

Agencies can also compile detailed summaries and activity information for submitting UCR reports as necessary.

Detailed Case Management

Agencies have the ability to track cases from beginning to end by following detailed status information. Flex's case management feature uses Involvements® to link information on all persons, property, and vehicles associated with a case.

Dispatch Integration

Flex's integrated solutions ensure rapid and consistent data entry. The RMS module is linked directly with Flex CAD, which allows the software to automatically transfer appropriate information from calls to related incidents.

Advanced Security and Intelligence

Administrators can protect data integrity with flexible security features that allow users to secure privileged information. The Flex system allows agencies to store an unlimited amount of data regarding the following characteristics of individuals or groups:

- Hangouts
- Associates
- Vehicles
- Employment
- Activities

Organized Dissemination

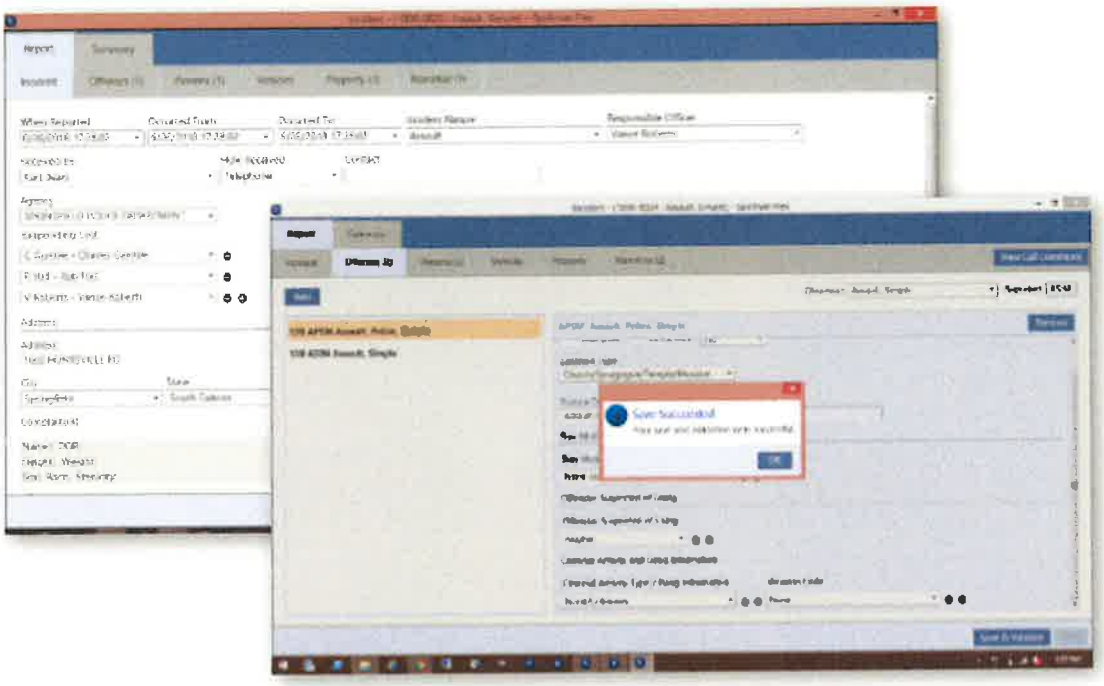
The system provides information accountability by tracking all information disseminated through the RMS module. Users can record the full text of the disseminated information, and create a link to the name record of the party receiving the information.

Automatic Visual Alerts

Agencies improve investigator and officer safety with alerts that indicate dangerous, wanted, or missing persons. Once an alert is attached to a record, Flex's integration populates the alert wherever the record exists.

Evidence Management

Flex's Evidence Management module simplifies evidence tracking, allowing each agency to maintain a complete and accurate chain of custody for every piece of evidence. The Evidence Management module records changes in the location, status, and custodian of evidence, providing a detailed history from reception to release, or disposal of the item.



Compile detailed data that meets state and federal standards

Complete Evidence History

Users can automatically track modifications to evidence records from processing, through lab analysis and court appearances, to the release or disposal of the item.

Evidence Reporting

The system enables users to maintain optimal awareness and accountability of evidence and its status. Users can generate reports that show evidence custody, create barcodes for any code table, and show the location of evidence. Some of the reporting tools include:

- The Case Closed Evidence List Report
- The Generate Barcode List Report
- Evidence Location Summary Report

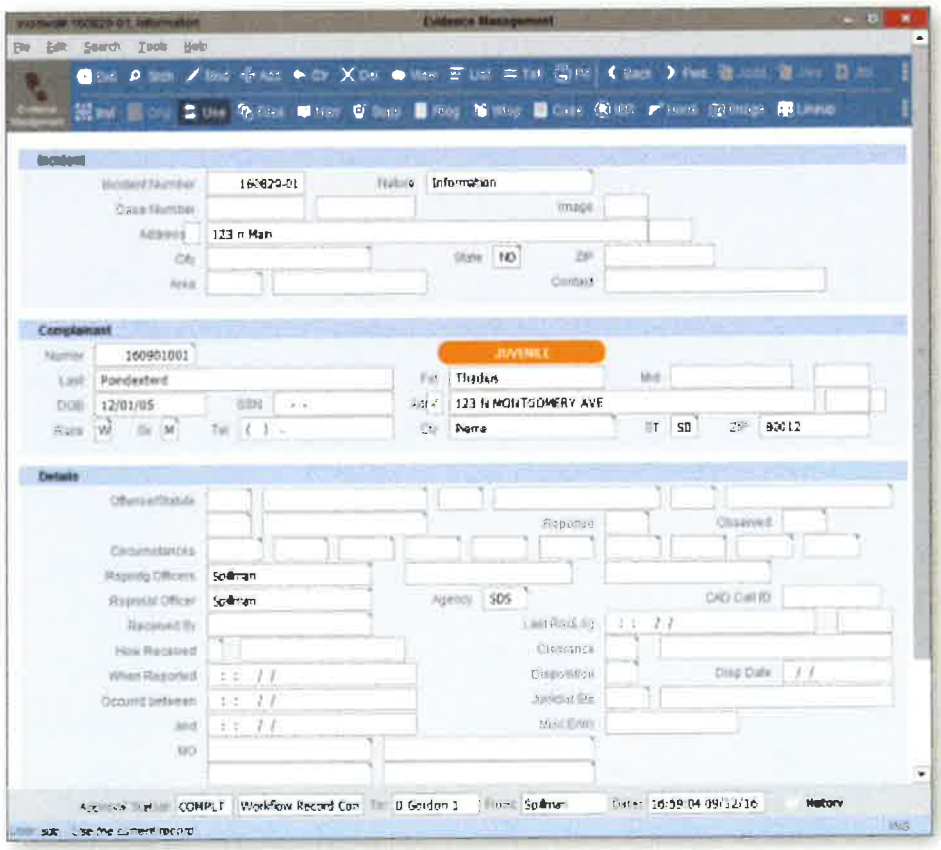
Detailed Evidence Data

The Flex solution facilitates efficient entry, adding, modifying, and searching for records within the screen. Using the Evidence Management screen, users can manage:

- Property item
- Storage location
- Identification number
- Activities associated with the item
- Comments

Interface Features

Flex's optional Evidence Barcode & Audit Interface module enables users to manage the evidence room in minutes and saves hours of personnel time. The interface's barcoding functionality allows for simplified data entry, precise labeling, and hand-held auditing of storage locations. Participating agencies can easily inventory and audit evidence using a handheld barcode reader to check data against the Evidence Management table for discrepancies in the item location.



Flex's evidence management module provides detailed evidence data

Imaging

The Flex Imaging module allows agencies to create a library of full-color digital images that are fully searchable from anywhere in the system. Mug shots, accident photos, and other images can be stored in multiple locations throughout the system and viewed by other users. The program is an all-in-one application for importing, organizing, editing, and sharing photos. Because it connects seamlessly with other modules in the Flex software, agencies are able to do more with their information.

Traffic Information

Our Traffic Information module delivers consistent, accurate data for shaping sound traffic safety policies and procedures. The software monitors activity on your roadways and generates quantifiable reports for traffic management. The following are key features of this powerful tool:

Citations and Warnings

Users can easily access citation and warning data. Full integration allows the agency to create a new name and vehicle record for a new contact, or link an existing name and vehicle while creating a citation or warning. They can also track:

- Offense
- Name information
- Vehicle description
- Citation dispositions
- Bail and/or fine collections

Traffic Reporting

This feature quickly turns data into comprehensive information. Users can view several preformatted reports and a full snapshot of warning and citation activity from the traffic reports menu. It also provides:

- Demographic analysis
- Accident summary reports

Imaging Integration

Utilizing Flex's optional Imaging module, users can attach photos to any record for quick reference during an investigation. The agency can capture and archive high-quality digital photos from accident scenes. Additionally, they can print or copy and paste images in a report. Users can attach multiple images to each vehicle record.

Powerful Searching

System integration enables users to search multiple record sources at once, providing detailed information on vehicles or persons involved in the same traffic accident or citation.

Equipment Maintenance

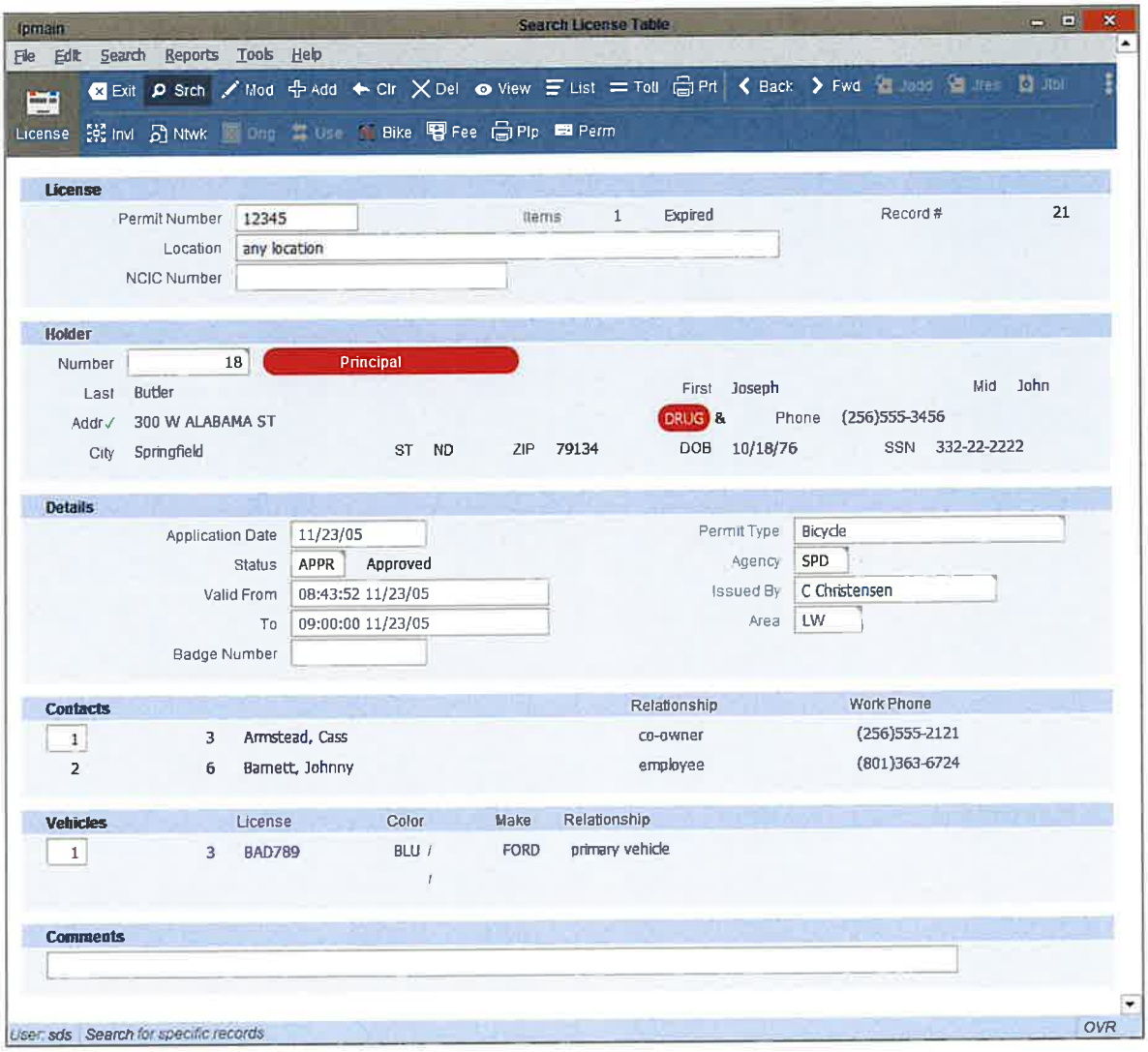
Flex's Equipment Maintenance module enables agencies to save money and maintain accountability of equipment by tracking the purchase, condition, location, history, repair, and maintenance of department equipment. This module offers many useful tracking features, a few of which are highlighted below.

Licenses and Permits

The Flex Licenses and Permits module enables users to manage a variety of certifications effectively. These range from animal and bicycle licenses to weapon and fire permits. The agency can track information such as expiration dates, fees, payments, and adjustments. Users can also print permits, receipts, mailing labels, and reports.

Detailed Information

Our comprehensive module will allow the agency to track detailed data, ensuring users have access to the information they need. For example, users can quickly view a permit's status, effective date, permit holder, permit type, and any relevant contact persons. From an additional detail screen, users can also track information relevant to the type of permit, such as model, size, breed, item value, etc.



Integration with Law Records

The Licenses and Permits module helps investigators solve crimes through integration with the Flex RMS module. For example, users can easily view the permit record and owner name of any weapon used in a law incident—directly from the law incident record. Ready access to this information keeps officers informed, increasing safety and reducing potential agency liabilities.

Hybrid Features

Multi-Agency Search

The Multi-Agency Search feature provides a robust search interface enabling participating MSI agencies to share Persons, Vehicles, and Incident Report data from the PremierOne1 Records Management System (RMS) with other PremierOne1 and Flex agencies. This collaborative tool empowers agencies to:

- **Control Data Sharing:** Agencies have the discretion to select the specific types of information that are available for sharing.
- **Manage Sharing Partners:** Each agency can manage its list of trusted agencies with which to share data with, ensuring that data- sharing arrangements are mutually agreeable and maintain data integrity.
- **Enhance Search Capabilities**: Participating agencies that have opted in will gain the ability to conduct searches across a broader regional data set, which can foster a cooperative environment among agencies, streamline investigative processes, and ultimately enhance public safety operations through more effective data utilization.

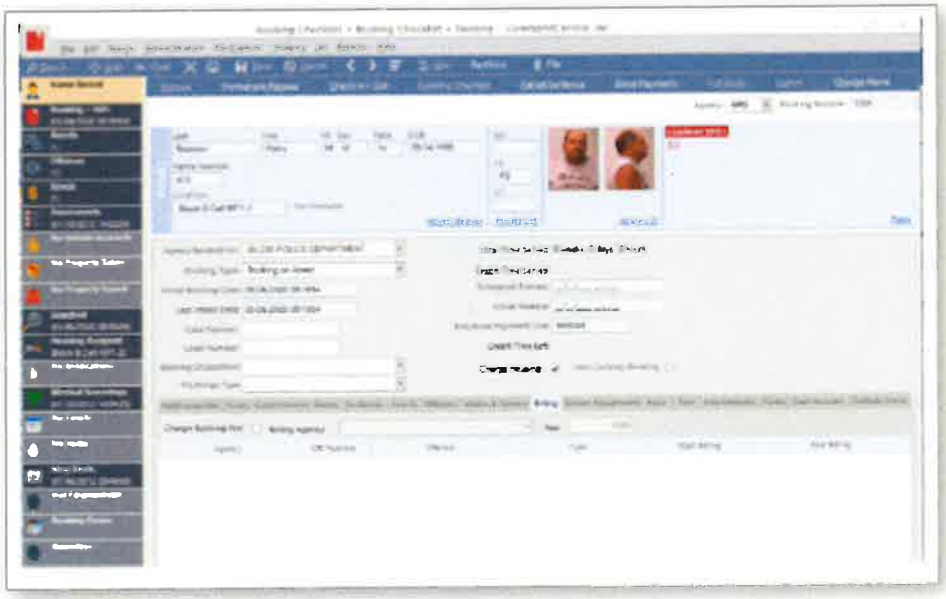
Flex Jail Management Solution Solution Description

Jail Management Solution (JMS)

The jail management solution for Flex provides powerful tools to gather a broad range of vital inmate data. The ability to flag records enhances safety for all users. The intuitive system includes simplified booking processes and jail log information, enabling users to include multiple offenses on a single entry. Additionally, the system captures and integrates corrections data system-wide, creating seamless data flow, and allowing users to process inmates from start to finish more efficiently. The following system description provides an introduction to the many advanced features available to jail management users.

Booking Process

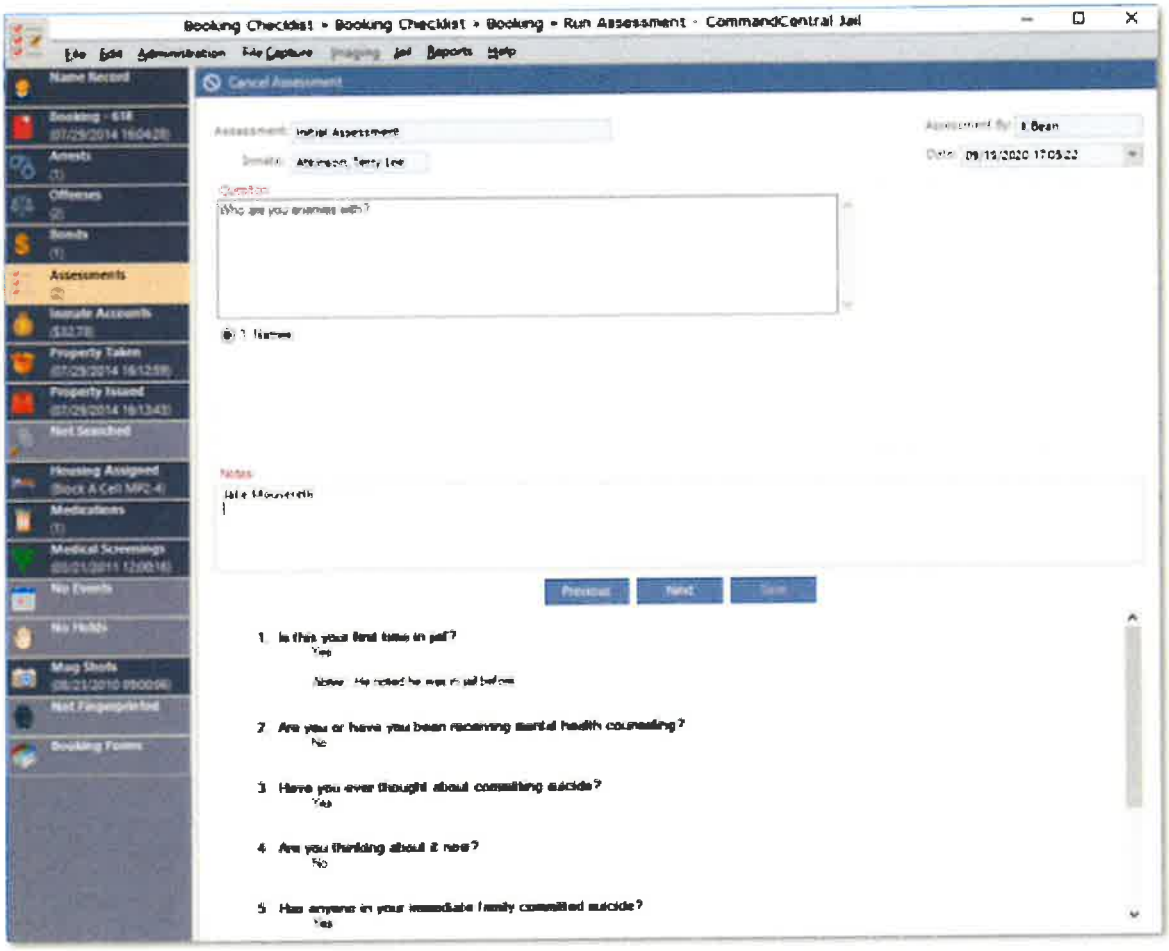
JMS streamlines inmate booking with simple, step-by-step processes and seamless integration with the Records Management solution. As users enter inmate information into the system, menu-driven options facilitate the collection of important details regarding property taken, property issued, and more. The checklist screen also allows users to see what has been completed in the booking process.



The Booking Checklist saves time by showing users what has already been completed

Assessments

The jail management solution's Assessment feature enables users to place inmates in accordance with their risk factors, enhancing safety for inmates and jail staff alike. Users can create custom inmate assessment questionnaires that determine security restrictions and appropriate medical care. This Assessment feature is decision-tree based, meaning that each question is dynamically determined by the inmate's previous answer. After an assessment is complete, an inmate record is automatically tagged with name alerts, flags, medical conditions, security classifications, and risk factors, as appropriate.

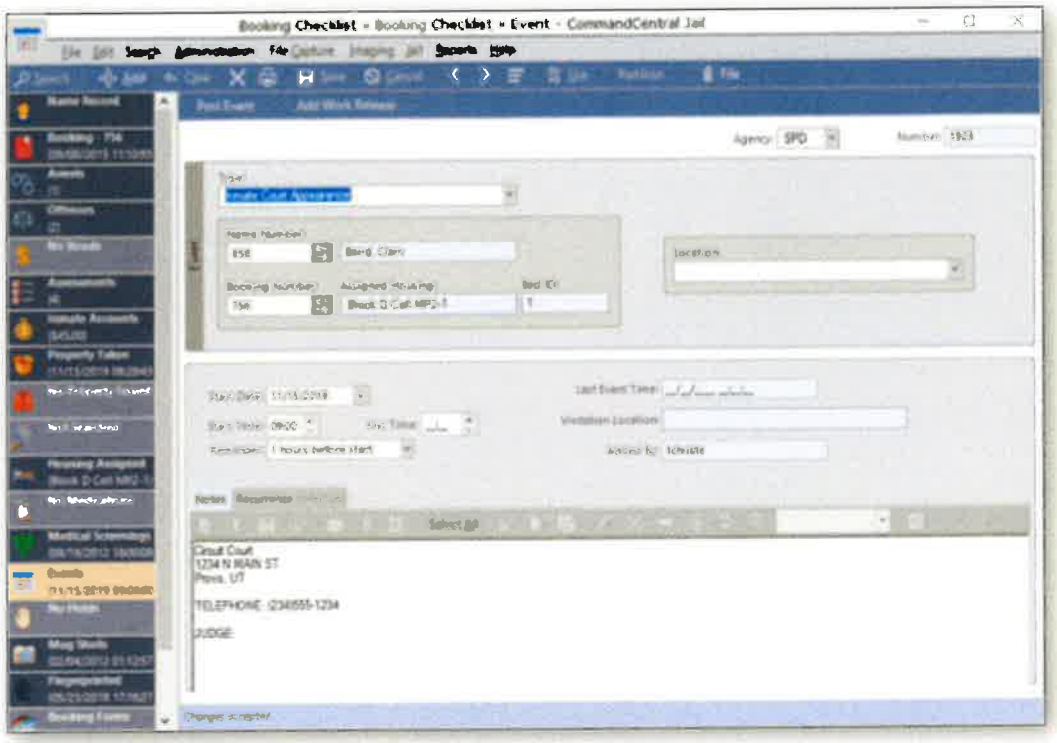


Users can conduct assessments to determine an inmate's risk level or needs

Scheduled Events

The system enables officials to maintain situational awareness of all scheduled events. Users can set events like court appearances, work releases, and any other activity to recur daily, weekly, monthly, or annually. They can also partition events by agency as appropriate. The module's event viewer provides the time, event, inmate name, and other details that may be important for security

purposes. Additionally, users can create reminders that show approaching or past due events. The software allows users to snooze, dismiss, or open event details at any time.



Jail allows users to view and manage inmate schedule events

Jail Log

Administrators can add multiple officers and inmates to the same log entry with the Jail Log feature; this eliminates the need to create a separate incident for every person involved in an event. Users can also automatically create a jail incident from an inmate log entry. Narratives are stored in a separate detail table for security purposes.

Jail Incident Report

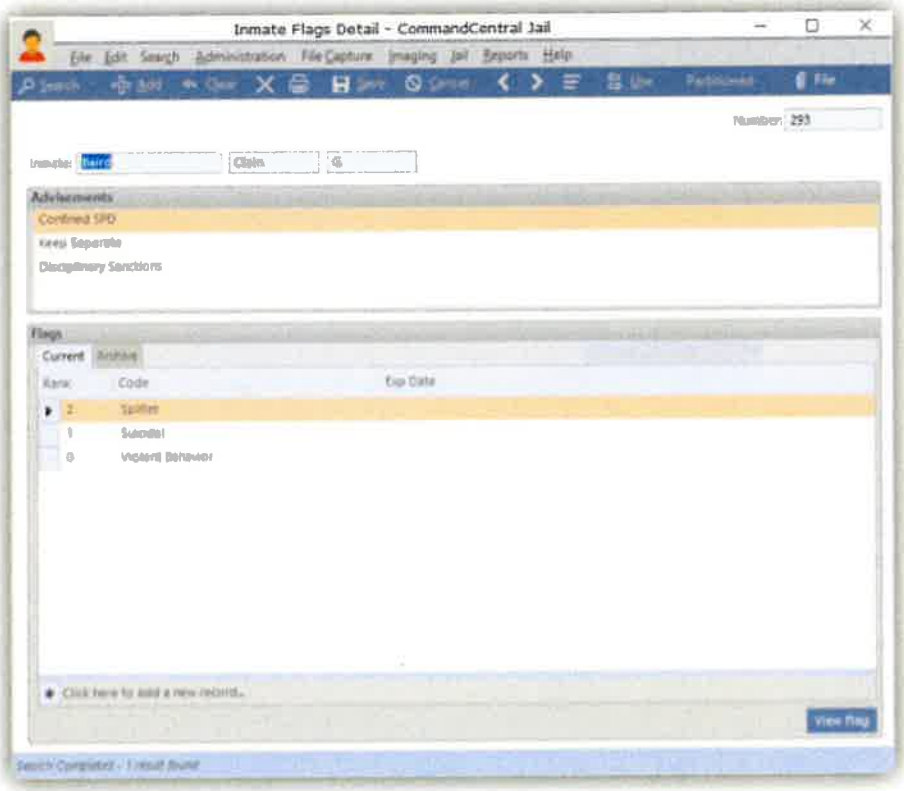
A Jail Incident Report provides a summary of jail incident records, capturing information about events leading to disciplinary action, criminal charges, or exposure to liability. Information reported includes inmates, officers involved, and a description of the event. An incident report can be refined by:

- Jail Incident Number
- Time reported
- Incident narrative
- Incident supplemental narrative

The jail management solution controls who has access to Incident Report information by agency-defined partitions and detailed permissions.

Inmate Flags

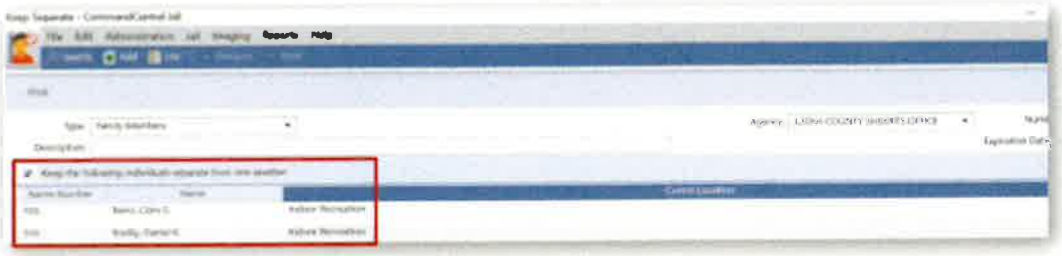
Users can relay vital inmate information to jail personnel using the Inmate Flags feature. If, for example, an inmate record is marked with a flag denoting that they are prone to violent behavior, users can click the flag to display the code, description, and detailed instructions regarding that inmate. Users can also assign optional expiration dates to these flags.



Inmate flags enhance safety by helping personnel plan for inmate movement or relocation

Keep Separate

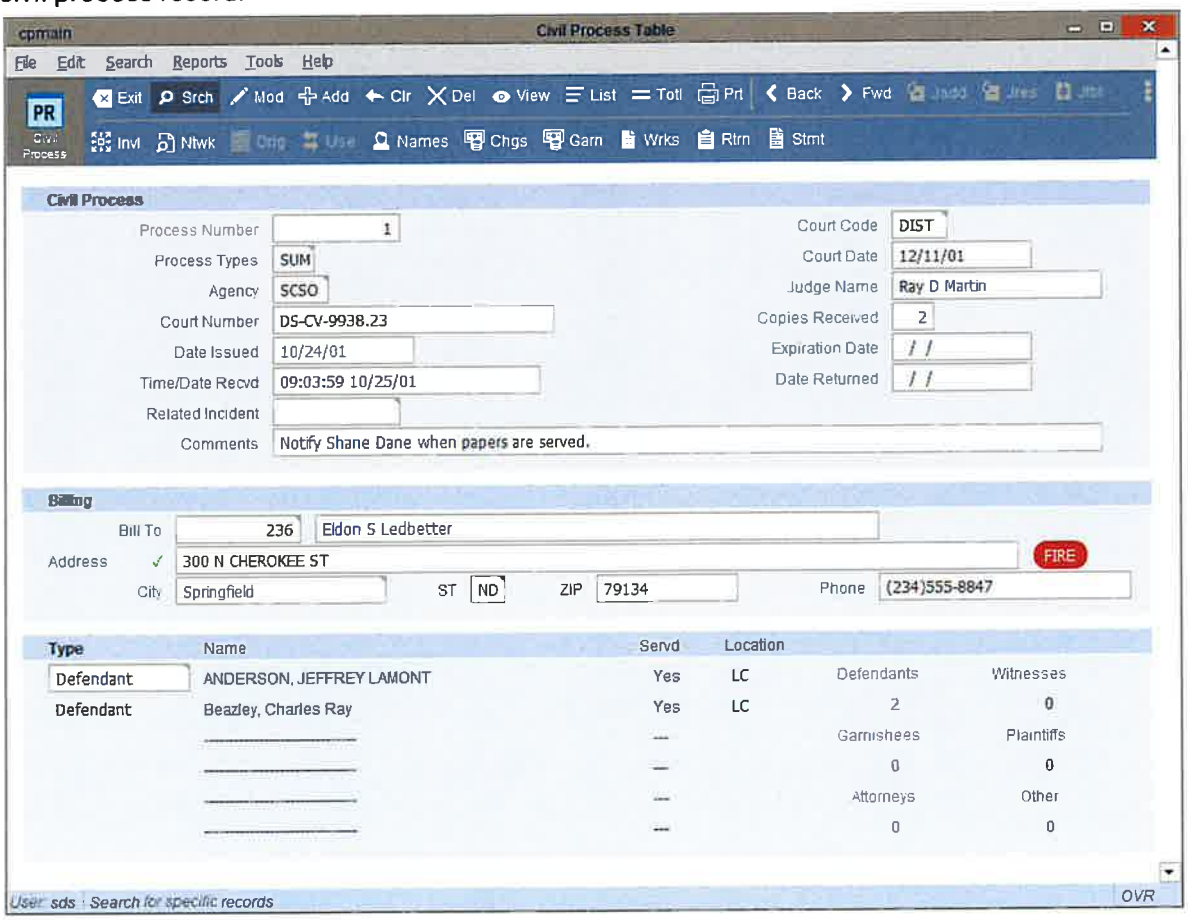
Users can keep specific inmates isolated from each other using the Keep Separate feature. The software provides notification when a Keep Separate violation has occurred. This feature also allows agencies to include an expiration date and narrative for each Keep Separate record.



Jail tells personnel which inmates to keep separate

Civil Process

Flex's Civil Process module streamlines document tracking by enabling agencies to track the receipt, service, and return of service for all types of civil processes managed by law enforcement. It also enables personnel to print service worksheets, returns, and statements of process from a civil process record.



Process Tracking

Users can track each civil process through its lifecycle, from initial receipt, to completion of service, and return to court. Returns for each process can also be printed for immediate viewing.

Attempts to Serve History

Users can view contact information for the person served, the date, and the serving officer. An unlimited number of unsuccessful attempts can also be entered as necessary until a successful service is made.

Module Integration

The Flex solution enables accuracy, ease of reference, and ease of use. Civil process records can be linked with various modules and tables in the Flex system, including: name, vehicle, law incident, and property records.

Garnishment Management

Users can easily link a garnishment to a civil process record, enter money received, and print a continuing garnishment return.

Commissary Management

The Commissary Management module assists correctional facilities in accurately managing inmate purchases and maintaining total inventory control. The software's all-inclusive design provides users with features such as:

- Tracking individual commissary transactions
- Summarizing purchase and sales activities through detailed reports
- Manages supplier accounts

Commissary Supplier Data

The jail management solution addresses supplier accountability. Users can quickly monitor supplier information by viewing records for each company that supplies commissary items to your facility. In the Commissary Supplier screen, users can post or cancel orders and track inventory. Automatically reorder items based on current inventory levels with the Commissary Item screen.

Commissary Items

Users can filter approved or restricted items, track supplier and product information, and control purchasing restrictions. The software can filter approved items for indigent inmates as well as items that certain inmates cannot have. Each commissary item record contains information on the

supplier of each item, unit size and cost, re-orders, current balances, and purchasing restrictions. Available commissary items and prices can be filtered for inmates housed in specific areas, and the Single Commissary List shows the items available to an individual inmate.

Item Purchases

Users can view all inmate purchases from the Enter Commissary Purchases screen. The software creates a file detailing all transactions made with each purchaser, including the individual's account balance at the close of each transaction. Additionally, users can access supplier summaries and purchases, item cost, inventory orders and value, current inventory levels, orders pending, purchases payable, unit reports, and inmate purchase summaries.

LiveScan Fingerprinting Interface

The jail management solution's LiveScan Fingerprinting Interface streamlines the transfer of inmate name information and arrest data onto agency fingerprint cards. The interface allows users to exchange data between the Jail Records module to a third party LiveScan fingerprinting software system. Users can then customize the data to align with agency preferences and state recording requirements fingerprint cards .

One-Touch Data Transfer

Users can efficiently transfer inmate data to LiveScan fingerprinting software while reducing the risk of data errors. With a single touch, the inmate's name, gender, physical description, booking identification number, arresting agency, Social Security Number, and other data are automatically entered into the correct fields on the inmate's fingerprint card in the LiveScan software.

Reporting Requirements

The LiveScan application helps agencies meet state and federal reporting requirements. Users can customize the interface to transfer the specific information, onto fingerprint cards, that is needed to meet state and federal reporting requirements. The order in which data appears on the cards can also be configured to meet unique agency preferences.

Data Accuracy

Users reduce data entry mistakes because the system transfers data automatically from the jail system to the LiveScan fingerprinting software. This improves data integrity by eliminating the need to re-type inmate information manually onto fingerprint cards.

Release Tasks Checklist

Users can validate the correct inmate is released at the correct time with a dynamic checklist and scheduling that tracks time served. The system reports whether bonds have been posted, and forms help users complete the release process with functionality such as Topaz signature pads to capture inmate signatures. Additionally, the system warns users about active holds to allow the safe release of inmates.

Flex Statement of Work

Introduction

The System includes Equipment, pre-installed licensed software, Subscription Software (as outlined in the Solution Description), Installation Services, and Maintenance Services. This Statement of Work (SOW) sets forth the installation of the system and later sections address the maintenance of the system.

In accordance with the terms and conditions of the Agreement, this SOW defines the principal activities and responsibilities of all parties for the delivery of the Motorola Solutions, Inc. (Motorola) system as presented in this offer to Douglas County Sheriff's Office, NV (hereinafter referred to as County). When assigning responsibilities, the phrase "Motorola" includes our subcontractors and third-party partners.

Deviations and changes to this SOW are subject to mutual agreement between Motorola and the County and will be addressed in accordance with the change provisions of the Agreement.

Unless specifically stated, Motorola work will be performed remotely. County will provide Motorola resources with appropriate system access to enable Motorola to fulfill its delivery obligations.

Motorola and the County will work to complete their respective responsibilities in accordance with the mutually agreed upon Project Schedule. Any changes to the Project Schedule will be mutually agreed upon via the change provision of the Agreement.

The number and type of software or subscription licenses, products, or services provided by Motorola or its subcontractors are specifically listed in the Agreement and any reference within this document as well as subcontractors' SOWs (if applicable) does not imply or convey a software or subscription license or service that are not explicitly listed in the Agreement.

Award, Administration, and Project Initiation

Project Initiation and Planning will begin following execution of the Agreement between Motorola and the County.

Following the conclusion of the Project Planning Session, the Motorola Project Manager will conduct twice monthly one-hour remote status meetings with the County Project Manager for the purpose of baselining progress of current activities and the planning of future activities. Following the conclusion of the Contract Design Review, the Motorola Project Manager will prepare and submit monthly status reports to the County Project Manager. Monthly Status Reports provide a summary of the activities completed in the month, those activities planned for the following month, project progress against the project schedule, items of concern requiring attention, as well as potential project risks and agreed upon mitigation actions.

Motorola utilizes Google Meet as its teleconference tool. If County desires a different teleconference tool, it may provide a mutually agreeable alternate tool at County expense.

Flex Mobile Provisioning

Provisioning includes the setting of configurable parameters which control application behavior. The Flex Mobile system will be provisioned using Motorola standard provisioning parameters and will incorporate County-specific provisioning.

Provisioning activities include instruction of the mechanics and methodologies required to complete system provisioning and provides the County with knowledge needed to update and maintain the provisionable items as the County's operational needs change.

CommandCentral Enablement

The County's cloud based features and functionality, as listed in the Cloud Hybrid Functionality Section of the System Description included herein, will be enabled and connected to the ancillary systems as defined in the Project Schedule. As new features and functionality are added to these base applications they will become available to the County during deployment and for the term of the subscription.

The County will work with Motorola on the setup and configuration of the County's firewall in order to allow traffic from CommandCentral.

Agency and User Setup

The County's agencies and CommandCentral users must be provisioned within the CommandCentral cloud platform using the CommandCentral Admin Console. The provisioning process allows the agencies to define the specific capabilities and permissions of each user.

Motorola Responsibilities

- Use the CommandCentral Admin tool to establish the County and County's agencies within the CommandCentral cloud platform. This activity is completed during the order process.
- Provision agency's CommandCentral initial users and permissions.

County Responsibilities

- Identify a System Administrator(s).
- Ensure all System Administrators complete the LXP CommandCentral Admin training.
- Use the CommandCentral Admin Console to set up CommandCentral administration and user passwords, and provision agency's CommandCentral users and permissions.

Motorola Deliverable

- Initial agencies and users have been configured.

CloudConnect Installation and Configuration

County's agencies and CommandCentral users must be provisioned within the CommandCentral cloud platform using the CommandCentral Admin Console. The provisioning process allows the agencies to define the specific capabilities and permissions of each user. Remotely complete the installation of CommandCentral Connector to include networking, firewall and load-balancer configurations.

Motorola Responsibilities

- Create CommandCentral Agencies
  - Production Agency – Use the County's existing agency if available or create a new Agency if needed.
  - Non-Production Agency – New CommandCentral Agency for the non-production CommandCentral Connector to facilitate software evaluation and training.
- Remotely install CommandCentral Connector on the follow Flex environments:
  - Primary - Production
  - Disaster Recovery – Production
  - Hosting Site – Non-Production (Training or Staging)
- Verify network connectivity and test connection between Flex and CommandCentral.

County Responsibilities

- Provide a network path from the Flex firewall to the internet.
  - Open the firewall ports or FQDNs specified by Motorola to facilitate connectivity between CommandCentral Connector and the Cloud Services.
  - Provide an external internet connection to a Network Time Protocol (NTP) source of NIST or Google.
  - Provide an internet connection with capacity to support the operation of all Motorola hybrid solutions used on the system.
- Participate in Cloud Agency configuration and testing.

Motorola Deliverable

- CloudConnect Virtual Machine configuration is complete.

CommandCentral Workstation Configuration

Motorola Responsibilities

- Verify remote access to workstation(s).
- Request IP address to target workstation(s).
- Configure contracted CommandCentral workstation(s).

County Responsibilities

- Provide a dedicated delivery point for receiving, inventory, and storage of equipment.
- Receive and inventory contracted equipment (reference equipment list).
- Perform physical installation of the CommandCentral Solution workstations. Connect to power and network. Assign IP addresses for the network.

- Give assigned IP addresses of target workstation(s) to Motorola.
- Provide remote access to the CommandCentral Solution workstation(s).

CommandCentral Provisioning

Motorola will discuss industry best practices, current operations environment, and subsystem integration in order to determine the optimal configuration for CommandCentral Solution.

Motorola Responsibilities

- Using the CommandCentral Admin Console, provision users, groups, and rules based on County Active Directory data.

County Responsibilities

- Supply the access and credentials to the County's Active Directory for the purpose of Motorola conducting CommandCentral Solution provisioning.
- Respond to Motorola inquiries regarding users/groups/agency mapping to CommandCentral Solution functionality.

Rave Enablement

The Rave component of this solution is made up of four (4) different Rave applications: Rave Alert, Rave Collaborate, Rave Link, and Smart911.

- Rave Alert is a cloud-based mass notification platform that enables the County to send critical information and alerts to employees and the public via text, voice calls, and email.
- Rave Link is a comprehensive event management platform that enables streamlined communication and coordination for 9-1-1 agencies, particularly during high-pressure incidents and emergencies.
- Rave Collaborate is a secure and interoperable situational awareness solution that enables enhanced 9-1-1 response by sharing data and automating workflows between dispatchers, first responders, and emergency personnel.
- Smart911 is a secure and interoperable situational awareness solution that enables enhanced 9-1-1 response by sharing data and automating workflows between dispatchers, first responders, and emergency personnel.

Motorola Responsibilities

- Configure Rave Alert, with the County, to meet agency specific alerts and protocols.
- Configure workflows and protocols with the County in Rave Collaborate.
- Integrate Rave Link with the County's current CAD system.
  - Integration of Rave Link with Flex will occur during deployment, as defined in the mutually agreed upon Project Schedule.
- Implementation and configuration of Smart 911 with the County's 9-1-1 system.

County Responsibilities

- Provide requested access to systems, data, and personnel to assist in Motorola's enablement of Rave applications.
- Participate with Motorola in configuration of Rave alerts, protocols, and workflows to enable knowledge transfer of Rave solution management.

Interfaces and Integration

The installation, configuration, and demonstration of interfaces may be an iterative series of activities depending upon access to third-party systems. Interfaces will be installed and configured as reviewed during the Project Kickoff. Integrated functionality between Motorola developed products will be completed through the software installation and provisioning activities described herein. Integration activities that have specific requirements will be completed as outlined in this SOW.

Interface Deployment

Connectivity will be established between the Motorola system and the external and/or third-party systems to which the contracted software will interface. Motorola will configure the system to support each contracted interface. The County is responsible for engaging third-party vendors if and as required to facilitate connectivity and testing of the interfaces.

Motorola Responsibilities

- Establish connectivity to external and third-party systems.
- Configure interfaces to support the functionality described in the System Description and reviewed during the Interface Planning Session.
- Validate each interface can transmit and/or receive data in accordance with the System Description.

County Responsibilities

- Act as liaison between Motorola and third-party vendors or systems as required to establish interface connectivity with the Motorola system.
- Provide personnel proficient with and authorized to make changes to the network and third-party systems to support Motorola's interface installation efforts.
- Provide network connectivity between Flex and the third-party systems.

Motorola Deliverables

- Contracted Interfaces.

Integration Activities

Proprietary processes enable the transfer and receipt of data between Motorola systems.

Motorola Responsibilities

- Establish and validate connectivity between the Motorola systems.
- Validate each system can transmit and/or receive data.
- Enable the Data Exchange API (DEX) and on-board County's 3rd party vendor via the partner program, if/as contracted.

County Responsibilities

- Provide personnel proficient with and authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between the Motorola systems.
- Work with the County's third-party vendor to sign up for the partner program. Participation in

the Partner program is not included in this offer and is a post contract purchase. If purchased, Motorola will provide the instructions to sign up, post, contract if purchased.
- Cover any license fees access to the DEX API or participation in the Advanced Partner Program not included in the contract.

Motorola Learning eXperience Portal (Online Training)

Training is made available to the County, in part, via Motorola's Software Enterprise Learning eXperience Portal (LXP). This subscription service provides customers with continual access to Motorola's library of online learning content and allows your users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current. Courses delivered or supplemented by LXP content are described in the training plan.

Motorola Responsibilities

- Configure a County-specific portal view.
- Create a learner path access account to the portal for each user name provided by the County.
- Provide instruction to the County LXP Administrator on building groups.

County Responsibilities

- Provide Motorola with names (first and last) and emails of County LXP administrators.
- Complete LXP Administrator training.
- Advise users of the availability of the LXP.
- Build groups as desired.
- Virtual – Virtual instructor-led training (class will be recorded and made available for future County use).

Transition to Support

Transition to Support

Following the completion of training, Motorola and the County will schedule a mutually agreeable time to transition the County to Motorola's Support organization. The transition to the Motorola's Support organization completes the implementation activities.

Motorola Solutions Responsibilities

- Provide the County with Motorola's Support engagement process and contact information.
- Gather contact information for the County users authorized to engage Motorola Support.
- Schedule and facilitate the handover call between the County and Motorola Support organization.

Pricing Summary

Motorola pricing is based on a complete system solution. The addition or deletion of any component(s) may subject the total system price to modifications. This pricing is valid until October 10th, 2026.

Proposed contract term dates: July 1st, 2027 - June 30th, 2032

Payment Milestones	Year 1 (July 2027)	Year 2 (July 2028)	Year 3 (July 2029)	Year 4 (July 2030)	Year 5 (July 2031)	TOTAL
Subscription Fees:						
Flex Subscription	$175,000	$175,000	$175,000	$175,000	$175,000	$875,000
TOTAL	**$175,000**	**$175,000**	**$175,000**	**$175,000**	**$175,000**	**$875,000**

Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. Motorola reserves the right to make partial shipments of equipment and invoice for partial shipment. Overdue invoices will bear simple interest at the maximum allowable rate.

The initial payment for year 1 will be billed upon the contract effective date. For each subsequent year of service, Motorola will invoice Customer annually in advance of each year of the plan.

Due to significant market and tariff volatility, as well as fluctuations in the cost of energy and raw materials including, but not limited to, steel, copper, finished wood, and concrete, Motorola Solutions reserves the right to equitably adjust the contract price, completion schedule, and/or contract requirements. Additionally, Motorola Solutions reserves the right to apply a fuel surcharge to quoted freight rates based on the prevailing diesel cost at the time of shipment

For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, "All Items," Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. "All Items," not seasonally adjusted shall be used as the measure of CPI for this price adjustment. The adjustment calculation will be based upon the CPI for the most recent twelve (12) month increment beginning from the most current month available as posted by the U.S. Department of Labor (http://www.bls.gov) immediately preceding the new maintenance year. For purposes of illustration, if in Year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Existing Product Breakdown

Description (Douglas County Sheriff's Office)	Quantity	Term
Flex		
Core Integration		
HUB MAINTENANCE - STANDARD	1	5 YEAR
Computer-Aided Dispatch (CAD)		
FLEX CAD MAINTENANCE - STANDARD	1	5 YEAR
FLEX CAD MAPPING MAINTENANCE - STANDARD	1	5 YEAR
FLEX STATELINK MAINTENANCE - STANDARD	1	5 YEAR
FLEX RAPID NOTIFICATION MAINTENANCE - STANDARD	1	5 YEAR
FLEX RESPONSE PLANS MAINTENANCE - STANDARD	1	5 YEAR
FLEX PREMISES AND HAZMAT MAINTENANCE - STANDARD	1	5 YEAR
FLEX QUICKEST ROUTE MAINTENANCE - STANDARD	1	5 YEAR
FLEX E911 INTERFACE MAINTENANCE - STANDARD	1	5 YEAR
FLEX PROQA FIRE INTERFACE MAINTENANCE - STANDARD	1	5 YEAR
FLEX PROQA MEDICAL INTERFACE MAINTENANCE - STANDARD	1	5 YEAR
FLEX PROQA POLICE INTERFACE MAINTENANCE - STANDARD	1	5 YEAR
FLEX ZOLL EPCR INTERFACE MAINTENANCE - STANDARD	1	5 YEAR
Mobile		
FLEX MOBILE STATELINK CAD MAINTENANCE - STANDARD	1	5 YEAR
FLEX MOBILE VOICELESS CAD MAINTENANCE - STANDARD	1	5 YEAR
FLEX MOBILE AVL AND MAPPING MAINTENANCE - STANDARD	1	5 YEAR
FLEX TOUCH MAINTENANCE - STANDARD	1	5 YEAR
FLEX DRIVERS LICENSE SCANNING MAINTENANCE - STANDARD	1	5 YEAR
FLEX MOBILE RECORDS MAINTENANCE - STANDARD	1	5 YEAR
FLEX MOBILE FIELD REPORT AND INTERVIEW MAINTENANCE - STANDARD	1	5 YEAR
FLEX MOBILE ARREST FORM MAINTENANCE - STANDARD	1	5 YEAR
Records Management System (RMS)		
FLEX LAW RECORDS MAINTENANCE - STANDARD	1	5 YEAR
FLEX EVIDENCE MANAGEMENT MAINTENANCE - STANDARD	1	5 YEAR
FLEX EVIDENCE AND BARCODE MAINTENANCE - STANDARD	1	5 YEAR
FLEX IMAGING MAINTENANCE - STANDARD	1	5 YEAR
FLEX TRAFFIC INFORMATION MAINTENANCE - STANDARD	1	5 YEAR

FLEX EQUIPMENT MAINTENANCE - STANDARD	1	5 YEAR
FLEX LICENSES AND PERMITS MAINTENANCE - STANDARD		5 YEAR
COMPSTAT MANAGEMENT MAINTENANCE - STANDARD		5 YEAR
BRAZOS XML LAW INTERFACE MAINTENANCE - STANDARD	1	5 YEAR
Jail Management System (RMS)		
FLEX JAIL MANAGEMENT MAINTENANCE - STANDARD	1	5 YEAR
FLEX CIVIL PROCESS MAINTENANCE - STANDARD	1	5 YEAR
FLEX COMMISSARY MANAGEMENT MAINTENANCE - STANDARD	1	5 YEAR
LIVESCAN INTERFACE MAINTENANCE - STANDARD	1	5 YEAR

Flex Plus - Subscription Offer Comparison

Comparison Matrix	Existing	Plus	Add On
CAD Functionality			
Flex Hub	X	X	
CAD	X	X	
StateLink	X	X	
Imaging	X	X	
Rapid Notification 2.0	X	X	
Data Replication		X	
CAD Mapping	X	X	
Esri ArcGIS licenses		X	
Alarm Tracking and Billing		X	
Premises and Hazmat Information	X	X	
Motorola ASTRO Radio Location integration		X	
Response Plans	X	X	
Quickest Route	X	X	
Esri ArcGIS high-availability CAD mapping environments			X
CAD Management Dashboard			X
CompStat Management Dashboard	X		X
Records Management Functionality			
Law Records	X	X	
IBR		X	
Evidence Barcode and Auditing	X	X	
Evidence Management	X	X	
Offender Tracking		X	
Personnel Management		X	
Traffic Information	X	X	
Pin Mapping		X	
Demographic Summary		X	
Civil Process		X	
Fleet Maintenance		X	
Inventory Management		X	
Licenses and Permits	X	X	
Pawned Property		X	

Comparison Matrix	Existing	Plus	Add On
Vehicle Impound		X	
Equipment Maintenance	X	X	
Mobile CAD Functionality			
Mobile Voiceless CAD	X	X	
Mobile AVL and Mapping	X	X	
Mobile Premises and Hazmat	X	X	
Flex Touch	X	X	
Mobile RMS Functionality			
Mobile Records	X	X	
Driver's License Scanning	X	X	
Return Sharing		X	
Mobile Arrest form	X		X
Mobile Field Report With Field Interview	X		X
Mobile Warning form			X
Jail Functionality			
Jail Management	X	X	
Inmate Tracking		X	
Cell Check		X	
Disciplinary Actions		X	
Inmate Tracking		X	
Livescan	X	X	
Civil Process	X	X	
Commissary Management	X		X
Cloud Hybrid Functionality			
Internal text, email, and voice alerting for PSAP communication		X	
CAD inter-agency data sharing		X	
Proximity alerting based on event and location		X	
Automated intelligent workflows for incident and task management		X	
Private premises information access		X	
Map and event monitor of 9-1-1 calls, CAD incidents and panic button alerts		X	
Additional 9-1-1 data through RapidSOS		X	
Additional map location or device package integrations including: radios, body cameras, in-car video, drones, smartphone apps, LPR, cameras and AVL-equipped vehicles		X	
Managed Services			

Comparison Matrix	Existing	Plus	Add On
Software maintenance		X	
Remote technical support		X	
24/7 network monitoring with SOC support to find and respond to threats		X	
24/7 SOC identification and prevention of cyber threats on CAD endpoints			X
GIS Managed Services			X
Remote SAA-as-a-Service through Reliable Administration			X
Server replacement and support through Solutions II			X

This list is not exhaustive. Flex has dozens of third-party interfaces, as well as state-specific forms and modules, all available as an add on to your Flex subscription. Check with your Motorola Solutions sales representative for a comprehensive list of functionality, supported integration types and specific compatible vendors.

Customer Contact

INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

Name: _____

Address: _____

Phone: _____

Email: _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name: _____

Address: _____

Contractual Documentation

Motorola Solutions Customer Agreement

This Motorola Solutions Customer Agreement (the "**MCA**") is entered into between Motorola Solutions, Inc., and affiliated companies, with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 ("**Motorola**") and the entity purchasing Products (as defined below) from Motorola ("**Customer**"). Motorola and Customer will each be referred to herein as a "**Party**" and collectively as the "**Parties**". This Agreement (as defined below) is effective as of the earlier of (a) the first purchase of a Product from Motorola, and (b) the date of the last signature on the Agreement (the "**Effective Date**").

1. Agreement.

1.1. Scope; Agreement Documents. This MCA governs Customer's purchase of Products (as defined below) from Motorola. Additional terms and conditions applicable to specific Products are set forth in one or more agreed upon addenda incorporated within this MCA (each an "**Addendum**", and collectively the "**Addenda**"). This MCA, the applicable Addenda, and Proposal collectively form the Parties' "**Agreement**".

1.2. Order of Precedence. In interpreting this Agreement and resolving any ambiguities each Addendum will control with respect to conflicting terms in the Agreement, but only as applicable to the Products described in such Addendum. The Proposal will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described in the Proposal.

2. Definitions.

"**Authorized Users**" means Customer's employees and contractors engaged for the purpose of supporting or using the Products and Services on behalf of Customer, and that are not competitors of Motorola, and the entities (if any) specified in a Proposal or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

"**Change Order**" means a written amendment to this Agreement after the Effective Date.

"**Communications System**" is a solution that includes at least one radio Product, whether devices, software, or infrastructure, and requires Integration Services to deploy such radio Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer.

"**Contract Price**" or "**Fees**" means the charges applicable to the Products, excluding applicable sales or similar taxes and freight charges.

"**Confidential Information**" means any and all non-public information provided by one Party to the other that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable business person would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products, and Documentation, as well as any other information relating to the Products.

"**Customer Data**" has the meaning given to it in the DPA.

"**Customer-Provided Equipment**" means components, including equipment and software, not provided by Motorola which may be used with the Products.

"**Data Processing Addendum**" or "**DPA**" means the Motorola Data Processing Addendum applicable to processing of data, including Customer Data, as updated, supplemented, or superseded from time to time. The DPA is incorporated into and made a part of this Agreement for all purposes pertaining to the contents of the DPA.

Where terms or provisions in the Agreement conflict with terms or provisions of the DPA, the terms or provisions of the DPA will control with respect to the contents of the DPA.

"**Delivery**" means the applicable delivery for a Product as described in Section 5.7 of this Agreement.

"Documentation" means the documentation for the Products, or data, that is delivered or made available with the Products that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information.

"Equipment" means hardware provided by Motorola.

"Equipment Lease-Purchase Agreement" means the agreement by which Customer finances all or a portion of the Contract Price.

"Feedback" means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including end users, in connection with or relating to the Products.

"Integration Services" means the design, deployment, implementation, and integration Services provided by Motorola in order to design, install, set up, configure, and/or integrate the applicable Products as agreed upon by the Parties.

"Licensed Software" means software which is made available to Customer by Motorola (for example software preinstalled on Equipment, accessible via a website provided by Motorola, or software installed on or made available for Customer-Provided Equipment) and is licensed to Customer by Motorola.

"**Lifecycle Management Services**" or "**LMS**" means upgrade services as set out in the applicable Proposal.

"Maintenance and Support Services" means the break/fix maintenance, technical support, or other Services described in the applicable Proposal.

"Motorola Data" means data owned by Motorola and made available to Customer in connection with the Products;

"Motorola Materials" means proprietary equipment, hardware, content, software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party). Products, Motorola Data, Third-Party Data (as defined in the DPA), and Documentation, are considered Motorola Materials.

"Non-Motorola Materials" means collectively, Customer or third-party equipment, software, services, hardware, content, and data that is not provided by Motorola.

"Proposal" means solution descriptions, pricing, equipment lists, statements of work ("**SOW**"), schedules, technical specifications, quotes, order forms, and other documents setting forth the Products to be purchased by Customer and provided by Motorola. The Proposal may also include an Acceptance Test Plan ("**ATP**"); a "Payment" Form (Communications System purchase only); or a "System Acceptance Certificate" (Communications System only), depending on the Products purchased by Customer.

"Products" or **"Product"** is how the Equipment, Licensed Software and Services being purchased by the Customer is collectively referred to in this Agreement (collectively as "Products", or individually as a "Product").

"Professional Services" are services provided by Motorola to Customer under this Agreement, including Integration Services, the nature and scope of which are more fully described in the Proposal.

"Prohibited Jurisdiction" means any jurisdiction in which the provision of such Products is prohibited under applicable laws or regulations.

"Services" means services, including access to services, as described in the Proposal, and includes Integration Services, Subscription Services, Professional Services, Maintenance & Support Services, and Lifecycle Management Services provided by Motorola.

"Service Completion Date" means the date of Motorola's completion of the Services described in a Proposal.

"Service Use Data" has the meaning given to it in the DPA.

"Site" or **"Sites"** means the location where the Integration Services, Lifecycle Management Services, or Maintenance and Support Services will take place.

"**Software-as-a-Service**" or "**SaaS**" means a solution that includes at least one Subscription Service and associated Licensed Software, which may include, as an example, client software or a web page.

"Software System" means a solution that includes at least one Licensed Software Product and requires Integration Services to deploy such Licensed Software Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided by or made available to Customer by Motorola.

"**Subscription**" means a recurring payment for Products, as set out in the Proposal.

"Subscription Services" or "**Recurring Services**" means Services, including access to Services, paid for on a subscription basis. Subscription Services includes services available through SaaS Products.

"Term" means the term of this MCA which will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of Services under the last Proposal in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein.

3. Products and Services.

3.1. Products. Motorola will sell (a) Equipment, (b) licenses to Licensed Software, and (c) Services to Customer, to the extent each is set forth in this Agreement. At any time during the Term, Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in this Agreement. All Licensed Software is provided pursuant to the terms of the Software License Agreement.

3.2. Services.

3.2.1. Motorola will provide Services, to the extent set forth in this Agreement.

3.2.2. Integration Services; Maintenance and Support Services. Motorola will provide (a) Integration Services at the applicable Sites, agreed upon by the Parties, or (b) Maintenance and Support Services or Lifecycle Management Services, each as further described in the applicable SOW. Terms applicable to Maintenance, Support and Lifecycle Management can be found in the Maintenance, Support and Lifecycle Management Addendum.

3.2.3. Service Proposals. The Fees for Services will be set forth in Motorola's Proposal. A Customer point of contact may be set forth in the applicable SOW for the Services.

3.2.4. Service Completion. Services described in a Proposal will be deemed complete upon the Service Completion Date, or as Services expire, or are renewed or terminated.

3.2.5. Professional Services

3.2.5.1. Additional Service Terms. If Customer is purchasing Professional Services to evaluate or assess networks, systems or operations; network security assessment or network monitoring; software application development Services; or transport connectivity services, Additional Services Terms apply.

3.3. Additional Product Terms. If the Products include one of the following Products or Product types, additional terms apply as found in the below links:

AI Terms

Comparison Manager

Data licensed from Motorola

Drone related Products

Mobile Video Products, such as LPR cameras, bodycams, or vehicle cameras, and related software

3.4. Non-Preclusion. If, in connection with the Products provided under this Agreement, Motorola performs assessments of its own, or related, products or makes recommendations, including a recommendation to purchase other products, nothing in this Agreement precludes such efforts nor precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.

3.5. Customer Obligations. Customer represents that information Customer provides to Motorola in connection with receipt of Products are accurate and complete in all material respects. If any assumptions in the Proposals or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

3.6. Documentation. Products may be delivered with Documentation. Documentation is and will be owned by Motorola, unless otherwise expressly stated in a Proposal that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products.

3.7. Motorola Tools and Equipment. As part of delivering the Products, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on the Proposal. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in its custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all such tools and equipment in its possession or control.

3.8. Authorized Users. Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products.

3.9. Export Control. Customer, its employees, and any other Authorized Users will not access or use the Products in any Prohibited Jurisdiction, and Customer will not provide access to the Products to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

3.10. Change Orders. Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or a Proposal by submitting a Change Order to the other Party. If a requested change causes an increase or decrease in the Products, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

4. Term and Termination.

4.1. Term. The applicable Addendum or Proposal will set forth the Term for the Products governed thereby.

4.1.1. Subscription Terms. Unless otherwise specified in the Proposal, if the Products are purchased as a Subscription, the Subscription commences upon Delivery of, or Customer having access to, the first applicable Product ordered under this Agreement and will continue for a twelve (12) month period or such other period identified in a Proposal (the "**Initial Subscription Period**") and, unless otherwise stated in the Proposal, will automatically renew for additional twelve (12) month periods (each, a "**Renewal Subscription Year**"), unless either Party notifies the other of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a "**Subscription Term**".) Motorola may increase Fees prior to any Renewal Subscription Year by notifying Customer of the proposed increase no later than thirty (30) days prior to commencement of the Renewal Subscription Year.

4.2. Termination. Either Party may terminate the Agreement or the applicable Addendum or Proposal if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Proposal may be separately terminable as set forth therein.

4.3. Termination for Non-Appropriation. In the event any identified funding is not appropriated or becomes unavailable, the Customer reserves the right to terminate this Agreement for non-appropriation upon thirty (30) days' advance written notice to Motorola. In the event of such termination, Motorola shall be entitled to compensation for all conforming Products delivered or performed prior to the date of termination.

4.4. Suspension of Services. Motorola may promptly terminate or suspend any Products under a Proposal if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.

4.5. Wind Down of Subscription. In addition to the termination rights in this Agreement, Motorola may terminate any Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Licensed Software or Subscription Services to customers.

4.6. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or a Proposal, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer agrees to pay Motorola for Products already delivered or performed. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.

4.7. Equipment. In the event that Customer purchases any Product at a price below the published list price for such Product in connection with Customer entering into a fixed- or minimum required-term agreement for Products, and Customer or Motorola terminates the Agreement prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the

amount of the discount to the published list price for the Product or such other amount set forth in writing. This Section will not limit any other remedies Motorola may have with respect to an early termination.

5. Payment, Invoicing, Delivery and Risk of Loss

5.1. The Contract Price of $875,000, excluding taxes, is fully committed and identified, including all subsequent years of any contracted Services. The Customer will pay all invoices as received from Motorola subject to the terms of this Agreement and any changes in scope will be subject to the change order process as described in this Agreement.

Motorola acknowledges the Customer may require the issuance(s) of a purchase order or notice to proceed as part of the Customer's procurement process. However, Customer agrees that the issuance or non-issuance of a purchase order or notice to proceed does not preclude the Customer from its contractual obligations as defined in this Agreement.

5.2. Fees. Fees and charges applicable to the Products will be as set forth in the applicable Proposal. Changes in the scope of Products described in a Proposal that require an adjustment to the Fees will be set forth in the applicable pricing schedule. The Fees for any Products exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), tariffs, fluctuations in the costs of energy, raw materials, and fuel. Motorola reserves the right to equitably adjust the Fees for these expenses upon written notice to Customer. Customer will reimburse Motorola for expenses reasonably incurred by Motorola in connection with the Products. The annual Subscription Fee for Products may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in a Proposal. Motorola may suspend Licensed Software and any Subscription Services if Customer fails to make any payments within thirty (30) days of invoice due date when due.

5.3. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in a Proposal. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

5.4. Invoicing. Motorola will invoice Customer as described in this Agreement and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in writing. In the event Customer finances the purchase of the Motorola Products contemplated herein via Motorola Solutions Credit Corporation ("MSCC"), invoices for such purchase will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease - Purchase Agreement executed between the parties and the payment schedule enclosed therein shall control payment of the related invoices. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in Section 5.6. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products.

5.5. Payment. Customer will pay invoices for the Products provided under this Agreement in accordance with the invoice payment terms set forth in Section 5.4. Generally, invoices are issued after shipment of Equipment or upon Motorola's Delivery of Licensed Software, Customer access to SaaS, or upon System Completion Date of a Software System, as applicable, but if a specific invoicing or payment schedule is set forth in the Agreement, such schedule will determine the invoicing cadence.

Motorola will have the right to suspend future Deliveries of Products if Customer fails to make any payments when due.

5.6. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

Name:_____
Address:_____
Phone:_____

E-INVOICE. To receive invoices via email:

Customer Account Number:_____
Customer Accounts Payable Email:_____
Customer CC (optional) Email:_____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:
Name:_____
Address:_____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name:_____
Address:_____
Phone:_____

Customer may change this information by giving written notice to Motorola.

5.7. Delivery, Title and Risk of Loss. Motorola will provide to Customer the Products set forth in a Proposal, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in **Section 5.6** or otherwise provided by Customer in writing, using a carrier selected by Motorola.

Notwithstanding the foregoing and unless otherwise stated in a Equipment Lease - Purchase Agreement, Delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with ExWorks, Motorola's premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes.

Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, or (b) the date Motorola otherwise makes the Licensed Software available for download or use by Customer. If agreed upon in a Proposal, Motorola will also provide Services related to such Products. Title to Licensed Software will not pass to Customer at any time. Delivery of SaaS Products will occur when the Services are made available to Customer.

5.8. Delays. Any shipping dates set forth in a Proposal are approximate. While Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for Delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.

5.9. Future Regulatory Requirements. The Parties acknowledge and agree that certain Products (for example, cyber services) are in evolving technological areas and therefore, laws and regulations regarding Products may change. Changes to existing Products required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Products.

5.10. Resale of Equipment. Equipment may contain embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola, which will not be unreasonably denied, and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party. Customer will take appropriate security measures when disposing of Equipment, including the deletion of all data stored in the Equipment.

6. Sites; Customer-Provided Equipment; Non-Motorola Materials.

6.1. Access to Sites. Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the performance, installation and use of the Products at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

6.2. Site Conditions. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

6.3. Site Issues. Upon its request, which will not be unreasonably denied, Motorola will have the right to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 6 – Sites; Customer-Provided Equipment; Non-Motorola Materials**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in a Proposal is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Proposal.

6.4. Customer-Provided Equipment. Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Proposal.

6.5. Non-Motorola Materials. In certain instances, Customer may be permitted to access, use, or integrate Non-Motorola Materials with or through the Products. If Customer accesses, uses, or integrates any Non-Motorola Materials with the Products, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Materials in connection with the Products. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Materials in connection with providing the Products, including the right for Motorola to access, store, and process such Non-Motorola Materials (e.g., in connection with SaaS Products), and to otherwise enable interoperation with the Products. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Materials with the Products, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Materials. If any Non-Motorola Materials requires access to Customer Data, Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Materials to access Customer Data, in connection with the interoperation of such Non-Motorola Materials with the Products.

6.6. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Materials (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Materials or failure to properly interoperate with the Products). If Customer receives notice that any Non-Motorola Materials must be removed, modified, or disabled within the Products, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Materials if Motorola believes a violation of law, third-party rights, or

Motorola's policies is likely to occur, or if such Non-Motorola Materials poses or may pose a security or other risk or adverse impact to the Products, Motorola, Motorola's systems, or any third party (including other Motorola customers).

6.7. Motorola may provide certain Non-Motorola Materials as an authorized sales representative of a third party as set out in a Proposal. As an authorized sales representative, the third party's terms and conditions will apply to any such sales. Any orders for such Non-Motorola Materials will be fulfilled by the third party.

6.8. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Materials software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. Certain third party flow-down terms applicable to Motorola Products may apply.

6.9. Prohibited Use. Customer will not integrate or use, or permit a third party or an Authorized User to integrate or use, any Non-Motorola Materials with or in connection with a Software System or other Licensed Software provided by Motorola under this Agreement, without the express written permission of Motorola.

6.10. API and Client Support. Motorola will use reasonable efforts to maintain its Application Programming Interfaces (APIs) for each Software System, understanding that APIs will evolve. Motorola will support each API version for 6 months after introduction but may discontinue support with reasonable notice or without notice if a security risk is present. For Licensed Software requiring a local client installation, Customer is responsible for installing the current version. Motorola will support each client version for 45 days after its release but may update the client at any time, and does not guarantee support for prior client versions.

7. Representations and Warranties.

7.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into, and execute, the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

7.2. System Warranty. Subject to the disclaimers and exclusions below, Motorola represents and warrants that, on the date of System Acceptance (for Communications Systems), System Completion Date (for Software Systems), or Delivery, as applicable (a) the Communications System will perform in accordance with the descriptions in the applicable Proposal in all material respects, (b) the Software System will perform in accordance with the descriptions in the applicable Proposals in all material respects, and (c) if Customer has purchased any Licensed Software (but, for clarity, excluding SaaS Products) as part of such Communications System or Software System, the warranty period applicable to such Licensed Software will continue for a period of one (1) year commencing upon System Acceptance, System Completion, or date the Licensed Software is delivered (the "**Warranty Period**").

7.3. Communications Systems. During the Warranty Period, in addition to warranty services, Motorola will provide Maintenance and Support Services for the Equipment and support for the Motorola Licensed Software in Communication Systems pursuant to the applicable maintenance and support Proposal. Support for the Licensed Software will be in accordance with Motorola's established Software Support Policy ("SwSP"). If Customer wishes to purchase (a) additional Maintenance and Support Services during the Warranty Period; or (b) continue or expand maintenance, software support, installation, and/or Motorola's LMS after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document and such terms will be agreed upon in a Proposal. Unless otherwise agreed by the Parties in writing, the terms and conditions of the MSLMA referenced in Section 3.2.2 will govern the provision of such Services.

7.4. SaaS. SaaS Products do not qualify for the System Warranty above.

7.5. Motorola Warranties - Services. Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all

material respects to the descriptions in the applicable Proposal; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Proposal.

7.6. Motorola Warranties - Equipment. Subject to the disclaimers and exclusions set forth below, (a) for a period of one (1) year commencing upon the Delivery of Motorola-manufactured Equipment under **Section 5.7 – Delivery, Title and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; and (b) the warranties applicable to Motorola-manufactured Equipment set forth in herein shall be applicable to all radio Equipment purchased hereunder whether or not such Equipment was manufactured by Motorola.

7.7. Warranty Claims; Remedies. To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this Agreement. Unless a different remedy is otherwise expressly set forth herein, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferable.

7.8. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

7.9. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

7.10. ADDITIONAL WARRANTY EXCLUSIONS. NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLECT; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER'S OR ANY AUTHORIZED USER'S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

8. Indemnification.

8.1. General Indemnity. Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("Claim") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under this Agreement, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this **Section 8.1 – General Indemnity**

are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise to the extent allowed by applicable law; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

8.2. Intellectual Property Infringement. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product (the "Infringing Product") directly infringes a United States patent or copyright ("Infringement Claim"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this **Section 8.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

8.2.1. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a prorated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is Licensed Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded Licensed Software).

8.2.2. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Materials, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product with any products or materials not provided by Motorola; (c) a Product designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product by a party other than Motorola; (e) use of the Product in a manner for which the Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.

8.2.3. This **Section 8.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim.

8.3. Customer Indemnity. To the extent allowed by applicable law, Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Materials, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola's use of Customer-Provided Equipment, Customer Data, or Non-Motorola Materials in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

9. Limitation of Liability.

9.1. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "MOTOROLA PARTIES"), WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES, OR PORTION OF FEES, RELATED TO THE PRODUCT UNDER WHICH THE CLAIM AROSE. WITH RESPECT TO ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO SUCH RECURRING SERVICES WILL NOT EXCEED THE TOTAL FEES PAID FOR THE APPLICABLE PRODUCT DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE. EXCEPT FOR PERSONAL INJURY OR DEATH, THE MOTOROLA PARTIES WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

9.2. EXCLUSIONS FROM LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS; (B) CUSTOMER-PROVIDED EQUIPMENT OR SITES; NON-MOTOROLA MATERIALS; THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR CONTENT; OR UNKNOWN OR UNAUTHORIZED COMBINATION OF PRODUCTS AND SERVICES; (C) LOSS OF DATA, HACKING, RANSOMWARE, THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS NOT AUTHORIZED BY MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE PRODUCTS PROVIDED UNDER THIS AGREEMENT; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS.

IN ADDITION TO THE FOREGOING EXCLUSIONS FROM DAMAGES, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH SOFTWARE-AS-A-SERVICE, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

9.3. Statute of Limitations. Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

10. Confidentiality.

10.1. Confidential Information. Customer and Motorola agree that, subject to any applicable freedom of information or public records legislation, Motorola's Confidentiality Terms apply to information shared between the Parties.

11. Proprietary Rights; Data; Feedback.

11.1. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to "Motorola Materials". Except when Motorola has expressly transferred title or other interest to Customer in writing, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights).

This Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

11.2. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process (as defined in the DPA) and use the Customer Data as set forth in the DPA.

11.3. Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

11.4. Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

12. Acceptance

12.1. Communications System Acceptance. Unless further defined in the applicable Proposal or Statement of Work, System Acceptance for a Communications System occurs upon successful completion of Acceptance Tests as detailed in the Acceptance Test Plan. Motorola will provide ten days' notice before testing begins, and upon successful completion, both parties will sign an acceptance certificate. If the plan includes tests for subsystems or phases, acceptance occurs upon successful completion of those tests and separate certificates will be issued. If Customer believes the system has failed, they must provide a detailed written notice within thirty days; otherwise, System Acceptance is deemed to have occurred. Minor, non-material issues will not delay acceptance but will be addressed per a mutually agreed schedule. Customer use of the system before System Acceptance requires Motorola's written authorization and transfers responsibility for system operation to the Customer. Software System Completion is defined by Customer's Beneficial Use of each Product within the system, with "Beneficial Use" defined to occur thirty days after functional demonstration if not otherwise defined in the Proposal.

13. Force Majeure; Delays Caused by Customer.

13.1. Force Majeure. Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

13.2. Delays Caused by Customer. Motorola's performance of the Products will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Proposal). In the event of a delay under this **Section 13.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

14. Disputes. The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "Dispute"):

14.1. Governing Law. All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless Customer is the United States Government (or an agency thereof) or a state government or state agency or local municipality within the United States, in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

14.2. Negotiation; Mediation. The Parties will attempt to timely resolve the Dispute promptly through good faith negotiations. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Unless otherwise agreed in writing, all in person meetings under this **Section 14.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights must be decided by a court of competent jurisdiction, in accordance with **Section 14.3 – Litigation, Venue, Jurisdiction** below.

14.3. Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois, or in the case the Customer is the United States, a state agency, or local municipality, then the appropriate court in the State in which the Products and Services are provided. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

15. General.

15.1. Compliance with Laws. Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products complies with law (including privacy laws), and Customer will obtain any FCC, FAA, and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products. Motorola may, at its discretion, cease providing or otherwise modify Products (or any terms related thereto in an Addendum or Proposal), in order to comply with any changes in applicable law.

15.2. Audit; Monitoring. Motorola will have the right to monitor and audit use of the Products, including an audit of total user licenses credentialed by Customer for any Licensed Software or SaaS Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party ("Auditor") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs. In the event Motorola determines that Customer's usage of the Licensed Software or SaaS Product exceeded the number of licenses purchased by Customer at a given time, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the Agreement.

15.3. Assignment and Subcontracting. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in

connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

15.4. Waiver. A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

15.5. Severability. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

15.6. Independent Contractors. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

15.7. Third-Party Beneficiaries. The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.

15.8. Interpretation. The section headings in this Agreement are included only for convenience The words "including" and "include" will be deemed to be followed by the phrase "without limitation". This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

15.9. Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

15.10. Cumulative Remedies. Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

15.11. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 – Customer Obligations; Section 4.6 – Effect of Termination or Expiration; Section 5 – Payment and Invoicing; Section 7.9 – Warranty Disclaimer; Section 7.10 - Additional Warranty Exclusions; Section 8.3 – Customer Indemnity; Section 9 – Limitation of Liability; Section 10 – Confidentiality; Section 11 – Proprietary Rights; Data; Feedback; Section 13 – Force Majeure; Delays Caused by Customer; Section 14 – Disputes; and Section 15 – General.

15.12. Entire Agreement. This Agreement, including all Addenda, and Proposals, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original

signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

The Parties hereby enter into this MCA as of the Effective Date.

Motorola Solutions, Inc.	**Customer: Douglas County Sheriff's Office, Nevada**
By: _____	By: _____
Name: _____	Name: Daniel J. Coverley
Title: _____	Title: Sheriff
Date: _____	Date: 8-26-24

AGENDA ITEM NO. S.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: November 5, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to authorize the Douglas County Sheriff's Office to accept an unrestricted $10,000 donation from Scott and Susan McNealy, and adopt **Resolution 2026R-058** to augment the budget for the donated funds. (Undersheriff Ron Elges)

RECOMMENDED MOTION:
Authorize the Douglas County Sheriff's Office to accept an unrestricted $10,000 donation from Scott and Susan McNealy, and adopt Resolution 2026R-058 to augment the budget for the donated funds.

FINANCIAL IMPACT:

The $10,000 donation will be deposited into the Sheriff's Donation Account 297-000 367.124.

BACKGROUND:
The Douglas County Sheriff's Office has received a generous $10,000 donation from Scott and Susan McNealy to be used at the discretion of the Sheriff's office as needed. Resolution 2026R-058 increases the budget authority for the Sheriff's Office in the amount of the $10,000 donation. NRS 354.598005 authorizes and provides guidelines for local governments to augment, or increase, their budgets when resources actually available during the budget period exceed those originally 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."

ATTACHMENTS:
Treasurer's Revenue Summary.pdf
Resolution 2026R-058.pdf
Donation Form.pdf

DOUGLAS COUNTY TREASURER'S REVENUE SUMMARY

Department: DCSO
Today's Date: 9/1/2026
Transaction Type:
From: MISC DEPOSITS
For: FY 26/27
Bank Date: Treasurer's Use

Account Name	Account Number	Amount
SPECIAL EVENTS	101-000-360.909	
DONATIONS K9	297-000 367.109	
SHERIFF FORFEITURES	297-000-331.872	
DONATIONS - GENERAL	297-000 367.124	10,000.00
RESTITUTION	101-000-351-175	
GENERAL FUND	101-000-360-800	
MISC SHERIFFS FEES	101-000-341-210	
TRAINING & EDUCATION	101-211-520-200	
INVESTIGATIONS	101-217-520-034	
TRAVEL	101-211-520.064	
EXTRADITION (REIMB)	101-000-343.160	
JAIL PROCESSING FEES	101-000-341.220	
BADGES & INSIGNIA	101-212-532.036	
DONATIONS- HONOR GUARD	297-000-367.186	
DONATIONS - EXPLORERS	297-000-341.190	
SHERIFF-DEATH CERTS/CORONER	297-000-368.007	
	TOTAL	10,000.00

Tender Types:

Checks	10,000.00
Currency	
Credit Card Charges	
Direct Deposit	
TOTAL Deposit	$10,000.00

Prepared by: Keri Scheetz

https://douglascountynv-my.sharepoint.com/personal/kscheetz_douglasnv_us/Documents/Desktop/TREASURER DEPOSIT/Template

PAYMENT DATE
09/25/2026

COLLECTION STATION
Treasurer Counter

RECEIVED FROM
DCSO 9.25.26 Kei

DESCRIPTION

DOUGLAS COUNTY
POB 218
MINDEN, NV 89423

BATCH NO.
2027-00001017

RECEIPT NO.
2027-00014654

CASHIER
Melissa Allmett

ENTRY DATE
09/25/2026 03:05:26 PM

PAYMENT CODE	RECEIPT DESCRIPTION	TRANSACTION AMOUNT
297 000 367 124	ASSIGNED USE SHERIFF DONATIONS S 297 101.000 Cash $10,000.00 297-000 367.124 Assigned Use - Sheriff Donations -Special Ev $10,000.00	$10,000.00

Payments:

Type	Detail	Amount
Check		$10,000.00

Total Cash	**$0.00**
Total Check	**$10,000.00**
Total Charge	**$0.00**
Total Wire	**$0.00**
Total Other	**$0.00**
Total Remitted	**$10,000.00**
Change	**$0.00**
Total Received	**$10,000.00**

Total Amount: **$10,000.00**

Customer Copy

RESOLUTION NUMBER **2026R-058**

RESOLUTION AUGMENTING THE SHERIFF'S DONATION FUND
2026 - 2027 FISCAL YEAR BUDGET

WHEREAS, there is a need to revise the budget to reflect revised revenues and expenditures to the County as follows:

Revenue/Reserves		
297-000 367.124	Sheriff's Donations	10,000
	TOTAL REVENUES	10,000
Expenditures		
297-716 550.090	Sheriff's Donations	10,000
	TOTAL EXPENDITURES	10,000

NOW, THEREFORE, BE IT RESOLVED THAT the 2026 - 2027 Fiscal Year budget is herein amended.

Adopted this 5th day of November, 2026 by the following vote:

VOTE: Ayes Commissioners: _____

_____

_____

_____

_____

Nays Commissioners: _____

_____

Absent Commissioners: _____

_____

_____

Mark Gardner, Chairman
Douglas County Board of Commissioners

ATTEST:

_____

Amy Burgans
Douglas County Clerk-Treasurer

DOUGLAS COUNTY
Tax ID# 88-6000031

DONATION ACCEPTANCE FORM

Name of Donor: Scott and Susan McNealy

Address: confidential **City:** _____ **State:** _____ **Zip:** _____

Description of donation: $ 10,000 check

Donor estimate of current value: $10,000.00

Potential immediate or initial acquisition or installation cost, any on-going maintenance or replacement cost:

n/a

Intended use: Sheriff's Discretion

Note that any current fiscal year spending of donated funds must be authorized via BOCC resolution

Conditions of acceptance or donor designation: n/a

Remarks: No Goods or Services were provided by the County in exchange for the donation

County Department receiving donation: Dan Coverley

County Representative receiving donation: _____

Deposit GL Account: 297-000 367.124 **GL Account Description:** Sheriff's Donations

Resolution # 2026R-058
(to augment budget and authorize expenditure of donated funds)

BOCC Date 11/5/26
(required if donation >$10,000 or submitting a resolution)

APPROVED / DISAPPROVED

9/25/2026
Date

Daniel J. Coverley
Department Head/Elected Official Signature

Date

Chief Financial Officer Signature (if needed)

Date Submitted to BOCC

Date Approved by BOCC (if needed)

Note: Douglas County cannot guarantee future funding for repair, maintenance, use or replacement of donated items.
Form Routing: Original to Records Management
cc: Board of County Commissioners (if over $10,000), Finance Department, Receiving Department

AGENDA ITEM NO. T.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: November 5, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to accept the donation of a multi-purpose canine, valued at $25,000, from the Douglas County Sheriff's Advisory Council to the Douglas County Sheriff's Office. (Undersheriff Elges)

RECOMMENDED MOTION:
Accept the donation of a multi-purpose canine, valued at $25,000, from the Douglas County Sheriff's Advisory Council to the Douglas County Sheriff's Office.

FINANCIAL IMPACT:
The value of the donated, multi-purpose canine is $25,000. This canine will be used as a part of the Douglas County Sheriff's Office K9 unit.

BACKGROUND:

The Douglas County Sheriff's Advisory Council has generously purchased and donated a new police canine to the Douglas County Sheriff's Office K-9 Unit, replacing a retired canine. The vendor, Gold Coast K9, is located in Ventura, California, and provides high quality police dogs that are trained in a six week (240 hour) handlers school. This dog will be trained in narcotic detection, patrol functions and tracking to be a part of the DCSO K-9 Unit.

ATTACHMENTS:
Donation Form.pdf
Gold Coast K9 - Invoice.pdf

DOUGLAS COUNTY
Tax ID# 88-6000031

DONATION ACCEPTANCE FORM

Name of Donor: Douglas County Sheriff's Advisory Council

Address: confidential **City:** _____ **State:** _____ **Zip:** _____

Description of donation: One multi purpose police dog w/ narcotic, patrol and tracking training

Donor estimate of current value: $25,000.00

Potential immediate or initial acquisition or installation cost, any on-going maintenance or replacement cost:

n/a

Intended use: To be used in the Sheriff's Office K9 Unit

Note that any current fiscal year spending of donated funds must be authorized via BOCC resolution

Conditions of acceptance or donor designation: n/a

Remarks: No Goods or Services were provided by the County in exchange for the donation

County Department receiving donation: Douglas County Sheriff's Office

County Representative receiving donation: Sgt Jeff Johnsen

Deposit GL Account: not cash **GL Account Description:** _____

Resolution # 20XXR-XXX
(to augment budget and authorize expenditure of donated funds)

BOCC Date _____
(required if donation >$10,000 or submitting a resolution)

APPROVED / DISAPPROVED

10/1/2026
Date

Daniel J. Crowley
Department Head/Elected Official Signature

_____
Date

_____
Chief Financial Officer Signature (if needed)

_____
Date Submitted to BOCC

_____
Date Approved by BOCC (if needed)

Note: Douglas County cannot guarantee future funding for repair, maintenance, use or replacement of donated items.
Form Routing: Original to Records Management
cc: Board of County Commissioners (if over $10,000), Finance Department, Receiving Department

Gold Coast K9/K9 Services LLC
PO Box 5009
Ventura, CA 93005 US
8056600304
rodney@goldcoastk9.com
www.goldcoastk9.com

Invoice DouglasCountySO - 01

BILL TO
Douglas County Sheriff's Office

DATE	PLEASE PAY	DUE DATE
08/22/2026	**$25,000.00**	09/21/2026

DESCRIPTION	QTY	RATE	AMOUNT
POLICE SERVICE DOG (K9 JACK) AND SIX (6) WEEK TWO HUNDRED FORTY (240) HOURS POLICE SERVICE DOG(S) DUAL PURPOSE HANDLER SCHOOL	1	14,500.00	14,500.00
•Due to our thirty (30) day testing/evaluation and pre training period prior to making a GCK9available, each dog will come with x-rays, health certificate, current vaccinations and a twelve(12)month congenital medical condition and twelve (12) month working guarantee for agencies contracted with Gold Coast K9 for monthly training. •Agencies that conduct their own basic K9 school and/or maintenance training will receive a twelve (12) month congenital guarantee and a three (3) month working guarantee beginning at the time the buyer takes possession. Congenital claims must be in writing from a licensedVeterinarian. •there are no CASH refunds, replacements only. •If a handler completes our K9 school, certification and meets the return policy the dog will then be replaced and the agency shall be charged for the additional handler school. •The agency is responsible for any broken teeth during school. •Any K9 returned must be in the same physical condition and weight as when the handler took possession, Gold Coast K9 may need a letter from a veterinarian before receiving the K9. •Additional training fees for specific or	1	10,500.00	10,500.00

THANK YOU FOR YOUR BUSINESS!!!

DESCRIPTION	QTY	RATE	AMOUNT
remedial needs, whether individual or team, are subject to negotiation.			

If you have any questions concerning this invoice, call:
Rodney Spicer (805) 647-1799

Ways to pay

View and pay

SUBTOTAL	25,000.00
TAX	0.00
TOTAL	25,000.00
TOTAL DUE	$25,000.00

THANK YOU.

THANK YOU FOR YOUR BUSINESS!!!

AGENDA ITEM NO. U.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: November 5, 2026

TIME REQUIRED:

AGENDA: CONSENT ITEMS

TITLE:
For possible action. Discussion to accept the Douglas County Sheriff's Office Quarterly Fee and Compensation Report for July 2026 through September 2026. (Undersheriff Elges)

RECOMMENDED MOTION:
Accept the Douglas County Sheriff's Office Quarterly Fee and Compensation Report for July 2026 through September 2026, as presented.

FINANCIAL IMPACT:
$6,989.09 in fees and compensation were received by the Douglas County Sheriff's Office from July 2026 through September 2026. Please see the attached report for additional details.

BACKGROUND:
The Douglas County Sheriff's Office is paid fees and compensation for the civil services provided to outside third parties. The quarterly report of fees and compensation received by DCSO for July, August, and September of 2026 is attached.

ATTACHMENTS:
July 26 - September 26.pdf

Douglas County
SHERIFF
"A Tradition of Service"

Daniel J. Coverley
SHERIFF

Douglas County Sheriff's Office

Quarterly Report on Fees and Compensation

To: Douglas County Board of Commissioners

From: Ron Elges,
Undersheriff

Reporting Period: **July 2026 through September 2026**

Pursuant to NRS 258.190, I hereby submit a report of all fees and compensation, of whatever nature or kind, received by the Douglas County Sheriff's Office during the preceding three months.

East Fork Township Constable:	$4,005.94
Tahoe Township Constable:	$510.00
Other:	$2,473.15
Total:	$6,989.09

POST OFFICE BOX 218 MINDEN, NEVADA 89423
Administration 775/782-9900 – Investigations 775/782-9905 – Civil 775/782-9942 – Jail 775/782-9921
Records 775/782-9933 – Dispatch 775/782-5126 – Fax 775/782-9919

Here are the breakdowns for our civil services from my spread sheet:

	Jul-26	Aug-26	Sep-26	QUARTER TOTAL
EFJC	$ 1,175.94	$ 1,624.00	$ 1,206.00	$ 4,005.94
TTJC	$ 204.00	$ 168.00	$ 138.00	$ 510.00
TOTAL	$ 1,379.94	$ 1,792.00	$ 1,344.00	$ 4,515.94
OTHER	$ 299.84	$ 1,063.46	$ 1,109.85	$ 2,473.15
TOTAL	$ 1,679.78	$ 2,855.46	$ 2,453.85	$ 6,989.09

Executed this 6th day of October 2026

By: Ron Elges ID#0327
Ron Elges,
Undersheriff

AGENDA ITEM NO. 11.1

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: November 5, 2026

TIME REQUIRED:

AGENDA: **PRESENTATIONS**

TITLE:
For presentation only. Ceremonial presentation of **Proclamation 2026P-061** recognizing November 8-14, 2026, as Nevada Flood Awareness Week in Douglas County. (Courtney Walker, Stormwater Program Manager)

RECOMMENDED MOTION:
Presentation only.

FINANCIAL IMPACT:
None.

BACKGROUND:
Although Nevada is the driest state in the United States (11 inches of precipitation per year), some people are unaware and uninformed that flood events still occur. From November to April, rain-on-snow or rapid snowmelt can bring flooding to Douglas County. Douglas County has also seen flash flooding between May and October.

Douglas County will hold its annual Flood Awareness Event on November 10, 2026, from 4:00-5:30 p.m. in the Douglas County Community Center Dining Room. Douglas County, along with the State of Nevada, is designating November 8-14, 2026, as Nevada Flood Awareness Week to help inform the general population about flood dangers and encourage flood preparedness.

ATTACHMENTS:
Flood Awareness Week.pdf

DOUGLAS COUNTY, NEVADA
BOARD OF COUNTY COMMISSIONERS

PROCLAMATION

NEVADA FLOOD AWARENESS WEEK

NOVEMBER 8-14, 2026

WHEREAS, Douglas County recognizes that flooding can threaten public safety, damage homes and infrastructure, disrupt essential services, and affect the local economy; and

WHEREAS, Douglas County's watersheds—including the Carson River, Pine Nut Creek, Buckeye Creek, Johnson Lane Wash, and Smelter Creek watersheds—have experienced significant flooding, with notable events occurring in 1955, 1997, 2006, 2014, 2015, 2017, 2023, and 2025; and

WHEREAS, flood risks vary throughout the year, with slow-rising riverine flooding more likely during winter months and flash flooding more common during summer storms, underscoring the importance of year-round preparedness; and

WHEREAS, Nevada Flood Awareness Week brings together local, state, and federal agencies to educate the public about flood hazards, promote measures to protect lives and property, and encourage planning for recovery; and

WHEREAS, Nevada Flood Awareness Week will be observed November 8–14, 2026, with the theme "Nevada Floods. Are You Prepared?", and residents are encouraged to visit nevadafloods.org for information and preparedness resources.

NOW, THEREFORE, BE IT PROCLAIMED by the Douglas County Board of Commissioners that November 8–14, 2026, is hereby recognized as Nevada Flood Awareness Week in Douglas County, and all residents are encouraged to understand their flood risk, develop an emergency plan, and take steps to protect themselves, their families, and their property.

IN WITNESS WHEREOF, this proclamation has been adopted this 5th day of November, 2026.

Mark Gardner, Chairman

Amy Burgans, Clerk-Treasurer

AGENDA ITEM NO. 11.2

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: November 5, 2026

TIME REQUIRED:

AGENDA: **PRESENTATIONS**

TITLE:
For presentation only. Ceremonial presentation of **Proclamation 2026P-062,** recognizing the week of November 1-7, 2026, as National Animal Shelter Appreciation Week in Douglas County, Nevada. (Brook Adie, Community Services Director)

RECOMMENDED MOTION:
Presentation only.

FINANCIAL IMPACT:
None.

BACKGROUND:
Proclamation 2026P-062 honors Douglas County Animal Care and Services and the Douglas County Animal Shelter for their outstanding commitment to animal welfare and community service.

The Douglas County Animal Shelter exemplifies excellence in its mission to educate the public on rabies prevention and responsible pet ownership while delivering compassionate, innovative, and high-quality customer service to our pet-loving community. Through the tireless efforts of shelter staff, lost, stray, and surrendered animals receive exceptional care, compassion, and advocacy.

The citizens of Douglas County also recognize the invaluable contributions of the shelter's volunteers, whose daily dedication provides the animals with exercise, nourishment, affection, and companionship. Their selfless commitment enriches the lives of the animals in their care and strengthens the shelter's lifesaving mission.

Over the years, Douglas County Animal Care and Services has made a profound and lasting impact—facilitating more than 4,100 adoptions, reuniting over 2,700 pets with their owners, and providing emergency care for more than 630 animals in need. These remarkable achievements reflect the professionalism, teamwork, and compassion of the staff and volunteers who serve as true ambassadors

for animal welfare in Douglas County.

Douglas County extends its deepest gratitude to the dedicated staff and volunteers of Douglas County Animal Care and Services for their unwavering service, compassion, and commitment to improving the lives of animals and the community they serve.

ATTACHMENTS:
Animal Shelter Appreciation Week.pdf

DOUGLAS COUNTY, NEVADA
BOARD OF COUNTY COMMISSIONERS

PROCLAMATION

NATIONAL AMIMAL SHELTER APPRECIATION WEEK
NOVEMBER 1-7, 2026

WHEREAS, established in 1996 by the HumaneSociety of the United States, National Animal Shelter Appreciation Week is a celebration of animal sheltersand the staff who work tirelessly to care for animals and provide supportand resources for the people who love them; and

WHEREAS, the mission of Douglas County Animal Care and Services is to educate the public on rabies prevention, responsible pet ownership, and provide innovative, caring customer services for our expanding, pet loving community; and

WHEREAS, the Douglas County Animal Shelter facilitates successful adoptions of unwanted or released stray animals, responds to community emergencies and participates in community events; and

WHEREAS, in the past ten years, Douglas County Animal Shelter staff have facilitated over 4,100 adoptions, returned 2,700 animals to their owners, and cared for over 630 emergency impounds.

NOW, THEREFORE, BE IT PROCLAIMED be it proclaimed that the Douglas County Board of Commissioners hereby recognizes the week of November 1 through 7, 2026, as "National Animal Shelter Appreciation Week" in Douglas County; and commends and celebrates Douglas County Animal Care and Services and the Douglas County Animal Shelter for their tireless efforts to promote the safety and welfare of the citizens and animals of Douglas County.

IN WITNESS WHEREOF, this proclamation has been adopted this 5th day of November, 2026.

Mark Gardner, Chairman

Amy Burgans, Clerk-Treasurer

AGENDA ITEM NO. 12.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: November 5, 2026

TIME REQUIRED:

AGENDA: **COMMUNITY DEVELOPMENT**

TITLE:
For possible action. Discussion on the adoption of **Ordinance 2026-1675**, amending Douglas County Code Title 18, Appendix B, the Minden Town Boundary, by annexing approximately 6.68 acres into the Town of Minden boundary. The parcel to be annexed is Assessor's Parcel Number (APN) 1320-29-301-005. The parcel lies to the south of the intersection of Buckeye Road and Heybourne Road. It is owned by the Town of Minden. Second Reading. (Kate Moroles-O'Neil, Economic Vitality Manager and Interim Principal Planner)

RECOMMENDED MOTION:
Adopt Ordinance 2026-1675, as presented.

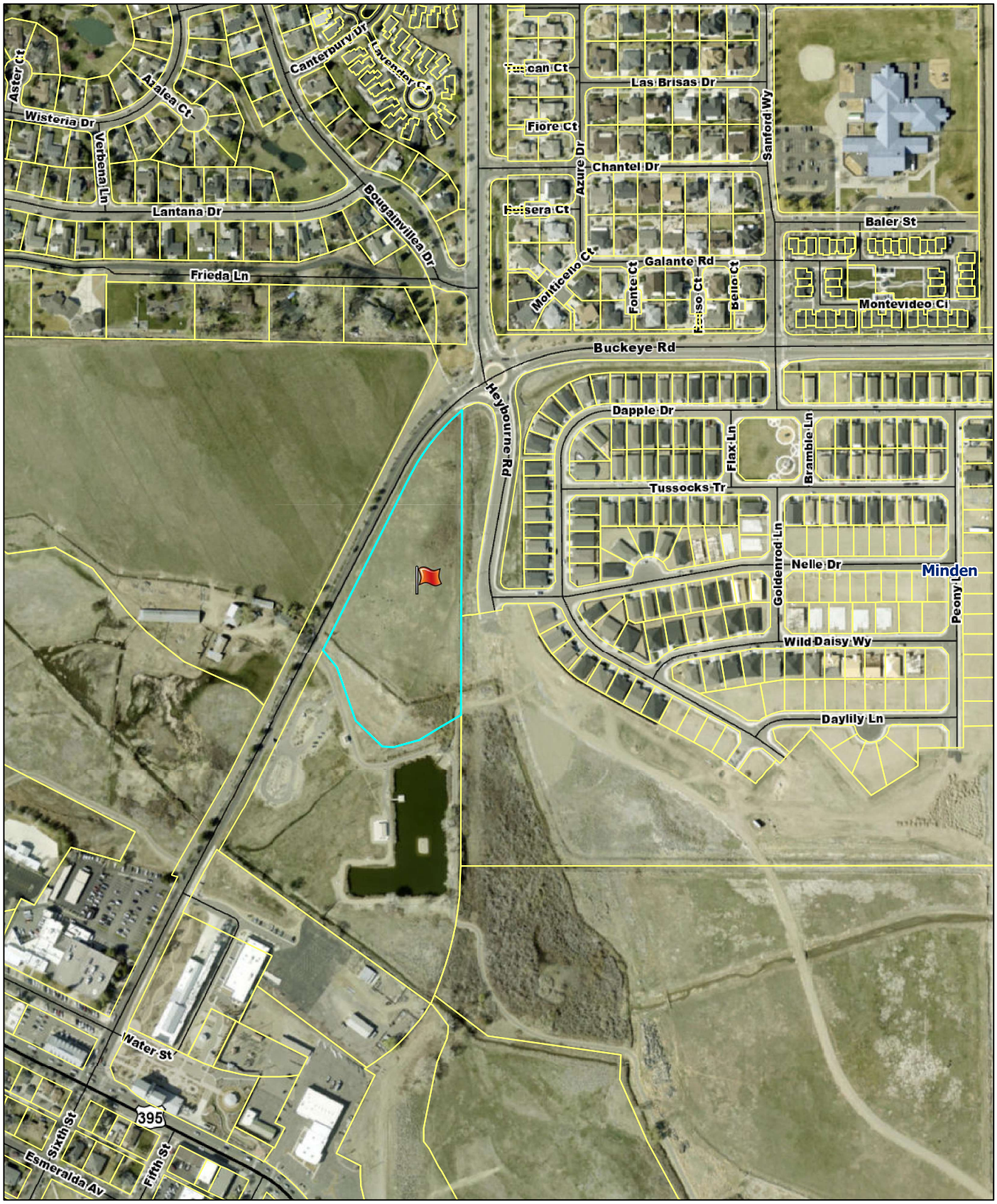
FINANCIAL IMPACT:
APN 1320-29-301-005 will be included in the Town of Minden's Ad Valorem tax rate.

BACKGROUND:
On June 3, 2026, the Town of Minden Advisory Board approved a petition to annex a parcel (APN 1320-29-301-005) comprising 6.68 acres into the Town of Minden boundary.

By adopting Ordinance 2026-1675 the official map of the Town of Minden will be amended to include the 6.68 acre parcel. The new legal description and the new map for the Town of Minden are included with the Ordinance as Exhibit A.

ATTACHMENTS:
Vicinity Map.pdf
SR 2nd Reading Ord DP-ANX-0003.pdf
Ordinance 2026-1675 Annexation Town of Minden 2026-DP-003 with Exh. A.pdf
Minden Town Packet Annexation 2026-DP-003.pdf
Town of Minden Board Minutes (June 3, 2026).pdf
Seeman Ranch Park Annexation Presentation - BOCC.pdf

ArcGIS Web Map



9/23/2026, 2:51:32 PM

Override 1

Community Area

Parcels Aerials

Street Centerlines

Federal

Other Roads

1:4,514

0 0.04 0.08 0.16 mi

0 0.05 0.1 0.2 km

EagleView, Vantor, Created from the line file DCCL, Created from the line file DC

ArcGIS Web AppBuilder
EagleView, Vantor | Copyright:© 2013 National Geographic Society, i-cubed | Office of the State Engineer, Nevada Division of Water Resources, Department of Conservation and Natural Resources.

COMMUNITY DEVELOPMENT
1594 Esmeralda Avenue, Post Office Box 218,
Minden, Nevada 89423

Kate Moroles-O'Neil
Principal Planner

TEL 775-782-6212 / FAX 775-782-9007
website: www.douglascountynv.gov

Planning Division

MEMORANDUM

Date: November 5, 2026

To: Board of County Commissioners

From: Kate Moroles-O'Neil, Planning Manager

Subject: Annexation Application 2026-DP-ANX-0003, **Ordinance 2026-1675,** an ordinance to annex 6.68 acres into the Town of Minden boundary pursuant to NRS 269.650 and Douglas County Code Title 18.01 Annexation Procedures for Unincorporated Towns. The parcel to be annexed is Assessor Parcel Number (APN) 1320-29-301-005.

.

I. REQUEST

For possible action. Discussion to adopt **Ordinance 2026-1675**, amending Douglas County Code Title 18, Appendix B, the Minden Town Boundary, by annexing approximately 6.68 acres into the Town of Minden boundary. The parcel to be annexed are Assessor Parcel Numbers (APN) 1320-29-301-005. The parcel lies to the south of the intersection of Buckeye Road and Heybourne Road. It is owned by the Town of Minden. Second Reading. (Kate O'Neil, Interim Principal Planner).

II. RECOMMENDATIONS

Approve **Ordinance 2026-1675** to annex 6.68 acres into the Town of Minden boundary pursuant to NRS 269.650 and Douglas County Code Title 18.01 Annexation Procedures for Unincorporated Towns.

III. DISCUSSION AND EVALUATION

Douglas County Code, Title 18, Chapter 18.01 *Annexation Procedures for Unincorporated Towns* requires that applications for annexations be submitted to the Board of Commissioners within six months from the date of final action by the town board. On June 3, 2026, the Town of Minden Board approved petition to annex one parcel (APN 1320-29-301-005) comprising of 6.68 acres into the Town of Minden boundary. Pursuant to Douglas County Code, upon approval by the Town Board, applications for annexations may only be considered by the Board of County Commissioners.

NRS Section 269.155 and County Code require the Board of Commissioners to adopt an ordinance to amend the boundaries of an unincorporated town. The proposed ordinance with exhibits is attached.

Additionally, the town requests that the Douglas County Assessor include APN 1320-29-301-005 in the Town's Ad Valorem tax rate as they will be included within the town boundaries and subject to the Ad Valorem tax rate.

IV. Conclusion

Based on the recommendation from the Minden Town Board, staff has found the annexation application to be in compliance with Nevada Revised Statutes, County Code, and the County's Master Plan and, therefore, is recommending the Board approve Ordinance Number 2026-1675.

ORDINANCE 2026-1675

SUMMARY

Ordinance 2026-1675, amending Douglas County Code Title 18, Appendix B, the Minden Town Boundary, by annexing approximately 6.68 acres into the Town of Minden boundary. The parcel to be annexed is Assessor Parcel Number (APN) 1320-29-301-005.

TITLE

Ordinance 2026-1675, amending Douglas County Code Title 18, Appendix B, the Minden Town Boundary, by annexing approximately 6.68 acres into the Town of Minden boundary. The parcel to be annexed is Assessor Parcel Number (APN) 1320-29-301-005.

RECITALS

WHEREAS on June 3, 2026, the Minden Town Board approved a petition to annex the parcel identified as APN 1320-29-301-005 comprising of 6.68 acres (the "Property"), into the Town of Minden boundary.

WHEREAS, on October 15, 2026, the Douglas County Board of Commissioners (the "Board") introduced this Ordinance 2026-1675, which complies with the requirements of NRS 269.650 and Doulgas County Code Chapter 18.01.

WHEREAS, on November 5, 2026, the Board held a public hearing on this Ordinance 2026-1675 and determined that the findings required for annexation of the Property into the Town of Minden, as stated in Douglas County Code Chapter 18.01, had been met and that Ordinance 2026-1675 should therefore be adopted.

NOW THEREFORE, based on the foregoing considerations, the Board does ordain as follows:

SECTION I: The boundary of the Town of Minden, which has previously been surveyed, mapped, and platted as set forth in Title 18, Appendix B of the Douglas County Code, is hereby amended pursuant to NRS 269.650 and Douglas County Code Chapter 18.01 to include the Property as set forth in the legal description and maps attached hereto as **Exhibit A**. The area hereby annexed is APN 1320-29-301-005.

SECTION II: This ordinance shall be in full force and effect two weeks after this Ordinance is approved by the Board of County Commissioners, and it is conditional upon the boundary map, as set forth in **Exhibit A**, being filed with the Office of the County Recorder by the Town of Minden.

//

//

Proposed on the ____ day of _____, 2026.

Proposed by Commissioner _____.

Adopted this ____ day of _____, 2026, by the following vote:

Vote-- Ayes: Commissioners _____

_____

_____

_____

_____

Nays: Commissioners _____

_____

Absent: Commissioners _____

_____

_____
Mark Gardner, Chairman
Douglas County Board of Commissioners

Attest:

_____
Amy Burgans, Douglas County Clerk

This ordinance is effective on the ____ day of _____, 2026.

APPENDIX B. MINDEN TOWN BOUNDARY

As approved November 5, 2026, by the Board of Douglas County Commissioners.

The boundaries of the Town of Minden are defined as being all that land lying and being in portions of Sections 29, 30, 31, and 32 of Township 13 North, Range 20 East, and a portion of Section 25 Township 13 North, Range 19 East, M.D.B. & M., County of Douglas, State of Nevada, and more particularly described as follows (Boundary description reads clockwise around town perimeter):

Call out and boundary description, (X) denotes map reference, reference maps are intended to provide additional line information only. See references at end of appendix B.

Segment One: From the eastern town boundary at the south right-of-way line of U.S. Highway 395 along the southern town boundary to the west right-of-way line of State Route 88.

100 COMMENCING at a point, said point being the furthest most southeast corner of the plat entitled Town Boundaries of the Town of Minden (A) from which, the common quarter corner of Sections 32 and 33, Township 13 North, Range 20 East, bears South 68°18'29" East, a distance of 2360.58 feet; said point being the TRUE POINT OF BEGINNING;

101 thence North 44°54'00" West along the southerly right-of-way of County Road, a distance of 603.73 feet (A);

102 thence North 63°28'00" West continuing along aforesaid right-of-way, a distance of 131 feet (A);

103 thence South 26°35'00" West, a distance of 168.03 feet (A);

104 thence South 45°09'00" West, a distance of 20 feet (A);

105 thence South 44°51'00" East, a distance of 560 feet (B);

106 thence South 45°09'00" West, a distance of 250 feet (B);

107 thence South 00°33'00" West, a distance of 478.71 feet (C);

108 thence South 00°30'00" West, a distance of 141.11 feet (Book 47, Page 39);

109 thence North 89°50'20" West, a distance of 5 feet (Book 47, Page 39);

110 thence South, a distance of 280 feet (Book 47, Page 39);

111 thence West, a distance of 287.26 feet (Book 47, Page 39);

112 thence North 00°30'00" East, a distance of 423.65 feet (Book 47, Page 39);

113 thence South 89°27'00" East, a distance of 42 feet (Z);

114 thence North 00°33'00" East, a distance of 25.00 feet (Z);

115 thence North 89°27'00" West, a distance of 26.50 feet (Z);

116 thence North 01°28'27" East, a distance of 155.02 feet (Z);

117 thence North 00°33'00" East, a distance of 184.09 feet (Z);

118 thence North 41°53'04" West, a distance of 48.45 feet (Z);

119 thence North 45°09'00" East, a distance of 21.49 feet (Z);

120 thence North 44°51'00" West, a distance of 135.00 feet (S & Z);

121 thence North 44°51'00" West, a distance of 385.57 (S);

122 thence North 63°25'00" West, a distance of 1412.16 feet (b);

123 thence North 26°35'00" East, a distance of 260.00 feet (b);

124 thence North 63°25'00" West, a distance of 85.00 feet (b);

125 thence South 26°35'00" West, a distance of 5.00 feet (b);

126 thence North 64°50'56" West, a distance of 80.02 feet (b);

127 thence North 66°22'16" West, a distance of 95.13 feet (b);

128 thence North 63°25'00" West, a distance of 60.00 feet (b);

129 thence North 26°35'00" East, a distance of 15 feet (BLA/Book 1085, Page 176);

130 thence South 26°35'00" West, a distance of 15 feet; (Book 198, Page 2288);

131 thence North 63°25'00" West, a distance of 205 feet (BLA/Book 1085, Page 176) (BLA/Book 198, Page 2288);

132 thence North 26°35'00" East, a distance of 15 feet (BLA/Book 1085, Page 176);

133 thence North 63°25'00" West, a distance of 220 feet (A);;

134 thence North 63°25'00" West, a distance of 56.56 feet (A);

135 thence South 26°35'00" West, a distance of 90 feet (A & G);

136 thence North 63°25'00" West, a distance of 495.00 feet (G, H & I);

137 thence South 26°35'00" West, a distance of 580.00 feet (I);

138 thence North 63°25'00" West, a distance of 720.00 feet (I);

139 thence North 73°44'36" West, a distance of 194.76 feet (J);

140 thence North 89°06'30" West, a distance of 120.00 feet (J);

141 thence South 25°15'00" West, a distance of 374.67 feet (H);

142 thence North 67°45'00" West, a distance of 120.17 feet (H);

143 thence South 25°15'00" West, a distance of 410.00 feet (H);

144 thence North 53°00'00" West, a distance of 720.00 feet to a point on the easterly right-of-way State Route 88 (H);

145 thence West, a distance of 80' more or less to the westerly right-of-way of State Route 88 (Bounds Only).

Segment two: From the west right-of-way line of state route 88 along the western town boundary to the west right-of-way line of U.S. Highway 395 along the northern town boundary;

201 thence in a general northerly direction along the west right-of-way line of State Route 88 to the southeast corner of the plat entitled Annexation Map for Hickey Brothers, Inc., to the Town of Minden and the Minden-Gardnerville Sanitation District (L);

202 thence North 58°00'00"West, a distance of 1,112.87 feet (L);

203 thence North, a distance of 255.91 feet (L);

204 thence North 68°09'00" West, a distance of 468.82 feet (L);

205 thence North 35°09'00" West, a distance of 68.00 feet (L);

206 thence North 45°37'32" West, a distance of 221.10 feet (L);

207 thence North 33°30'32" West, a distance of 220.39 feet (L);

208 thence North 43°55'32" West, a distance of 274.23 feet (L);

209 thence North 32°55'33" West, a distance of 159. 90 feet (L);

210 thence North 20°30'32" West, a distance of 202.10 feet (L);

211 thence North 04°40'32" West, a distance of 225.20 feet (L);

212 thence North 22°26'32" West, a distance of 410.00 feet (L);

213 thence North 07°05'32" West, a distance of 319.10 feet (L);

214 thence North 18°48'32" West, a distance of 210.40 feet (L);

215 thence North 47°48'32" West, a distance of 326.90 feet (L);

216 thence North 38°48'32" West, a distance of 239.30 feet (L);

217 thence North 08°23'32" West, a distance of 208.40 feet (L);

218 thence North 73°14'37" East, a distance of 452.20 feet (L);

219 thence North 14°59'32" West, a distance of 725.61 feet (L);

220 thence North 76°42'28" East, a distance of 29.34 feet (L);

221 thence North 00°15'03" East, a distance of 499.16 feet (L & T);

221A thence North 89°02'12" East, a distance of 26.17 feet (T);

221B thence North 06°37'07" East, a distance of 5.68 feet (T);

221C thence North 54°54'46" East, a distance of 102.48 feet (T);

221D thence North 43°59'30" East, a distance of 31.54 feet (T);

222 thence South 88°43'39" East, a distance of 721.50 feet (T);

223 thence South 88°43'39" East, a distance of 410.44 feet (T);

224 thence North 77°50'39" East, a distance of 115.37 feet (T);

225 thence South 88°43'39" East, a distance of 205.83 feet (T);

226 thence North 08°21'49" West, a distance of 383.43 feet (T);

227 thence South 88°58'39" East, a distance of 1416.10 feet to a point on the West Right-of-Way Line of U.S. Highway 395(T); also, being along the Northerly boundary of the Town.

Segment three: From the west right-of-way line of U.S. Highway 395 along the northerly town boundary and around the north, east, and southerly perimeter of the Ranch at Gardnerville to the southeast corner of APN 1320-29-402-014 a common corner with the Ranch at Gardnerville.

300 thence along the west right-of-way line of U.S. Highway 395 North 00°18'00" East 73.87 feet (U);

301 thence North 89°47'31" East, a distance of 2605.68 feet to the section corner of 19, 20, 30 & 29 (U);

302 thence South 89°30'35" East, a distance of 47.65 feet (Y);

303 thence South 89°31'55" East, a distance of 2091.59 feet (Y);

304 thence North 00°49'25" East, a distance of 213.00 feet (Y);

305 thence South 89°31'55" East, a distance of 220.00 feet (Y);

306 thence South 00°49'25" West, a distance of 213.00 feet (Y);

307 thence South 89°31'55" East, a distance of 284.93 feet (Y);

308 thence South 89°12'54" East, a distance of 15.06 feet (Y);

309 thence North 00°48'57" East, a distance of 395.60 feet (a);

310 thence South 89°30'10" East, a distance of 1629.81 feet (a);

311 thence South 00°30'17" East, a distance of 126.31 feet to the southerly right-of-way line of Muller Parkway and the beginning of a non-tangent curve to the right, the center of which bears South 00°30’08” West;

312 thence along said southerly right-of-way line, along said curve, having a radius of 1297.50 feet, through a central angle of 31°06’33”, for an arc length of 704.49;

313 thence continuing along said southerly right-of-way line, South 58°23’19” East, 131.56 feet to the beginning of a tangent curve to the left;

314 thence continuing along said southerly right-of-way line, along said curve, having a radius of 1402.50 feet, through a central angle of 30°59’32”, an arc length of 758.64 feet;

315 thence continuing along said southerly right-of-way line, South 89°22’51” East, 1226.14 feet to the beginning of a tangent curve to the right;

316 thence continuing along said southerly right-of-way line, along said curve, having a radius of 1297.50 feet, through a central angle of 38°04’54”, an arc length of 862.38 feet;

317: thence leaving said southerly right-of-way line, South 00°13’53” West, 511.78 feet;

318 thence South 00°13’32” West, a distance of 1679.95 feet to said northerly right-of-way line of Buckeye Road;

319: Thence southerly a distance of 80 feet more or less to the southerly right-of-way line of Buckeye Road (bounds only);

320: Thence along said southerly right-of-way line, South 89°29’43” East, a distance of 3503.88 feet;

321: Thence South 00°20’20” West, a distance of 3,385.76 feet to the easterly prolongation of the northerly right-of-way line of Zerolene Road;

322: Thence along said easterly prolongation and said northerly-right-of-way line, North 89°42’32” West, a distance of 463.60 feet;

323: Thence leaving said northerly right-of-way line, North 35°33’10” West, 589.61 feet;

324 thence North 38°50'33" West, a distance of 80.14 feet;

325 thence North 28"17'55" West, a distance of 131.62 feet;

326 thence North 51°49'55" West, a distance of 126.45 feet;

327 thence North 28°17'02" West, a distance of 208.95 feet;

328 thence North 22°39'41" West, a distance of 218.42 feet;

329 thence North 02°14'26" East, a distance of 79.34 feet;

330 thence North 81°13'07" West, a distance of 432.72 feet;

331 thence North 52°09'48" West, a distance of 213.23 feet.

Segment Four: From the southeast corner of APN 1320-29-402-014 a common corner with the Ranch at Gardnerville along the easterly town boundary to the west right-of-way of U.S. Highway 395 and the TRUE POINT OF BEGINNING.

401 thence along a non-tangent curve (concave to the northwest) the center of which bears North 60°38'15" West, a distance of 613.00 feet, through a central angle of 02°49'13" to the right a length of 30.17 feet;

402: thence South 55°20’19” East, a distance of 9.17 feet;

403: thence South 36°14’41” East, a distance of 81.30 feet;

404: thence South 05°56’16” West, a distance of 39.40 feet;

405: thence South 24°03’51” West, a distance of 84.38 feet;

406: thence South 12°06’20” West, a distance of 216.33 feet;

407: thence South 00°44’21” West, a distance of 42.64 feet;

408: thence South 36°18’32” East, a distance of 28.87 feet;

409: thence South 28°04’31” East, a distance of 482.47 feet;

410: thence South 59°17’37” West, a distance of 251.56 feet;

411 thence South 31°22'00" East, a distance of 461.51 feet to the southerly right-of-way line of Zerolene Road (A);

412 thence along said southerly right-of-way line, North 89°32'00" East, a distance of 175.03 feet to the westerly right-of-way line of Zerolene Place (A);

413 thence along said westerly right-of-way line and the southeasterly prolongation thereof, South 31°29'00" East, a distance of 379.80 feet (R);

414 thence South 58°31'00" West, a distance of 293.84 feet (R);

415 thence South 31°29'00" East, a distance of 25.00 feet (R);

416 thence North 58°31'00" East, a distance of 143.06 feet (R);

417 thence South 31°29'00" East, a distance of 5.01 feet (R);

418 thence South 31°29'00"East, a distance of 408.17 feet (A);

419 thence South 70°31'00" West, a distance of 148.34 feet to a point on the easterly right-of-way of U.S. Highway 395 (A);

420 thence South 48°35'18" West, a distance of 91.96 feet (A) to the TRUE POINT OF BEGINNING.

Excepting therefrom the following seven tracts of land:

(Note that former tract "A" has been incorporated into the Minden Town Boundary).

Tract B: West of and adjoining the Beneteau Subdivision:

B00 Commencing at a point located at the southwest corner of Lot 13, Block "A" of the Final Map of the Beneteau Subdivision as recorded on October 21, 1980, in Book 1080 at Page 1733 as Document Number 49919 of the Official Records of Douglas County Nevada, said point being the TRUE POINT OF BEGINNING;

B01 thence North 01°55'25" West, a distance of 409.93 feet;

B02 thence North 63°25'00" West, a distance of 501.15 feet;

B03 thence South 01°43'13" West, a distance of 400.53 feet

B04 thence South 63°12'00" East, a distance of 96.18 feet;

B05 thence South 00°53'00" West, a distance of 76.45 feet;

B06 thence North 75°03'00" East, a distance of 103.45 feet;

B07 thence South 63°12'00" East, a distance of 326.04 feet to the TRUE POINT OF BEGINNING;

Tract "B" consists of APN: 1320-30-802-008 and 1320-30-802-009.

Previously annexed per 2008 annexation map APN 1320-30-802-001 Minden Gateway Center now APN 1320-30-802-027 known as The Maverick Station.

Tract C: East of and adjoining the Beneteau Subdivision.

C00 Commencing at a point located at the southeast corner of Lot 1, Block "A" of the Final Map of the Beneteau Subdivision as recorded on October 21, 1980, in Book 1080 at Page 1733 as Document Number 49919 of the Official Records of Douglas County Nevada, said point being the TRUE POINT OF BEGINNING;

C01 thence North 26°31'39" East, a distance of 467.70 feet;

C02 thence South 63°25'00" East, a distance of 704.23 feet;

C03 thence South 26°35'00" West, a distance of 18 feet;

C04 thence South 63°25'00" East a distance of 55 feet;

C05 thence South 26°35'00"West a distance of 322 feet;

C06 thence South 63°25'00" East a distance of 10 feet;

C07 thence South 26°35'00"West, a distance of 128 feet;

C08 thence North 63°25'00" West, a distance of 769 feet to the TRUE POINT OF BEGINNING.

Tract "C" consists of Assessor's Parcel Numbers: 1320-30-802-010 & 1320-30-802-011.

Tract D: Previously annexed per 1999 annexation map now APN 1320-30-702-023.

Tract E: Annexed per 1996 annexation map APN 1320-30-701-004 Minden Gateway Center now APN 1320-30-701-022.

Tract F: West of Monte Vista Subdivision.

F00 Commencing at a Nevada Department of Transportation survey well in the center southbound lane of U.S. Highway 395, a brass disk in concrete, Station "S" 56+92.33 P.T., as shown on the Record of Survey to Support a Boundary Line Adjustment for Roland and Joan P. Dreyer filed for record July 31, 1997 in the office of Recorder, Douglas County, Nevada as Document No. 418466; thence South 89°41'44" East, a distance of 117.00 feet to a point on the easterly right-of-way line of U.S. Highway 395; thence North 00°18'16" East, a distance of 691.37 feet to the TRUE POINT OF BEGINNING (V);

F01 thence North 00°18'16" East, a distance of 787.46 feet;

F02 thence South; 88°04'41" East, a distance of 598.37 feet;

F03 thence North 83°42'04" East, a distance of 450.25 feet;

F04 thence South 00°06'32" West, a distance of 15.77 feet;

F05 thence North 82°40'39" East, a distance of 257.19 feet;

F06 thence South 14°07'45" East, a distance of 444.27 feet;

F07 thence South; 05°29'22" East, a distance of 936.87 feet;

F08 thence South 74°33'56" West, a distance of 316.81 feet;

F09 thence South 85°37'32" West, a distance of 212.27 feet;

F10 thence South 05°36'55" West, a distance of 174.33 feet to the northerly line of Ironwood Drive;

F11 thence North 63°25'00" West, a distance of 331.57 feet;

F12 thence 549.06 feet along the arc of a curve to the right having a central angle of 48°43'00" and a radius of 645.76 feet, (chord bears N. 39°03'00" W., 532.68 feet);

F13 thence North 14°42'00" West, a distance of 102.51 feet

F14 thence 248.71 feet along the arc of a curve to the left having a central angle of 75°00'00" and a radius of 190.00 feet, (chord bears N. 52°12'00" W., 231.33 feet);

F15 thence North 89°42'00" West, a distance of 127.83 feet to the TRUE POINT OF BEGINNING;

Tract "F" consists of Assessor's Parcel Number 1320-30-501-010.

Tract H: South of Winhaven and north of Carson Valley Inn.

H00 Commencing at a point located at the northwest corner of Assessor's Parcel 1320-29-201-010, of the Annexation Map for Hanly, Dreyer, Dreyer, Western Nevada Properties, Inc., and Western Nevada Properties, Inc., Et Al, to the town of Minden and the Minden-Gardnerville Sanitation District recorded on August 21, 1986, in Book 886 at page 2432 as Document Number 139442, said point being the TRUE POINT OF BEGINNING;

H01 thence South 26°09'23" West, a distance of 203.53 feet (N);

H02 thence North 89°00'49" West, a distance of 960.69 feet (N);

H03 thence South 00°59'11" West, a distance of 181.09 feet;

H04 thence North 89°00'49" West, a distance of 239.98 feet;

H05 thence North 00°00'08" West, a distance of 181.12 feet;

H06 thence North 89°45'39" West, a distance of 255.02 feet (N);

H07 thence South 09°06'00" East, a distance of 183.96 feet;

H08 thence North 89°28'46" West, a distance of 324.29 feet;

H09 thence South 89°54'12" West, a distance of 687.31 feet;

H10 thence South 00°58'22" West, a distance of 456.01 feet (W);

H11 thence 596.66 feet along the arc of a non-tangent curve to the left having a radius of 940.00 feet, (the radius point bearing North 26°06'54" East from the beginning of curve), a central angel of 34°43'20" and a chord South 81°14'46" East 560.98 feet to a point of reverse curvature (W);

H12 thence 340.50 feet along the arc of a non-tangent curve to the right having a radius of 1,600 feet (the radius point bearing South 03°08'43" West from the end of curve), a central angle of 11°45'09" and a chord of North 87°16'09" East 339.90 feet (W);

H13 thence South 55°53'49" West, a distance of 321.67 feet (W);

H14 thence North 87°58'42" East, a distance of 154.01 feet (W);

H15 thence South 59°44'53" East, a distance of 140.05 feet (W;

H16 thence South 38°00'32" East, a distance of 181.30 feet (W);

H17 thence South 43°54'50" East, a distance of 88.74 feet (W);

H18 thence South 50°50'50" East, a distance of 141.99 feet (W);

H19 thence South 65°37'09" East, a distance of 221.15 feet (W);

H20 thence South 46°49'49" West, a distance of 75.50 feet (W);

H21 thence North 27°32'06" East, a distance of 1233.28 feet (W);

H22 thence North 16°54'39" West, a distance of 52.52 feet to the TRUE POINT OF BEGINNING (W);

Tract "H" consists of Assessor's Parcel Number: 1320-29-301-006, 1320-29-201-010, 009, 008, 007 and 013.

(Note that former tract "I" has been incorporated into the Minden Town Boundary).

Parcel 17 as shown on the Record of Survey in Support of a Boundary Line Adjustment for Park Ranch Holdings, LLC, according to the map thereof, filed in the office of the County Recorder of Douglas County, on June 13, 2022, as File No. 2022-986230, being more particularly described as follows:

A parcel of land located within Section 28, Township 13 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

BEGINNING at the southwest corner of the herein described parcel, being a point on the northerly line of Buckeye Road, from which the northwest corner of said Section 28 bears North 24°42'03" West, 2,885.74 feet;

Thence North 00°30'17" East, 2,007.34 feet;

Thence along the arc of a curve to the right, non-tangent to the preceding course, having a radius of 1,600.00 feet, central angle of 38°49'45", arc length of 1,079.66 feet, and chord bearing a distance of South 77°22'06" East, 1,059.29 feet;

Thence along the arc of a reverse curve to the left, having a radius of 850.00 feet, central angle of 18°59'12", and arc length of 281.67 feet;

Thence South 00°13'32" West, 1,679.95 feet to a point on said northerly line of Buckeye Road;

Thence along said northly line of Buckeye Road, North 89°29'43" West, 1,303.88 feet to the POINT OF BEGINNING.

Parcel 17 consists of APN: 1320-28-000-045.

REFERENCES:

(A) Map showing the town boundaries of the Town of Minden, Douglas County, Nevada, recorded September 12, 1957, as Document 20830.

(B) Wildrose Subdivision Plat Number 2; recorded December 5, 1966, in Book 46 at page 286, as Document 34825.

(C) Deseret Unit Number 1; recorded April 17, 1972, in Book 99 at Page 219, as Document 58855.

(D) Wildrose Number 3, Unit 3; recorded April 4, 1973, in Book 473 at Page 72, as Document 65028.

(E) Wildrose Number 3, Unit 2; recorded June 29, 1972, in Book 102 at Page 517, as Document 60350.

(F) Wildrose Number 3, Unit 1; recorded October 22, 1971, in Book 92 at Page 541, as Document 55071.

(G) Annexation Map, Duane E. Mack, Lots A, B, C-1 & C-2 to the Town of Minden and the Minden-Gardnerville Sanitation District (MGSD); recorded February 4, 1977, in Book 277, Page 223, as Document 06708.

(H) Annexation Map, Duane E. Mack to the Town of Minden and the MGSD recorded May 12, 1978 in Book 578 at Page 845, as Document 20601.

(I) Annexation map, Mack Land and Cattle Company to the Town of Minden and the MGSD recorded September 12, 1989 in Book 989 at Page 1372, as Document 201690.

(J) Annexation map, Duane E. Mack Family Trust to the Town of Minden and the MGSD recorded April 23, 1984 in Book 484 at Page 1719, as Document 99818.

(K) Deleted.

(L) Annexation map for Hickey Brothers, Inc. to the Town of Minden and the MGSD; recorded September 11, 1979, in Book 979 at Page 807, as Document 36520.

(M) Annexation map, Minden-Gardnerville Sanitation District Plant Site to the Town of Minden; recorded January 29, 1981, in Book 181 at Page 1660, as Document 53008.

(N) Annexation map for Hanly, Dreyer & Western Nevada Properties to the Town of Minden and the MGSD; recorded August 21, 1986 in Book 886 at Page 2432, as Document 139442.

(O) Annexation map for the Mulreany & Associates #1 to the Town of Minden and the MGSD; recorded August 6, 1987, in Book 887 at Page 609, as Document 159733.

(P) Annexation map for the Mulreany & Associates #2 to the Town of Minden and the MGSD; recorded August 6, 1987, in Book 887 at Page 610, as Document 159734.

(Q) Annexation map, Bently Nevada, Inc. to the Town of Minden and the MGSD; recorded September 12, 1979, in Book 979 at Page 964, as Document Number 36602.

(R) Boundary Line Adjustment for Shirley Yvonne Fraser, copy on file with the Department of Public Works.

(S) Final Subdivision Map for Mackland Unit 3; recorded October 13, 2003, in Book 1003 at Page 5813, as Document Number 593255.

(T) Record of Survey to Support Lot Line Adjustment for Westwood Park Homeowners Association and Minden Gardnerville Sanitation District Recorded on April 11, 2000, in Book 400 at Page 1729, as Document Number 489711.

(U) Map showing Division into Large Parcels for Roland and Joan P. Dreyer; recorded February 28, 1996, in Book 206 at Page 4633, as Document Number 382216.

(V) Map showing Division into Large Parcels for Roland and Joan P. Dreyer recorded November 7, 2001, in Book 1101 at Page 1931, as Document Number 527149.

(W) Record of Survey in Support of Boundary Line Adjustment for Douglas County and Judy Keele, Trustee of the First Amended Dean Seeman Trust Agreement dated October 2, 1990; recorded November 30, 2011, in Book 1111, at Page 6264, as Document Number 793412.

(X) Parcel Map for Judy Keele Trustee of the First Amended Dean Seeman Trust Agreement dated October 2, 1990; recorded November 30, 1990, in Book 1111, at Page 6260, as Document Number 793410.

(Y) Record of Survey to Support a Boundary Line Adjustment for Bently Family Limited Partnership; recorded February 13, 2012, in Book 0212, at Page 2385 as Document Number 797259.

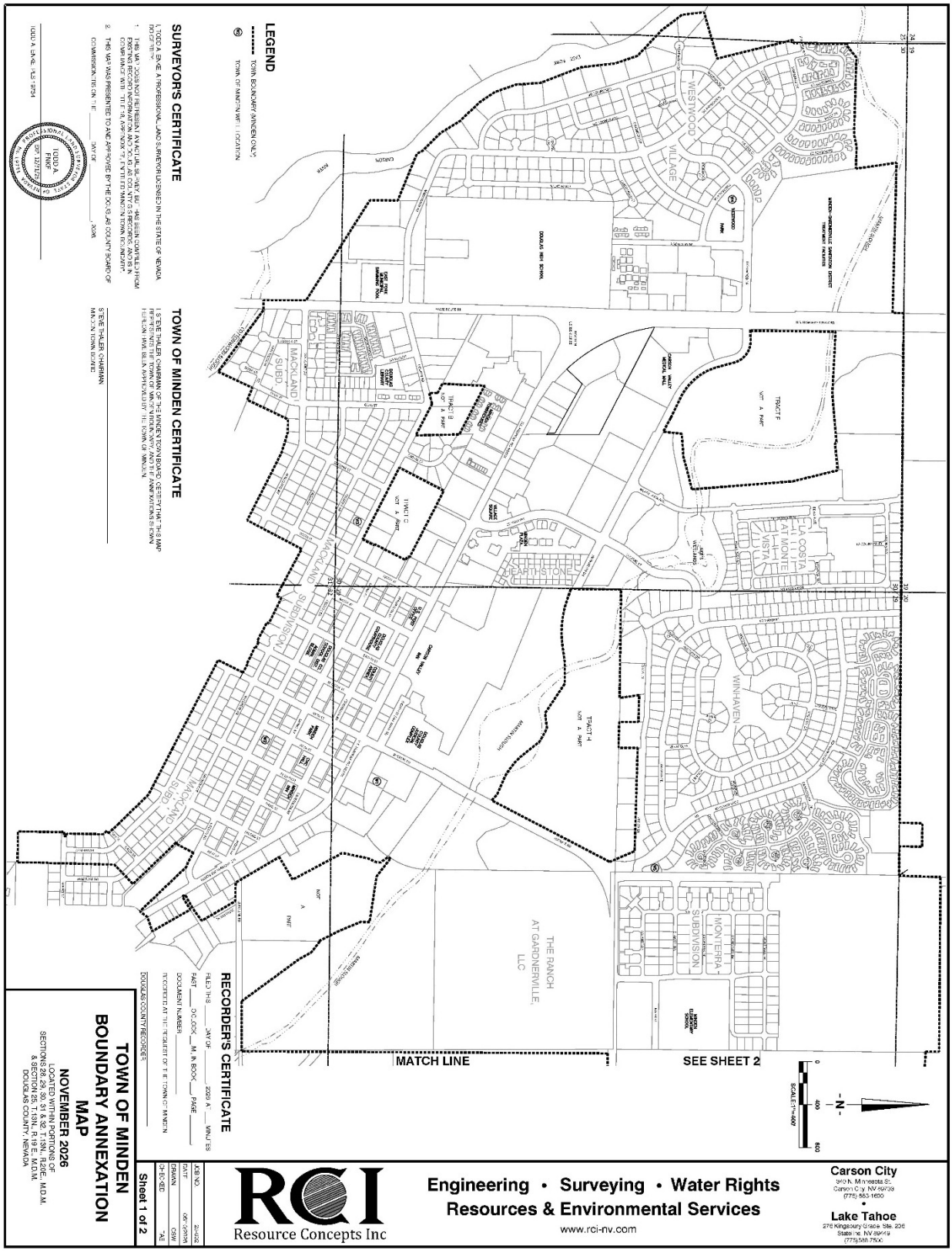
(Z) Record of Survey to Support a Boundary Line Adjustment for Mack Land and Cattle Company et al; recorded June 29, 2009, in Book 0609 at Page 9130, as Document Number 746235.

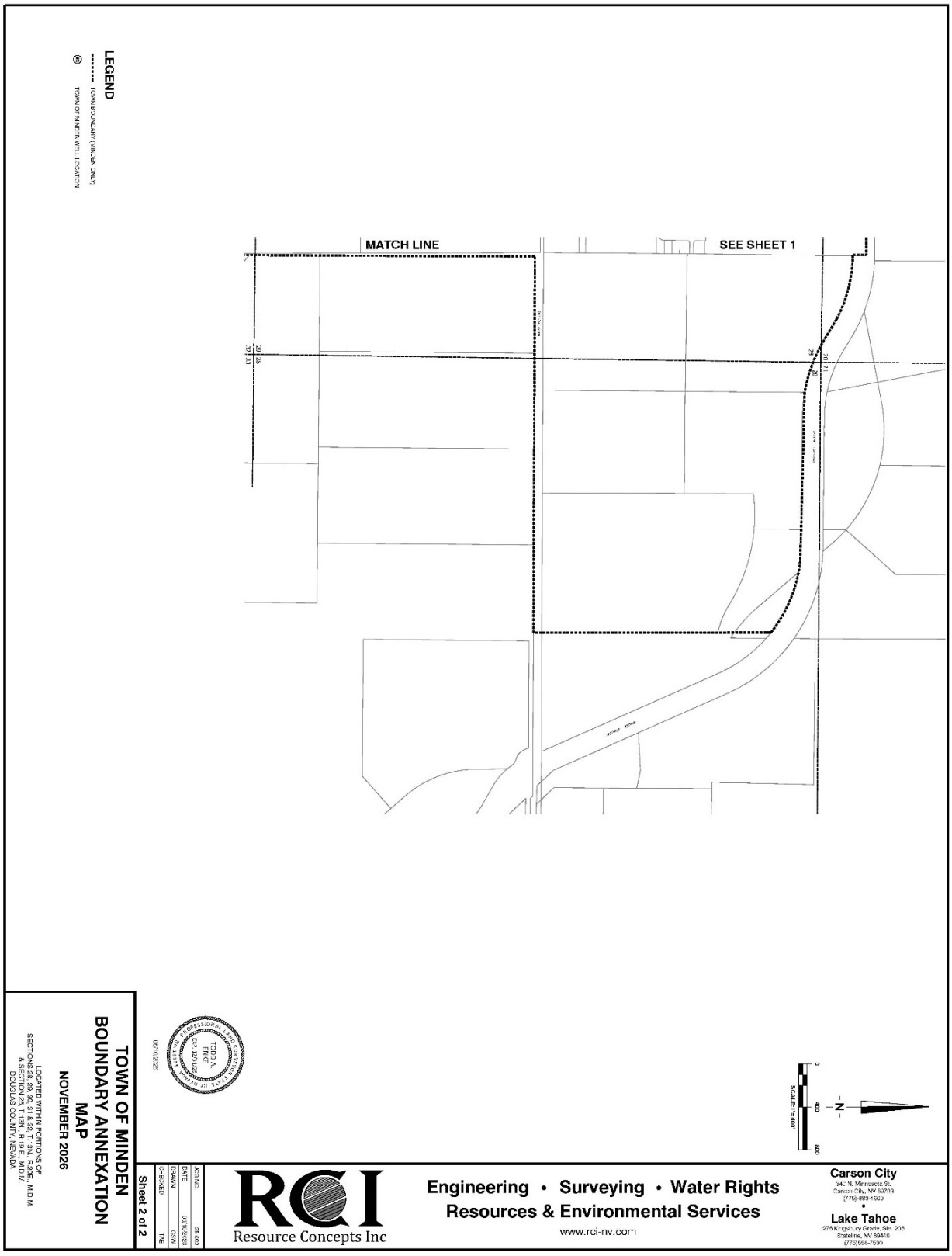
(a) Record of Survey to Support a Boundary Line Adjustment for Park Cattle Company; recorded September 18, 2003, in Book 0903 at Page 9581, as Document Number 590378.

(b) Record of Survey to Support a Boundary Line Adjustment for Mack Land & Cattle Company, recorded January 8, 2018, as Document Number 2018-908905.

(Ord. 1550, 2019; Ord. 1549, 2019; Ord. 1389, 2013; Ord. 1367, 2012; Ord. 1243, 2008; Ord. 1157, 2006; Ord. 812, 1998; Ord. 738, 1996; Ord. 591, 1993; Ord. 561, 1992, Ord. 379, § 2(part), 1981; Ord. 351, § 3(part), 1980)

(Ord. No. 2025-1657, § II(Exh. A), 7-17-2025)


LEGEND
TOWN BOUNDARY (MINDEN ONLY)
TOWN OF MINDEN WELL LOCATION
SURVEYOR'S CERTIFICATE
I, TODD A. ENGE, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA DO CERTIFY:
1. THIS MAP DOES NOT REPRESENT A FIELD SURVEY, BUT HAS BEEN COMPILED FROM EXISTING RECORD INFORMATION AND TO BE CONSISTENT WITH AND IS IN COMPLIANCE WITH TITLE 18, APPENDIX "B", OF THE TOWN OF MINDEN TOWN ORDINANCE.
2. THIS MAP WAS PRESENTED TO AND APPROVED BY THE DOUGLAS COUNTY BOARD OF COMMISSIONERS ON THE _____ DAY OF _____, 2026.
TODD A. ENGE, PLS 19754
TOWN OF MINDEN CERTIFICATE
I, STEVE THALER, CHAIRMAN OF THE MINDEN TOWN BOARD, CERTIFY THAT THIS MAP REPRESENTS THE TOWN OF MINDEN'S ANNEXATION AND THAT THE ANNEXATIONS SHOWN HEREON HAVE BEEN APPROVED BY THE TOWN OF MINDEN.
STEVE THALER, CHAIRMAN
MINDEN TOWN BOARD
RECORDER'S CERTIFICATE
FILED THIS _____ DAY OF _____, 2026 A.D.
AT _____ O'CLOCK ___ M. IN BOOK ___ PAGE ___
DOCUMENT NUMBER _____
RECORDED AT THE REQUEST OF THE TOWN OF MINDEN
DOUGLAS COUNTY RECORDER
TOWN OF MINDEN
BOUNDARY ANNEXATION
MAP
NOVEMBER 2026
LOCATED WITHIN PORTIONS OF
SECTIONS 28, 29, 30, 31 & 32, T.13N., R.20E., M.D.M.
& SECTION 25, T.13N., R.19 E., M.D.M.
DOUGLAS COUNTY, NEVADA
Sheet 1 of 2
JOB NO. 2026-05
DATE 09/12/2026
DRAWN CSW
CHECKED TAE
RCI
Resource Concepts Inc
Engineering • Surveying • Water Rights
Resources & Environmental Services
www.rci-nv.com
Carson City
Lake Tahoe
MATCH LINE
SEE SHEET 2
SCALE: 1"=400'
WESTWOOD VILLAGE
MACKLAND SUBD.
LA COSTA AT MONTE VISTA
WINHAVEN
MONTERRA SUBDIVISION
THE RANCH AT GARDNERVILLE, LLC


LEGEND
TOWN BOUNDARY (MINDEN ONLY)
TOWN OF MINDEN WITH LOCATION
MATCH LINE
SEE SHEET 1
SCALE 1"=400'
0
400
800
N
TODD A. FENG
No. 12212
PROFESSIONAL ENGINEER
STATE OF NEVADA
06/10/2026
TOWN OF MINDEN
BOUNDARY ANNEXATION
MAP
NOVEMBER 2026
LOCATED WITHIN PORTIONS OF
SECTIONS 28, 29, 32, 33 & 34, T.13N., R.19E., M.D.M.
& SECTION 29, T.13N., R.19.E., M.D.M.
DOUGLAS COUNTY, NEVADA
Sheet 2 of 2
JOB NO. 25.002
DATE 06/10/2026
DRAWN CSW
CHECKED TAE
RCI
Resource Concepts Inc
Engineering • Surveying • Water Rights
Resources & Environmental Services
www.rci-nv.com
Carson City
Lake Tahoe

June 4, 2026

Coleen Thran Zepeda
Douglas County Community Development
1594 Esmeralda Ave
Minden, NV 89423

RE: Approval of Annexation for Town of Minden APNs 1320-29-301-005

Dear Ms. Thran Zepeda,

At the June 3, 2026 Minden Town Board Meeting, the Town Board approved the annexation of Assessor Parcels 1320-29-301-005, from Town of Minden. The petition is to annex to the Town of Minden, 6.68 acres of land located North of the Seeman Ranch Park, West of Heybourne Meadows II LLC, and East of Buckeye Road.

Please call me at (775)782-5976 with any questions or comments.

Sincerely,

John D Frisby, P.E.
Town Manager
Town of Minden

APPENDIX B. MINDEN TOWN BOUNDARY

As approved November 5, 2026, by the Board of Douglas County Commissioners.

The boundaries of the Town of Minden are defined as being all that land lying and being in portions of Sections 29, 30, 31, and 32 of Township 13 North, Range 20 East, and a portion of Section 25 Township 13 North, Range 19 East, M.D.B. & M., County of Douglas, State of Nevada, and more particularly described as follows (Boundary description reads clockwise around town perimeter):

Call out and boundary description, (X) denotes map reference, reference maps are intended to provide additional line information only. See references at end of appendix B.

Segment One: From the eastern town boundary at the south right-of-way line of U.S. Highway 395 along the southern town boundary to the west right-of-way line of State Route 88.

100 COMMENCING at a point, said point being the furthest most southeast corner of the plat entitled Town Boundaries of the Town of Minden (A) from which, the common quarter corner of Sections 32 and 33, Township 13 North, Range 20 East, bears South 68°18'29" East, a distance of 2360.58 feet; said point being the TRUE POINT OF BEGINNING;

101 thence North 44°54'00" West along the southerly right-of-way of County Road, a distance of 603.73 feet (A);

102 thence North 63°28'00" West continuing along aforesaid right-of-way, a distance of 131 feet (A);

103 thence South 26°35'00" West, a distance of 168.03 feet (A);

104 thence South 45°09'00" West, a distance of 20 feet (A);

105 thence South 44°51'00" East, a distance of 560 feet (B);

106 thence South 45°09'00" West, a distance of 250 feet (B);

107 thence South 00°33'00" West, a distance of 478.71 feet (C);

108 thence South 00°30'00" West, a distance of 141.11 feet (Book 47, Page 39);

109 thence North 89°50'20" West, a distance of 5 feet (Book 47, Page 39);

110 thence South, a distance of 280 feet (Book 47, Page 39);

111 thence West, a distance of 287.26 feet (Book 47, Page 39);

112 thence North 00°30'00" East, a distance of 423.65 feet (Book 47, Page 39);

113 thence South 89°27'00" East, a distance of 42 feet (Z);

114 thence North 00°33'00" East, a distance of 25.00 feet (Z);

115 thence North 89°27'00" West, a distance of 26.50 feet (Z);

116 thence North 01°28'27" East, a distance of 155.02 feet (Z);

117 thence North 00°33'00" East, a distance of 184.09 feet (Z);

118 thence North 41°53'04" West, a distance of 48.45 feet (Z);

119 thence North 45°09'00" East, a distance of 21.49 feet (Z);

120 thence North 44°51'00" West, a distance of 135.00 feet (S & Z);

121 thence North 44°51'00" West, a distance of 385.57 (S);

122 thence North 63°25'00" West, a distance of 1412.16 feet (b);

123 thence North 26°35'00" East, a distance of 260.00 feet (b);

124 thence North 63°25'00" West, a distance of 85.00 feet (b);

125 thence South 26°35'00" West, a distance of 5.00 feet (b);

126 thence North 64°50'56" West, a distance of 80.02 feet (b);

127 thence North 66°22'16" West, a distance of 95.13 feet (b);

128 thence North 63°25'00" West, a distance of 60.00 feet (b);

129 thence North 26°35'00" East, a distance of 15 feet (BLA/Book 1085, Page 176);

130 thence South 26°35'00" West, a distance of 15 feet; (Book 198, Page 2288);

131 thence North 63°25'00" West, a distance of 205 feet (BLA/Book 1085, Page 176) (BLA/Book 198, Page 2288);

132 thence North 26°35'00" East, a distance of 15 feet (BLA/Book 1085, Page 176);

133 thence North 63°25'00" West, a distance of 220 feet (A);;

134 thence North 63°25'00" West, a distance of 56.56 feet (A);

135 thence South 26°35'00" West, a distance of 90 feet (A & G);

136 thence North 63°25'00" West, a distance of 495.00 feet (G, H & I);

137 thence South 26°35'00" West, a distance of 580.00 feet (I);

138 thence North 63°25'00" West, a distance of 720.00 feet (I);

139 thence North 73°44'36" West, a distance of 194.76 feet (J);

140 thence North 89°06'30" West, a distance of 120.00 feet (J);

141 thence South 25°15'00" West, a distance of 374.67 feet (H);

142 thence North 67°45'00" West, a distance of 120.17 feet (H);

143 thence South 25°15'00" West, a distance of 410.00 feet (H);

144 thence North 53°00'00" West, a distance of 720.00 feet to a point on the easterly right-of-way State Route 88 (H);

145 thence West, a distance of 80' more or less to the westerly right-of-way of State Route 88 (Bounds Only).

Segment two: From the west right-of-way line of state route 88 along the western town boundary to the west right-of-way line of U.S. Highway 395 along the northern town boundary;

201 thence in a general northerly direction along the west right-of-way line of State Route 88 to the southeast corner of the plat entitled Annexation Map for Hickey Brothers, Inc., to the Town of Minden and the Minden-Gardnerville Sanitation District (L);

202 thence North 58°00'00"West, a distance of 1,112.87 feet (L);

203 thence North, a distance of 255.91 feet (L);

204 thence North 68°09'00" West, a distance of 468.82 feet (L);

205 thence North 35°09'00" West, a distance of 68.00 feet (L);

206 thence North 45°37'32" West, a distance of 221.10 feet (L);

207 thence North 33°30'32" West, a distance of 220.39 feet (L);

208 thence North 43°55'32" West, a distance of 274.23 feet (L);

209 thence North 32°55'33" West, a distance of 159. 90 feet (L);

210 thence North 20°30'32" West, a distance of 202.10 feet (L);

211 thence North 04°40'32" West, a distance of 225.20 feet (L);

212 thence North 22°26'32" West, a distance of 410.00 feet (L);

213 thence North 07°05'32" West, a distance of 319.10 feet (L);

214 thence North 18°48'32" West, a distance of 210.40 feet (L);

215 thence North 47°48'32" West, a distance of 326.90 feet (L);

216 thence North 38°48'32" West, a distance of 239.30 feet (L);

217 thence North 08°23'32" West, a distance of 208.40 feet (L);

218 thence North 73°14'37" East, a distance of 452.20 feet (L);

219 thence North 14°59'32" West, a distance of 725.61 feet (L);

220 thence North 76°42'28" East, a distance of 29.34 feet (L);

221 thence North 00°15'03" East, a distance of 499.16 feet (L & T);

221A thence North 89°02'12" East, a distance of 26.17 feet (T);

221B thence North 06°37'07" East, a distance of 5.68 feet (T);

221C thence North 54°54'46" East, a distance of 102.48 feet (T);

221D thence North 43°59'30" East, a distance of 31.54 feet (T);

222 thence South 88°43'39" East, a distance of 721.50 feet (T);

223 thence South 88°43'39" East, a distance of 410.44 feet (T);

224 thence North 77°50'39" East, a distance of 115.37 feet (T);

225 thence South 88°43'39" East, a distance of 205.83 feet (T);

226 thence North 08°21'49" West, a distance of 383.43 feet (T);

227 thence South 88°58'39" East, a distance of 1416.10 feet to a point on the West Right-of-Way Line of U.S. Highway 395(T); also, being along the Northerly boundary of the Town.

Segment three: From the west right-of-way line of U.S. Highway 395 along the northerly town boundary and around the north, east, and southerly perimeter of the Ranch at Gardnerville to the southeast corner of APN 1320-29-402-014 a common corner with the Ranch at Gardnerville.

300 thence along the west right-of-way line of U.S. Highway 395 North 00°18'00" East 73.87 feet (U);

301 thence North 89°47'31" East, a distance of 2605.68 feet to the section corner of 19, 20, 30 & 29 (U);

302 thence South 89°30'35" East, a distance of 47.65 feet (Y);

303 thence South 89°31'55" East, a distance of 2091.59 feet (Y);

304 thence North 00°49'25" East, a distance of 213.00 feet (Y);

305 thence South 89°31'55" East, a distance of 220.00 feet (Y);

306 thence South 00°49'25" West, a distance of 213.00 feet (Y);

307 thence South 89°31'55" East, a distance of 284.93 feet (Y);

308 thence South 89°12'54" East, a distance of 15.06 feet (Y);

309 thence North 00°48'57" East, a distance of 395.60 feet (a);

310 thence South 89°30'10" East, a distance of 1629.81 feet (a);

311 thence South 00°30'17" East, a distance of 126.31 feet to the southerly right-of-way line of Muller Parkway and the beginning of a non-tangent curve to the right, the center of which bears South 00°30’08” West;

312 thence along said southerly right-of-way line, along said curve, having a radius of 1297.50 feet, through a central angle of 31°06’33”, for an arc length of 704.49;

313 thence continuing along said southerly right-of-way line, South 58°23’19” East, 131.56 feet to the beginning of a tangent curve to the left;

314 thence continuing along said southerly right-of-way line, along said curve, having a radius of 1402.50 feet, through a central angle of 30°59’32”, an arc length of 758.64 feet;

315 thence continuing along said southerly right-of-way line, South 89°22’51” East, 1226.14 feet to the beginning of a tangent curve to the right;

316 thence continuing along said southerly right-of-way line, along said curve, having a radius of 1297.50 feet, through a central angle of 38°04’54”, an arc length of 862.38 feet;

317: thence leaving said southerly right-of-way line, South 00°13’53” West, 511.78 feet;

318 thence South 00°13’32” West, a distance of 1679.95 feet to said northerly right-of-way line of Buckeye Road;

319: Thence southerly a distance of 80 feet more or less to the southerly right-of-way line of Buckeye Road (bounds only);

320: Thence along said southerly right-of-way line, South 89°29’43” East, a distance of 3503.88 feet;

321: Thence South 00°20’20” West, a distance of 3,385.76 feet to the easterly prolongation of the northerly right-of-way line of Zerolene Road;

322: Thence along said easterly prolongation and said northerly-right-of-way line, North 89°42’32” West, a distance of 463.60 feet;

323: Thence leaving said northerly right-of-way line, North 35°33’10” West, 589.61 feet;

324 thence North 38°50'33" West, a distance of 80.14 feet;

325 thence North 28"17'55" West, a distance of 131.62 feet;

326 thence North 51°49'55" West, a distance of 126.45 feet;

327 thence North 28°17'02" West, a distance of 208.95 feet;

328 thence North 22°39'41" West, a distance of 218.42 feet;

329 thence North 02°14'26" East, a distance of 79.34 feet;

330 thence North 81°13'07" West, a distance of 432.72 feet;

331 thence North 52°09'48" West, a distance of 213.23 feet.

Segment Four: From the southeast corner of APN 1320-29-402-014 a common corner with the Ranch at Gardnerville along the easterly town boundary to the west right-of-way of U.S. Highway 395 and the TRUE POINT OF BEGINNING.

401 thence along a non-tangent curve (concave to the northwest) the center of which bears North 60°38'15" West, a distance of 613.00 feet, through a central angle of 02°49'13" to the right a length of 30.17 feet;

402: thence South 55°20’19” East, a distance of 9.17 feet;

403: thence South 36°14’41” East, a distance of 81.30 feet;

404: thence South 05°56’16” West, a distance of 39.40 feet;

405: thence South 24°03’51” West, a distance of 84.38 feet;

406: thence South 12°06’20” West, a distance of 216.33 feet;

407: thence South 00°44’21” West, a distance of 42.64 feet;

408: thence South 36°18’32” East, a distance of 28.87 feet;

409: thence South 28°04’31” East, a distance of 482.47 feet;

410: thence South 59°17’37” West, a distance of 251.56 feet;

411 thence South 31°22'00" East, a distance of 461.51 feet to the southerly right-of-way line of Zerolene Road (A);

412 thence along said southerly right-of-way line, North 89°32'00" East, a distance of 175.03 feet to the westerly right-of-way line of Zerolene Place (A);

413 thence along said westerly right-of-way line and the southeasterly prolongation thereof, South 31°29'00" East, a distance of 379.80 feet (R);

414 thence South 58°31'00" West, a distance of 293.84 feet (R);

415 thence South 31°29'00" East, a distance of 25.00 feet (R);

416 thence North 58°31'00" East, a distance of 143.06 feet (R);

417 thence South 31°29'00" East, a distance of 5.01 feet (R);

418 thence South 31°29'00"East, a distance of 408.17 feet (A);

419 thence South 70°31'00" West, a distance of 148.34 feet to a point on the easterly right-of-way of U.S. Highway 395 (A);

420 thence South 48°35'18" West, a distance of 91.96 feet (A) to the TRUE POINT OF BEGINNING.

Excepting therefrom the following seven tracts of land:

(Note that former tract "A" has been incorporated into the Minden Town Boundary).

Tract B: West of and adjoining the Beneteau Subdivision:

B00 Commencing at a point located at the southwest corner of Lot 13, Block "A" of the Final Map of the Beneteau Subdivision as recorded on October 21, 1980, in Book 1080 at Page 1733 as Document Number 49919 of the Official Records of Douglas County Nevada, said point being the TRUE POINT OF BEGINNING;

B01 thence North 01°55'25" West, a distance of 409.93 feet;

B02 thence North 63°25'00" West, a distance of 501.15 feet;

B03 thence South 01°43'13" West, a distance of 400.53 feet

B04 thence South 63°12'00" East, a distance of 96.18 feet;

B05 thence South 00°53'00" West, a distance of 76.45 feet;

B06 thence North 75°03'00" East, a distance of 103.45 feet;

B07 thence South 63°12'00" East, a distance of 326.04 feet to the TRUE POINT OF BEGINNING;

Tract "B" consists of APN: 1320-30-802-008 and 1320-30-802-009.

Previously annexed per 2008 annexation map APN 1320-30-802-001 Minden Gateway Center now APN 1320-30-802-027 known as The Maverick Station.

Tract C: East of and adjoining the Beneteau Subdivision.

C00 Commencing at a point located at the southeast corner of Lot 1, Block "A" of the Final Map of the Beneteau Subdivision as recorded on October 21, 1980, in Book 1080 at Page 1733 as Document Number 49919 of the Official Records of Douglas County Nevada, said point being the TRUE POINT OF BEGINNING;

C01 thence North 26°31'39" East, a distance of 467.70 feet;

C02 thence South 63°25'00" East, a distance of 704.23 feet;

C03 thence South 26°35'00" West, a distance of 18 feet;

C04 thence South 63°25'00" East a distance of 55 feet;

C05 thence South 26°35'00"West a distance of 322 feet;

C06 thence South 63°25'00" East a distance of 10 feet;

C07 thence South 26°35'00"West, a distance of 128 feet;

C08 thence North 63°25'00" West, a distance of 769 feet to the TRUE POINT OF BEGINNING.

Tract "C" consists of Assessor's Parcel Numbers: 1320-30-802-010 & 1320-30-802-011.

Tract D: Previously annexed per 1999 annexation map now APN 1320-30-702-023.

Tract E: Annexed per 1996 annexation map APN 1320-30-701-004 Minden Gateway Center now APN 1320-30-701-022.

Tract F: West of Monte Vista Subdivision.

F00 Commencing at a Nevada Department of Transportation survey well in the center southbound lane of U.S. Highway 395, a brass disk in concrete, Station "S" 56+92.33 P.T., as shown on the Record of Survey to Support a Boundary Line Adjustment for Roland and Joan P. Dreyer filed for record July 31, 1997 in the office of Recorder, Douglas County, Nevada as Document No. 418466; thence South 89°41'44" East, a distance of 117.00 feet to a point on the easterly right-of-way line of U.S. Highway 395; thence North 00°18'16" East, a distance of 691.37 feet to the TRUE POINT OF BEGINNING (V);

F01 thence North 00°18'16" East, a distance of 787.46 feet;

F02 thence South; 88°04'41" East, a distance of 598.37 feet;

F03 thence North 83°42'04" East, a distance of 450.25 feet;

F04 thence South 00°06'32" West, a distance of 15.77 feet;

F05 thence North 82°40'39" East, a distance of 257.19 feet;

F06 thence South 14°07'45" East, a distance of 444.27 feet;

F07 thence South; 05°29'22" East, a distance of 936.87 feet;

F08 thence South 74°33'56" West, a distance of 316.81 feet;

F09 thence South 85°37'32" West, a distance of 212.27 feet;

F10 thence South 05°36'55" West, a distance of 174.33 feet to the northerly line of Ironwood Drive;

F11 thence North 63°25'00" West, a distance of 331.57 feet;

F12 thence 549.06 feet along the arc of a curve to the right having a central angle of 48°43'00" and a radius of 645.76 feet, (chord bears N. 39°03'00" W., 532.68 feet);

F13 thence North 14°42'00" West, a distance of 102.51 feet

F14 thence 248.71 feet along the arc of a curve to the left having a central angle of 75°00'00" and a radius of 190.00 feet, (chord bears N. 52°12'00" W., 231.33 feet);

F15 thence North 89°42'00" West, a distance of 127.83 feet to the TRUE POINT OF BEGINNING;

Tract "F" consists of Assessor's Parcel Number 1320-30-501-010.

Tract H: South of Winhaven and north of Carson Valley Inn.

H00 Commencing at a point located at the northwest corner of Assessor's Parcel 1320-29-201-010, of the Annexation Map for Hanly, Dreyer, Dreyer, Western Nevada Properties, Inc., and Western Nevada Properties, Inc., Et Al, to the town of Minden and the Minden-Gardnerville Sanitation District recorded on August 21, 1986, in Book 886 at page 2432 as Document Number 139442, said point being the TRUE POINT OF BEGINNING;

H01 thence South 26°09'23" West, a distance of 203.53 feet (N);

H02 thence North 89°00'49" West, a distance of 960.69 feet (N);

H03 thence South 00°59'11" West, a distance of 181.09 feet;

H04 thence North 89°00'49" West, a distance of 239.98 feet;

H05 thence North 00°00'08" West, a distance of 181.12 feet;

H06 thence North 89°45'39" West, a distance of 255.02 feet (N);

H07 thence South 09°06'00" East, a distance of 183.96 feet;

H08 thence North 89°28'46" West, a distance of 324.29 feet;

H09 thence South 89°54'12" West, a distance of 687.31 feet;

H10 thence South 00°58'22" West, a distance of 456.01 feet (W);

H11 thence 596.66 feet along the arc of a non-tangent curve to the left having a radius of 940.00 feet, (the radius point bearing North 26°06'54" East from the beginning of curve), a central angel of 34°43'20" and a chord South 81°14'46" East 560.98 feet to a point of reverse curvature (W);

H12 thence 340.50 feet along the arc of a non-tangent curve to the right having a radius of 1,600 feet (the radius point bearing South 03°08'43" West from the end of curve), a central angle of 11°45'09" and a chord of North 87°16'09" East 339.90 feet (W);

H13 thence South 55°53'49" West, a distance of 321.67 feet (W);

H14 thence North 87°58'42" East, a distance of 154.01 feet (W);

H15 thence South 59°44'53" East, a distance of 140.05 feet (W;

H16 thence South 38°00'32" East, a distance of 181.30 feet (W);

H17 thence South 43°54'50" East, a distance of 88.74 feet (W);

H18 thence South 50°50'50" East, a distance of 141.99 feet (W);

H19 thence South 65°37'09" East, a distance of 221.15 feet (W);

H20 thence South 46°49'49" West, a distance of 75.50 feet (W);

H21 thence North 27°32'06" East, a distance of 1233.28 feet (W);

H22 thence North 16°54'39" West, a distance of 52.52 feet to the TRUE POINT OF BEGINNING (W);

Tract "H" consists of Assessor's Parcel Number: 1320-29-301-006, 1320-29-201-010, 009, 008, 007 and 013.

(Note that former tract "I" has been incorporated into the Minden Town Boundary).

Parcel 17 as shown on the Record of Survey in Support of a Boundary Line Adjustment for Park Ranch Holdings, LLC, according to the map thereof, filed in the office of the County Recorder of Douglas County, on June 13, 2022, as File No. 2022-986230, being more particularly described as follows:

A parcel of land located within Section 28, Township 13 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

BEGINNING at the southwest corner of the herein described parcel, being a point on the northerly line of Buckeye Road, from which the northwest corner of said Section 28 bears North 24°42'03" West, 2,885.74 feet;

Thence North 00°30'17" East, 2,007.34 feet;

Thence along the arc of a curve to the right, non-tangent to the preceding course, having a radius of 1,600.00 feet, central angle of 38°49'45", arc length of 1,079.66 feet, and chord bearing a distance of South 77°22'06" East, 1,059.29 feet;

Thence along the arc of a reverse curve to the left, having a radius of 850.00 feet, central angle of 18°59'12", and arc length of 281.67 feet;

Thence South 00°13'32" West, 1,679.95 feet to a point on said northerly line of Buckeye Road;

Thence along said northly line of Buckeye Road, North 89°29'43" West, 1,303.88 feet to the POINT OF BEGINNING.

Parcel 17 consists of APN: 1320-28-000-045.

REFERENCES:

(A) Map showing the town boundaries of the Town of Minden, Douglas County, Nevada, recorded September 12, 1957, as Document 20830.

(B) Wildrose Subdivision Plat Number 2; recorded December 5, 1966, in Book 46 at page 286, as Document 34825.

(C) Deseret Unit Number 1; recorded April 17, 1972, in Book 99 at Page 219, as Document 58855.

(D) Wildrose Number 3, Unit 3; recorded April 4, 1973, in Book 473 at Page 72, as Document 65028.

(E) Wildrose Number 3, Unit 2; recorded June 29, 1972, in Book 102 at Page 517, as Document 60350.

(F) Wildrose Number 3, Unit 1; recorded October 22, 1971, in Book 92 at Page 541, as Document 55071.

(G) Annexation Map, Duane E. Mack, Lots A, B, C-1 & C-2 to the Town of Minden and the Minden-Gardnerville Sanitation District (MGSD); recorded February 4, 1977, in Book 277, Page 223, as Document 06708.

(H) Annexation Map, Duane E. Mack to the Town of Minden and the MGSD recorded May 12, 1978 in Book 578 at Page 845, as Document 20601.

(I) Annexation map, Mack Land and Cattle Company to the Town of Minden and the MGSD recorded September 12, 1989 in Book 989 at Page 1372, as Document 201690.

(J) Annexation map, Duane E. Mack Family Trust to the Town of Minden and the MGSD recorded April 23, 1984 in Book 484 at Page 1719, as Document 99818.

(K) Deleted.

(L) Annexation map for Hickey Brothers, Inc. to the Town of Minden and the MGSD; recorded September 11, 1979, in Book 979 at Page 807, as Document 36520.

(M) Annexation map, Minden-Gardnerville Sanitation District Plant Site to the Town of Minden; recorded January 29, 1981, in Book 181 at Page 1660, as Document 53008.

(N) Annexation map for Hanly, Dreyer & Western Nevada Properties to the Town of Minden and the MGSD; recorded August 21, 1986 in Book 886 at Page 2432, as Document 139442.

(O) Annexation map for the Mulreany & Associates #1 to the Town of Minden and the MGSD; recorded August 6, 1987, in Book 887 at Page 609, as Document 159733.

(P) Annexation map for the Mulreany & Associates #2 to the Town of Minden and the MGSD; recorded August 6, 1987, in Book 887 at Page 610, as Document 159734.

(Q) Annexation map, Bently Nevada, Inc. to the Town of Minden and the MGSD; recorded September 12, 1979, in Book 979 at Page 964, as Document Number 36602.

(R) Boundary Line Adjustment for Shirley Yvonne Fraser, copy on file with the Department of Public Works.

(S) Final Subdivision Map for Mackland Unit 3; recorded October 13, 2003, in Book 1003 at Page 5813, as Document Number 593255.

(T) Record of Survey to Support Lot Line Adjustment for Westwood Park Homeowners Association and Minden Gardnerville Sanitation District Recorded on April 11, 2000, in Book 400 at Page 1729, as Document Number 489711.

(U) Map showing Division into Large Parcels for Roland and Joan P. Dreyer; recorded February 28, 1996, in Book 206 at Page 4633, as Document Number 382216.

(V) Map showing Division into Large Parcels for Roland and Joan P. Dreyer recorded November 7, 2001, in Book 1101 at Page 1931, as Document Number 527149.

(W) Record of Survey in Support of Boundary Line Adjustment for Douglas County and Judy Keele, Trustee of the First Amended Dean Seeman Trust Agreement dated October 2, 1990; recorded November 30, 2011, in Book 1111, at Page 6264, as Document Number 793412.

(X) Parcel Map for Judy Keele Trustee of the First Amended Dean Seeman Trust Agreement dated October 2, 1990; recorded November 30, 1990, in Book 1111, at Page 6260, as Document Number 793410.

(Y) Record of Survey to Support a Boundary Line Adjustment for Bently Family Limited Partnership; recorded February 13, 2012, in Book 0212, at Page 2385 as Document Number 797259.

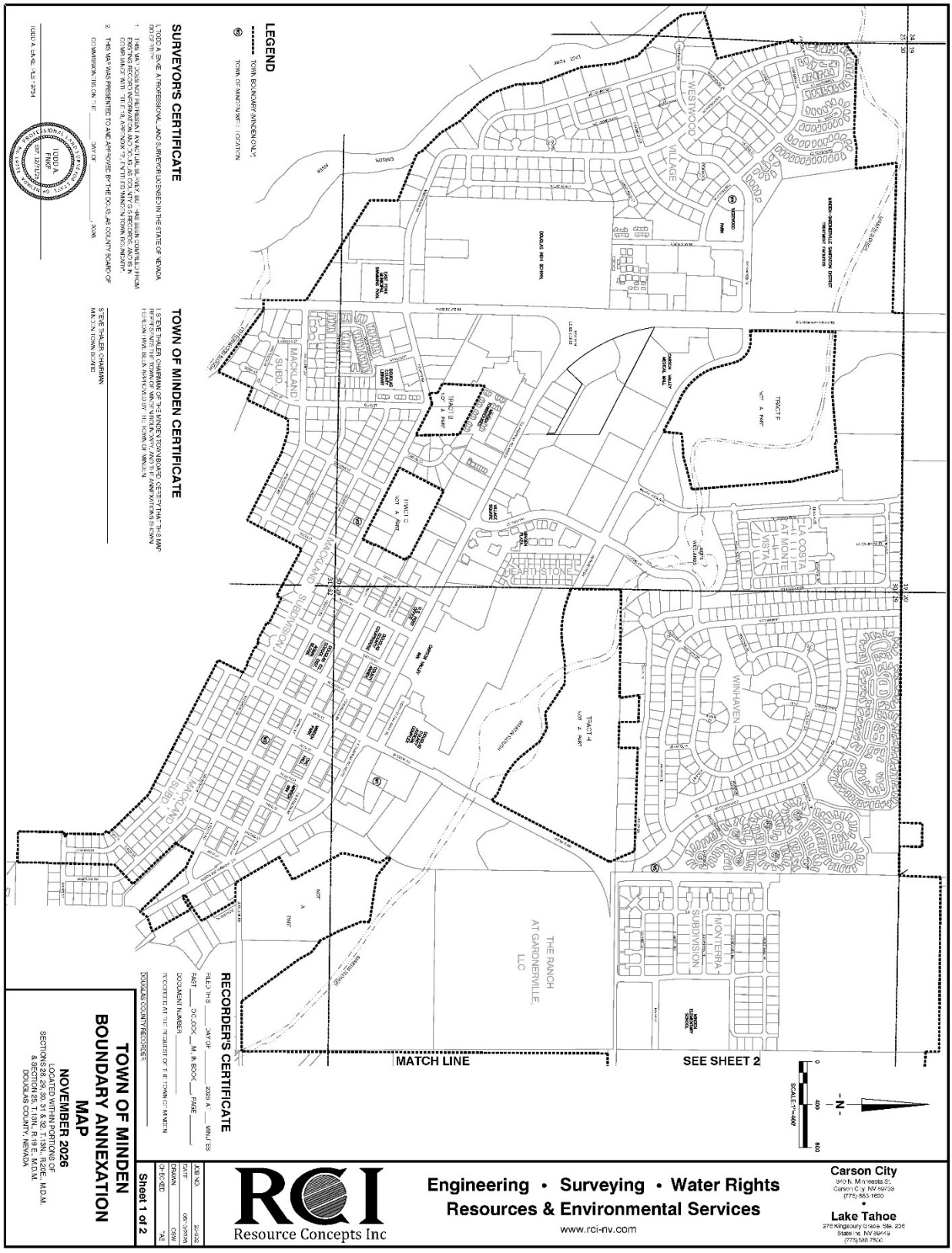
(Z) Record of Survey to Support a Boundary Line Adjustment for Mack Land and Cattle Company et al; recorded June 29, 2009, in Book 0609 at Page 9130, as Document Number 746235.

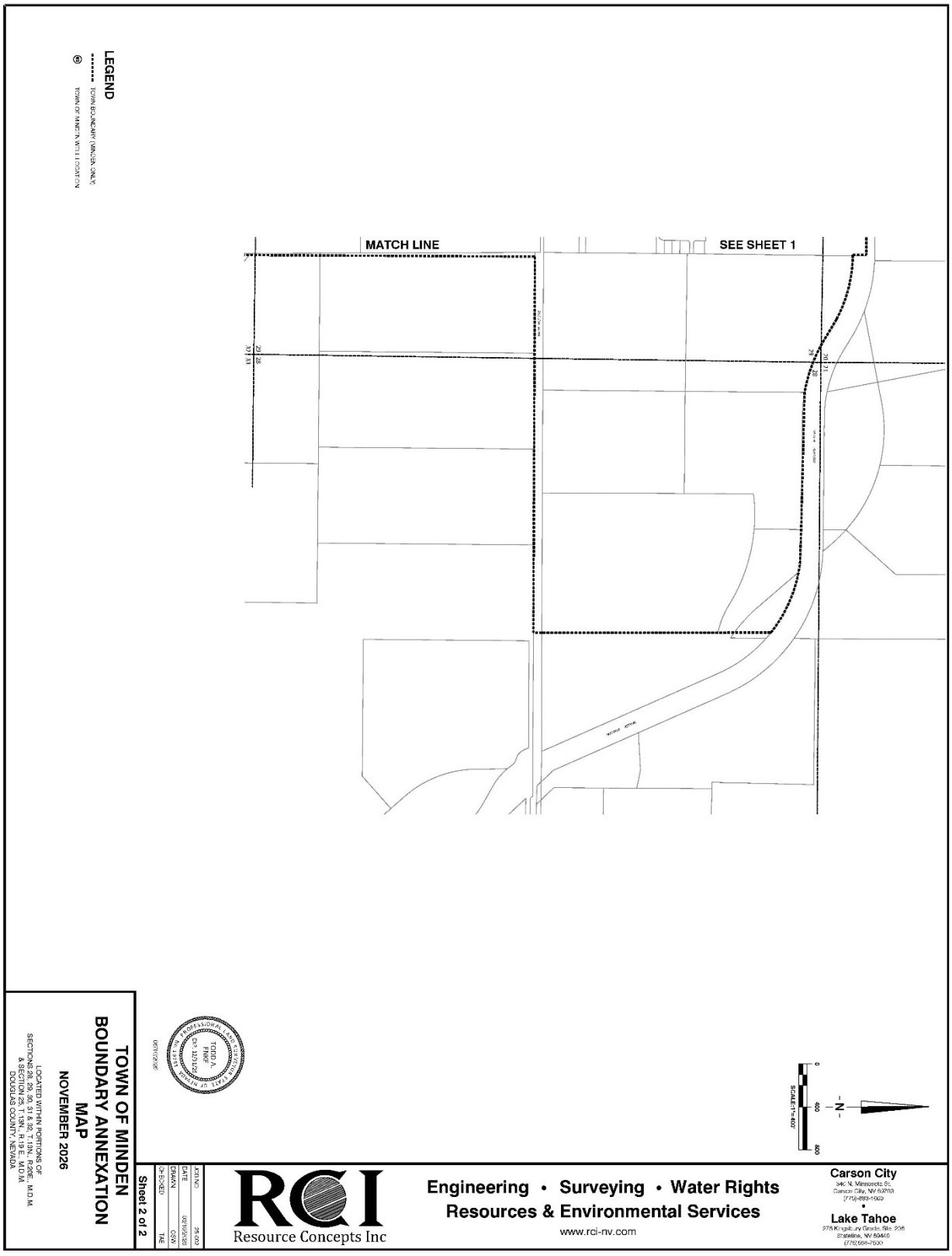
(a) Record of Survey to Support a Boundary Line Adjustment for Park Cattle Company; recorded September 18, 2003, in Book 0903 at Page 9581, as Document Number 590378.

(b) Record of Survey to Support a Boundary Line Adjustment for Mack Land & Cattle Company, recorded January 8, 2018, as Document Number 2018-908905.

(Ord. 1550, 2019; Ord. 1549, 2019; Ord. 1389, 2013; Ord. 1367, 2012; Ord. 1243, 2008; Ord. 1157, 2006; Ord. 812, 1998; Ord. 738, 1996; Ord. 591, 1993; Ord. 561, 1992, Ord. 379, § 2(part), 1981; Ord. 351, § 3(part), 1980)

(Ord. No. 2025-1657, § II(Exh. A), 7-17-2025)


LEGEND
TOWN BOUNDARY (MINDEN ONLY)
TOWN OF MINDEN WELL LOCATION
SURVEYOR'S CERTIFICATE
I, TODD A. ENGE, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA DO CERTIFY:
1. THIS MAP DOES NOT REPRESENT A FIELD SURVEY, BUT HAS BEEN COMPILED FROM EXISTING RECORD INFORMATION AND TO BE ACCURATELY SHOWN AND IS IN COMPLIANCE WITH TITLE 18, APPENDIX "B", OF THE TOWN OF MINDEN TOWN ORDINANCE.
2. THIS MAP WAS PRESENTED TO AND APPROVED BY THE DOUGLAS COUNTY BOARD OF COMMISSIONERS ON THE _____ DAY OF _____, 2026.
TODD A. ENGE, PLS 19754
TOWN OF MINDEN CERTIFICATE
I, STEVE THALER, CHAIRMAN OF THE MINDEN TOWN BOARD, CERTIFY THAT THIS MAP REPRESENTS THE TOWN OF MINDEN'S ANNEXATION AND THE ANNEXATIONS SHOWN HEREON HAVE BEEN APPROVED BY THE TOWN OF MINDEN.
STEVE THALER, CHAIRMAN
MINDEN TOWN BOARD
RECORDER'S CERTIFICATE
FILED THIS _____ DAY OF _____, 2026 A.D., MINUTES PAST _____ O'CLOCK ___ M. IN BOOK ___ PAGE ___
DOCUMENT NUMBER _____
RECORDED AT THE REQUEST OF THE TOWN OF MINDEN
DOUGLAS COUNTY RECORDER
MATCH LINE
SEE SHEET 2
SCALE: 1"=400'
0
400
800
N
TOWN OF MINDEN
BOUNDARY ANNEXATION
MAP
NOVEMBER 2026
LOCATED WITHIN PORTIONS OF
SECTIONS 28, 29, 30, 31 & 32, T.13N., R.20E., M.D.M.
& SECTION 25, T.13N., R.19 E., M.D.M.
DOUGLAS COUNTY, NEVADA
Sheet 1 of 2
JOB NO. 2026-05
DATE 09/12/2026
DRAWN CSW
CHECKED TAE
RCI
Resource Concepts Inc
Engineering • Surveying • Water Rights
Resources & Environmental Services
www.rci-nv.com
Carson City
Lake Tahoe


LEGEND
TOWN BOUNDARY (MINDEN ONLY)
TOWN OF MINDEN WELL LOCATION
MATCH LINE
SEE SHEET 1
SCALE 1"=400'
0
400
800
N
TODD A. FENG
No. 12212
STATE OF NEVADA
PROFESSIONAL ENGINEER
06/10/2026
TOWN OF MINDEN
BOUNDARY ANNEXATION
MAP
NOVEMBER 2026
LOCATED WITHIN PORTIONS OF
SECTIONS 28, 29, 32, 33 & 34, T.13N., R.19E., M.D.M.
& SECTION 29, T.12N., R.19 E., M.D.M.
DOUGLAS COUNTY, NEVADA
Sheet 2 of 2
JOB NO. 25.002
DATE 06/10/2026
DRAWN CSW
CHECKED TAE
RCI
Resource Concepts Inc
Engineering • Surveying • Water Rights
Resources & Environmental Services
www.rci-nv.com
Carson City
340 N. Minnesota St.
Carson City, NV 89703
(775) 883-1600
Lake Tahoe
275 Kingsbury Grade, Ste. 206
Stateline, NV 89449
(775) 588-7500

The Minden Town Board meeting was held starting at 5:30 p.m. on Wednesday, June 3, 2026, at 1602 Esmeralda Ave, Minden, Nevada.

Board Members present: Steve Thaler, Larry Walsh, Mimi Moss, Bryan Davis, and Bill Driscoll.
Staff present: Ryan Russell, JD Frisby, Marcie Schurke, Jeff Cady and Rachel Hamer.
Chairman Thaler called the meeting to order at 5:30 p.m.
The Pledge of Allegiance was led by Larry Walsh.

PUBLIC COMMENT: None

APPROVAL OF AGENDA:

Moss/Driscoll moved and seconded approval of the June 3, 2026, Meeting Agenda. Motion carries unanimously.

APPROVAL OF MINUTES:

Walsh/Davis moved and seconded approval of May 6, 2026, Board Meeting Minutes. Motion carries with 4 votes yes, and Mimi Moss abstained.

ACKNOWLEDGEMENT OF GIFTS: None

BOARD MEMBER REPORTS: Items on the Administrative Agenda will not be discussed during Board Member committee reports. **No action** may be taken on a matter raised under this portion of the agenda until the matter has been specifically included on an agenda as an item upon which action may be taken. Discussion may include a report on activities of committees or general information of interest to the Board.

Mr. Driscoll mentioned his meeting with the East Fork Fire Chief and some of the things that were discussed. No other reports.

CONSENT AGENDA: Items may be moved to or from the Consent Agenda at the beginning of the Board meeting during the Approval of the Consent Agenda. Items on the Consent Agenda may be voted on in a block, i.e., with one motion on all those items, one second to the motion, and one vote by the Board members. Items removed from the Consent Agenda will be heard immediately following the Consent Agenda in the order in which they appear in the Consent Agenda.

1. Approval of the May 2026 financial report including claims paid April 25, 2026, through May 22, 2026, for Fiscal Year 25/26.

2. Approval of the policy renewal from Nevada Public Agency Insurance Pool (POOL) and authorization of payment to POOL in the amount of ninety-four thousand, four hundred fifty-five dollars, and ninety-eight cents ($94,455.98) for Fiscal Year 2026-2027.

3. Approval of a request by Mike Schiller for a street closure on August 21, 2026, from 4:00 p.m. to 11:30 p.m. for the Main Street Car Show & Shine event. Approval of this event

would include closure of Esmeralda Avenue from Sixth Street to Fourth Street; Fourth Street from the Alley between US Hwy 395 and Esmeralda Avenue to Esmeralda Avenue; and Fifth Street from the Alley between US Hwy 395 and Esmeralda Avenue to Mono Avenue.

4. Approval of the Douglas High School Leadership Class 2026 Fall Fest Homecoming event in Minden Park on Wednesday, September 30, 2026. Approval of this request would include setting a budget for Town participation in the event of up to $500 and waiving fees associated with a street closure, use of Minden Park, use of Town equipment, and assistance with the event by Town Staff. Town approval will also include closure of 3rd Street between Esmeralda Avenue and Mono Avenue and Mono Avenue from 2nd Street and 3rd Street from 4:00 pm to 6:30 pm. This request also includes various street closures in downtown Minden and around Minden Park from 4:00 pm to 6:30 pm.

Public comment: None

After thoughtful and intelligent deliberation, Driscoll/Moss moved and seconded approval of the Consent Agenda. Motion carries unanimously.

ADMINISTRATIVE AGENDA: The following item(s) are scheduled for public hearing. At the beginning of each item, the Chairman will call the item. Normally, the applicant and/or its representatives are permitted to speak first, and then Town Staff may present a summary of the staff report and recommendation, including any updated information received by the Town after the reports were distributed. Next, Board discussion, and then the Chairman will open the hearing to public comment. For items on which action is to be taken, the Chairman will close the hearing of public comment before a motion is made and a vote is taken. The Chairman has the right to establish reasonable time limits for comments and to allow for rebuttal comments.

1. For Possible Action: Discussion and possible action to accept, accept with conditions, deny, or continue a purchase agreement between the Douglas County School District and the Town of Minden under which the Town may acquire certain real property in Douglas County, Nevada being Assessor's Parcel Number 1320-32-110-005 for a price not to exceed the appraised value thereof. If approved, the Board may also authorize the Town Manager to execute a purchase agreement in a form acceptable to Town Counsel on behalf of the Town, in an amount not to exceed $420,000, to include any necessary restrictions on ownership of the property to be exclusive to the Town. Approval item shall include waiver of any actual or potential conflict of interest related to legal representation. Appearance by JD Frisby, Town Manager.

   Mr. Frisby gave a short background on this item and discussed the pros and cons about the Town moving forward with the purchase of the property.

   Board comments include Mr. Walsh clarified the usage and if there were any restrictions. Mr. Frisby said no, but we would want to rezone the property as a public facility. Member Davis agreed this could be a great parcel for the Town to own. Member Moss said we would need to change the zoning before making any improvements. She mentioned the desire to keep it as it is. Vice-Chairman Driscoll relayed he is in support of obtaining the property. Chairman Thaler said he is in agreement with his fellow board members.

Public comment: Lori Story gave public comment regarding the dog park and is in favor of the Town purchasing the property.

After thoughtful and intelligent deliberation, Davis/Driscoll moved and seconded to recommend approval of a purchase agreement between the Douglas County School District and the Town of Minden, purchase price not to exceed $420,000. Which if approved by both entities, DCSD shall transfer property adjacent to their Administrative Building currently used as a dog park, to the Town of Minden for use as a dog park. Approval item shall include waiver of any actual or potential conflict of interest related to legal representation. Motion carries unanimously.

2. For possible action: Discussion and possible action to approve, approve with conditions, continue or deny the placement of a Nevada Arts Council America 250 public art mural, located at the Carson Valley Arts Council Copeland building, APN:1320-32-501-016. Appearance by Brian Fitzgerald, President of the Carson Valley Arts Council, Tony Manfredi, Executive Director of Nevada Arts Council, Krista DeNio, Executive Director of Dust & Wonder Trail, and Mural Artist Asa Kennedy.

   Mr. Fitzgerald, Tony Manfredi, Krista DeNio, and Asa Kennedy (the muralist) gave a presentation regarding the proposed mural over at the Copeland Building.

   Member Walsh agreed with the concept and with placement on the County Road side. Member Davis echoed agreement and is excited to see what the community comes up with. Member Moss was also in favor, but sought clarification on the process with Title 20 and when and where the ordinance will be in effect. Vice-Chairman Driscoll asked how the mural is maintained. Mr. Fitzgerald informed the Board of how maintenance occurs on this type of project. Chairman Thaler expressed his desire of the exterior concept of the whole building, but would like to see this come back with what is actually proposed.

   Mr. Frisby expressed this could be something great for the Town. They are looking for support to move forward with this on the County Road Side.

   Public comment: None

   After thoughtful and intelligent deliberation, Walsh/Moss moved and seconded to approve the idea of placement of a Nevada Arts Council America 250 public art mural, located at the Carson Valley Arts Council Copeland building, APN:1320-32-501-016. Motion carries unanimously.

3. For Possible Action: Discussion and possible action to accept, accept with conditions, continue or deny a bid by Qualcon Contractors Inc for an amount of $1,370,340 which includes Base Bid plus Bid Alternates A, B, and C for the FY26 Mackland Waterline Replacement and Street Rehab; and if approved, 2) authorize the Town Manager to execute an agreement, acceptable to Town Counsel, for the same on behalf of the Town. Approval may include authorizing the Town Manager the ability to approve change orders up to 10% of the budgeted amount. Appearance by JD Frisby, Minden Town Manager.

Mr. Frisby briefly discussed the bidding process and offered to answer any questions the Board may have.
Board comments included clarification on the motion.

Public comment: None

After thoughtful and intelligent deliberation, Moss/Walsh moved and seconded approval of a bid by Qualcon Contractors Inc, for an amount of $1,370,340 which includes Base Bid plus Bid Alternates A, B, and C for the FY26 Mackland Waterline Replacement and Street Rehab; approval includes, 2) authorizing the Town Manager to execute an agreement, acceptable to Town Counsel, for the same on behalf of the Town. Approval shall include the Town Manager the ability to approve change orders up to 10% of the budgeted amount. Motion carries unanimously.

4. For possible action: (Applicable only if Administrative Item 3 was approved.) Discussion and possible action to approve, approve with conditions, continue or deny Town of Minden Resolution TOM2026R-007 augmenting the FY2025/2026 budget. Appearance by Marcie Schurke, Town Senior Accountant.

   Ms. Schurke relayed this augment comes before the board to cover the cost of the bid on the previous item. No board comments.

   Public comment: None

   After thoughtful and intelligent deliberation, Davis/Moss moved and seconded approval of Town of Minden Resolution TOM2026R-007 augmenting the FY2025/2026 budget. Motion carries unanimously.

5. For possible action: Discussion and possible action to accept or deny a grant from the Recreational Trails Program with the Nevada Division of State Parks for the Jake's Wetlands and Martin Slough Trailhead Improvements in the amount of $116,265.39. Appearance by Marcie Schurke, Town Senior Accountant.

   Ms. Schurke gave the background on the process for this grant and offered to answer any questions the Board may have. Mr. Frisby relayed why these restroom facilities are important.
   Member Moss asked clarification on the reserves that we need to pull from to cover the costs. Chairman Thaler thanked Staff for persistence in obtaining this funding.

   Public comment: None

   After thoughtful and intelligent deliberation, Moss/Walsh moved and seconded acceptance of a grant from Recreational Trails Program with the Nevada Division of State Parks for the Jake's Wetlands and Martin Slough Trailhead Improvements in the amount of $116,265.39. Motion carries unanimously.

6. For possible action: (Applicable only if Administrative Item 5 was approved.) Discussion and possible action to approve, approve with conditions, continue or deny Town of Minden Resolution TOM2026R-008 augmenting the FY2025/2026 budget. Appearance by Marcie Schurke, Town Senior Accountant.

   Ms. Schurke relayed this augment appears on the agenda to make up the difference in cost for the grant that was approved on the previous item, and she offered to answer any questions the board may have.

   Public comment: None

   After thoughtful and intelligent deliberation, Driscoll/Walsh moved and seconded approval of Town of Minden Resolution TOM2026R-008 augmenting the FY2025/2026 budget. Motion carries unanimously.

7. For possible action: Discussion and possible action to approve, approve with conditions, continue or deny formal annexation of APN 1320-29-301-005 into the Town of Minden. Appearance JD Frisby, Town Manager.

   Mr. Frisby relayed that this is just the next step in cleaning up the mapping for the Town of Minden now that we have purchased the property.

   Public comment: None

   After thoughtful and intelligent deliberation, Davis/Moss moved and seconded approval to formally annex APN 1320-29-301-005 into the Town of Minden. Motion carries unanimously.

8. For possible action: Discussion and possible action to direct Staff in relation to Staff Reports. Discussion shall include a Staff Report on the activities, progress on or status of assigned tasks and projects, or general information regarding operations and projects related to trash, retail and wholesale water service, and other functions of the Town of Minden. Appearance by Jeff Cady, Public Works Superintendent, and JD Frisby, Town Manager.

   Mr. Cady relayed the bad street patch on Bella Blvd will be fixed next week. Mr. Frisby went over event information, the BOCC budget meeting, Well #12, and all the projects that are coming forward finally.

   No board comments.

   Public comment: None

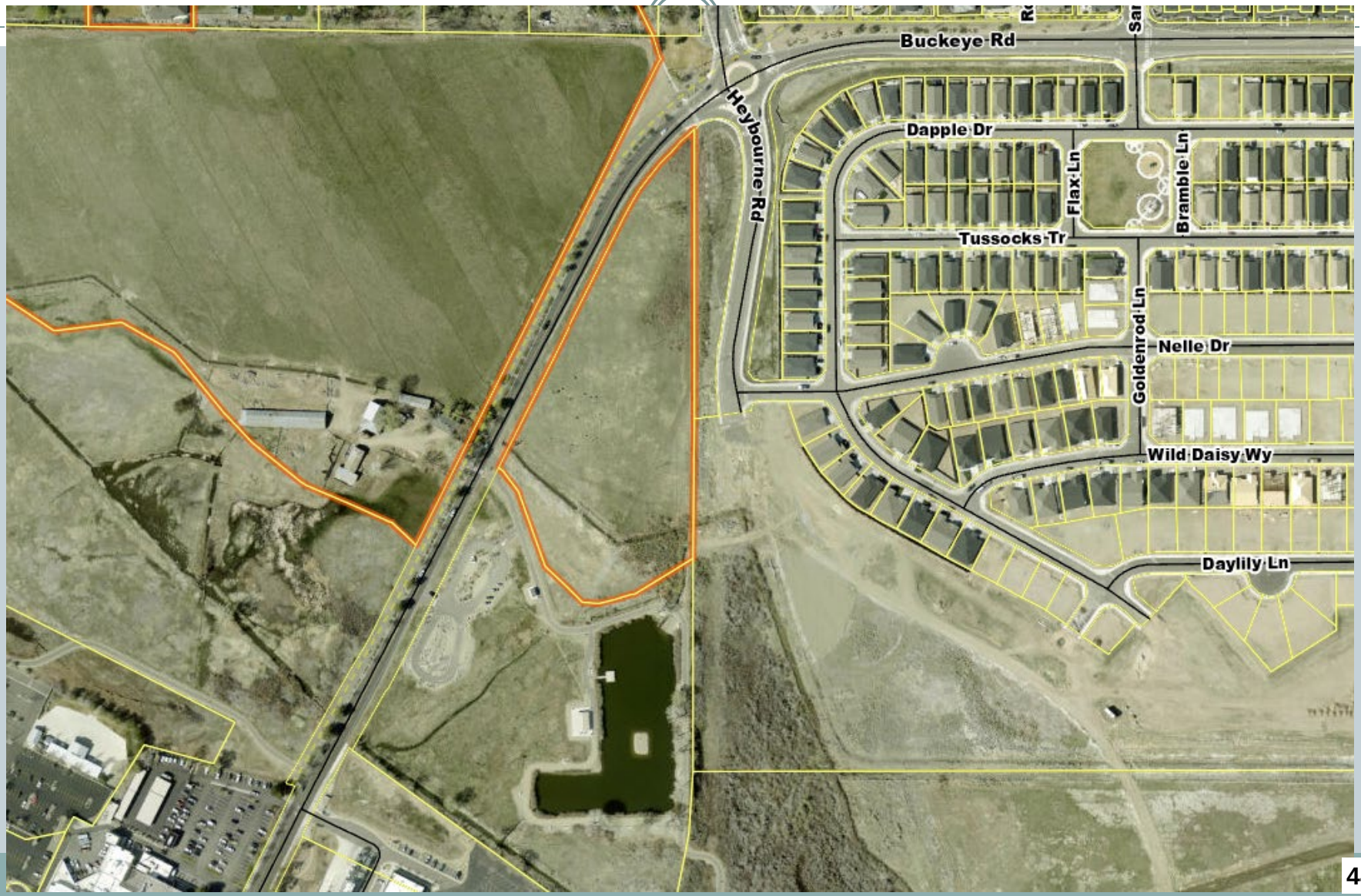
ADJOURNMENT: Chairman Thaler adjourned the meeting at 6:44pm.

TOWN OF MINDEN

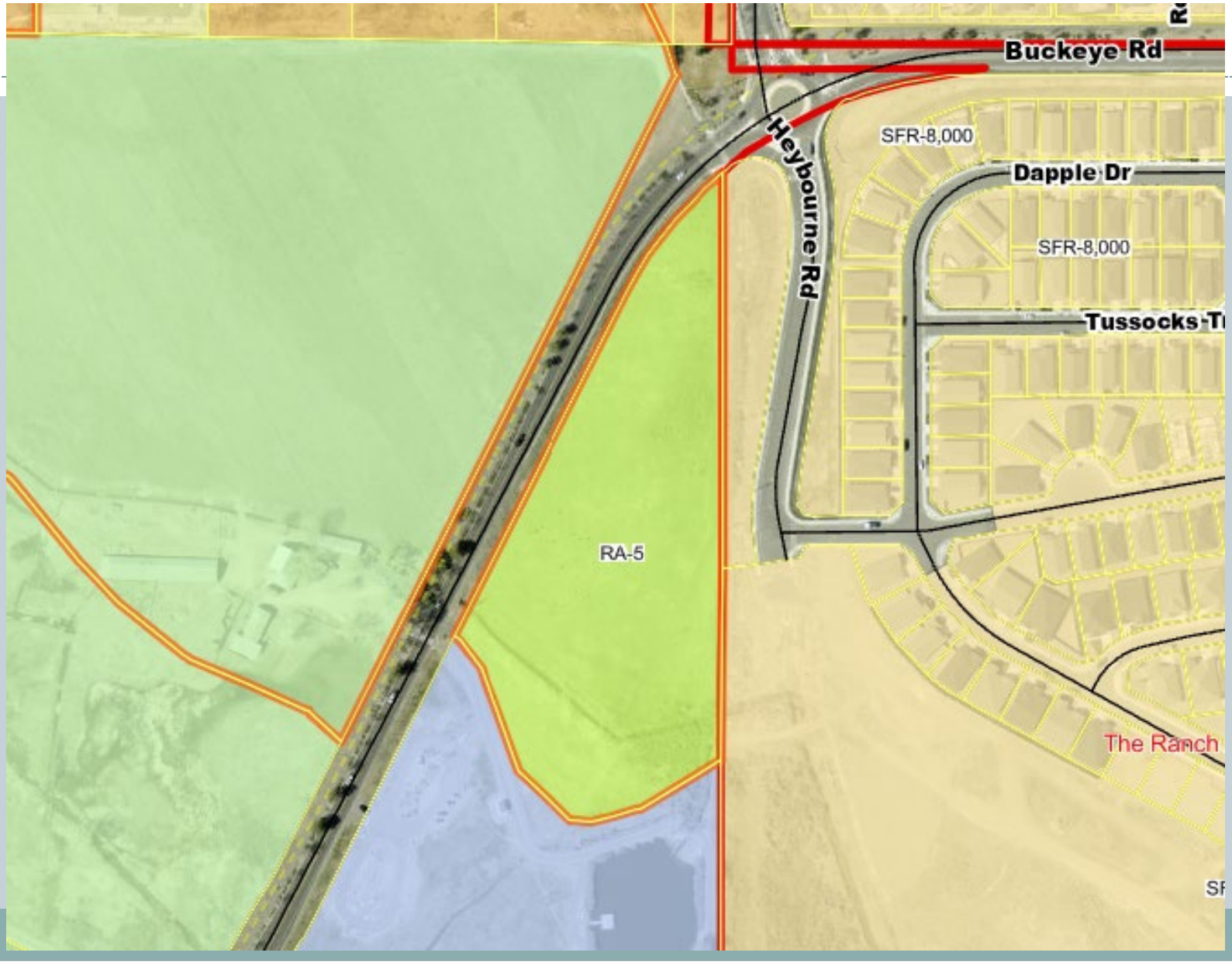
SEEMAN RANCH PARK EXPANSION

ANNEXATION

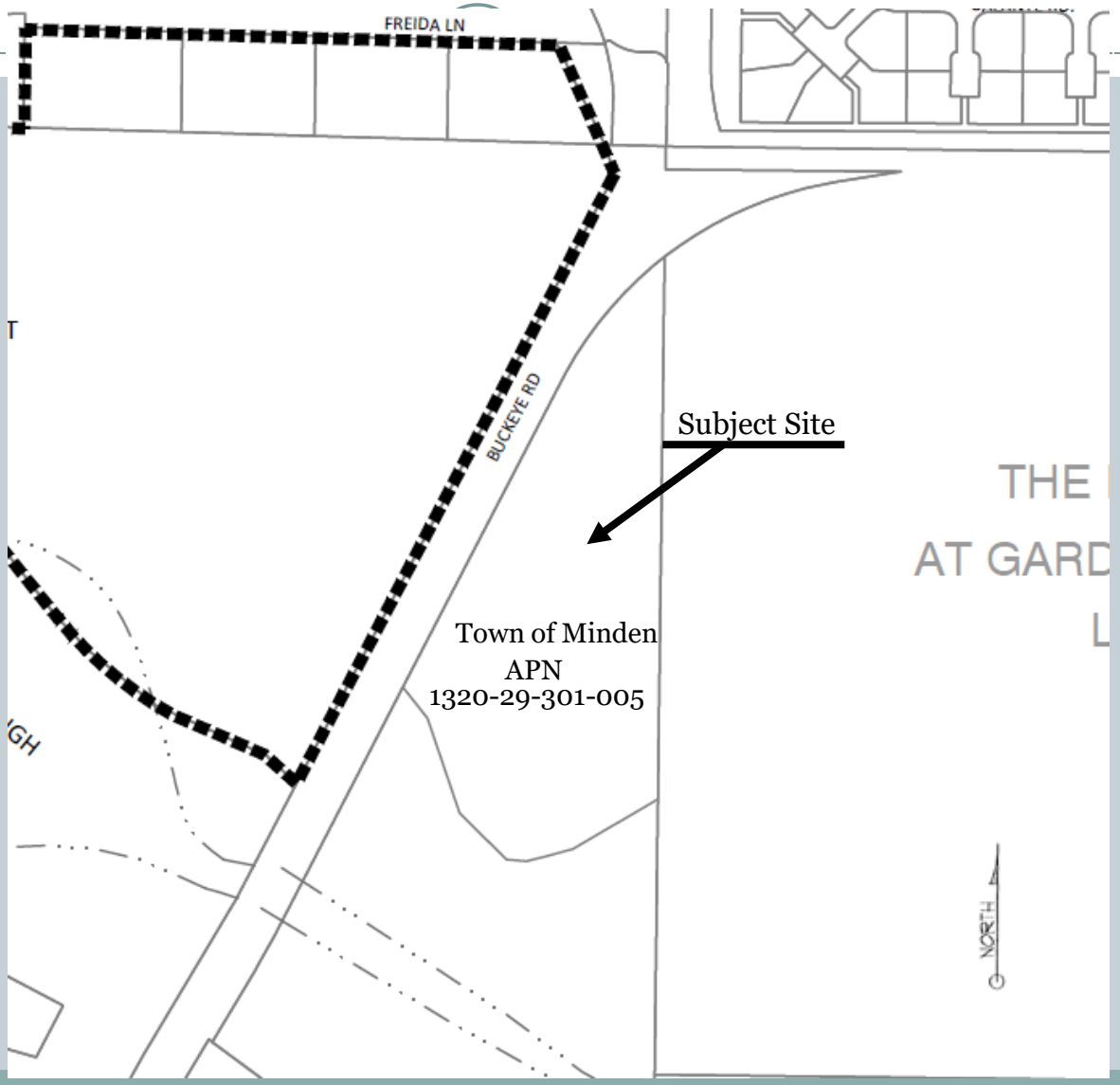
Minden Aerial



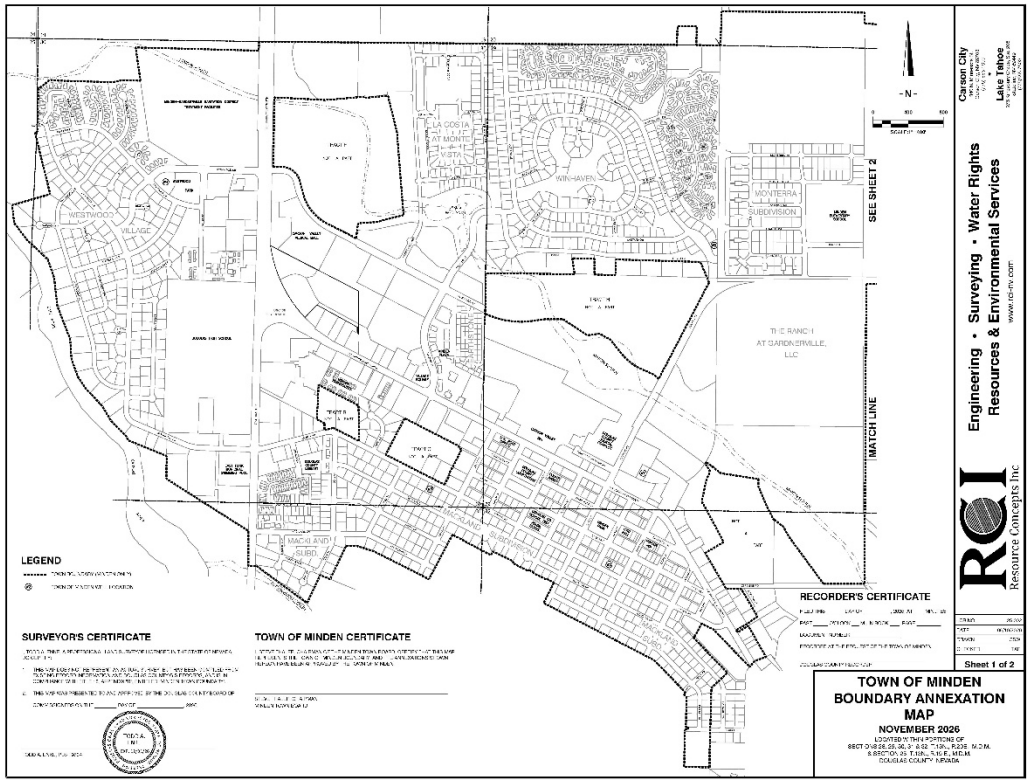
Current Zoning Map

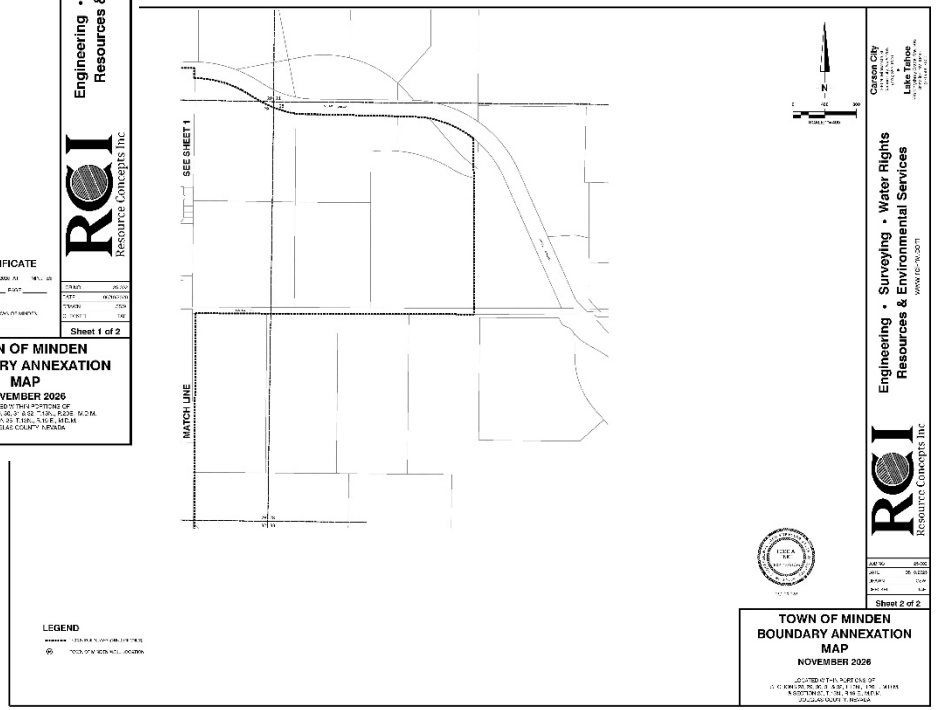


Annexation Parcel



Town of Minden Boundary Map





AGENDA ITEM NO. 13.1

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: November 5, 2026

TIME REQUIRED:

AGENDA: **HUMAN RESOURCES**

TITLE:
For possible action. Discussion to approve the renewal of employee and retiree medical insurance and binding insurance coverage with Anthem for calendar year 2027 at a 19.5% premium increase for both the high deductible health plan (HDHP) and Preferred Provider Organization plan (PPO); and authorize the Human Resources Director to execute any required agreements and documents to bind coverage. (Christine Vido, Human Resources Director)

RECOMMENDED MOTION:
Approve the renewal of employee and retiree medical insurance and binding coverage with Anthem for calendar year 2027 at a 19.5% premium increase for both the high deductible health plan and Preferred Provider Organization plan; and authorize the Human Resources Director to execute any required agreements and documents to bind coverage.

FINANCIAL IMPACT:
The total cost of the plans is $8,466,824. The adopted FY 2026-27 budget anticipated a 10% increase in health insurance costs. The final negotiated renewal reflects an overall increase of 19.5%, creating an approximate $780,000 variance across all operating funds. The Finance Department will collaborate with affected departments and funds to absorb the additional premium costs for the remainder of FY 2026-27 through existing vacancy and salary savings.

BACKGROUND:
For the 2027 plan year, Anthem has proposed a 19.5% premium increase for the County's medical coverage, driven primarily by the plan's claims experience. Reported claims totaled 111% of premiums collected during the review period. This renewal applies only to Anthem medical coverage.

The proposed renewal retains the existing plan design and premium cost-sharing framework while maintaining continuity of medical coverage for employees and their eligible dependents.

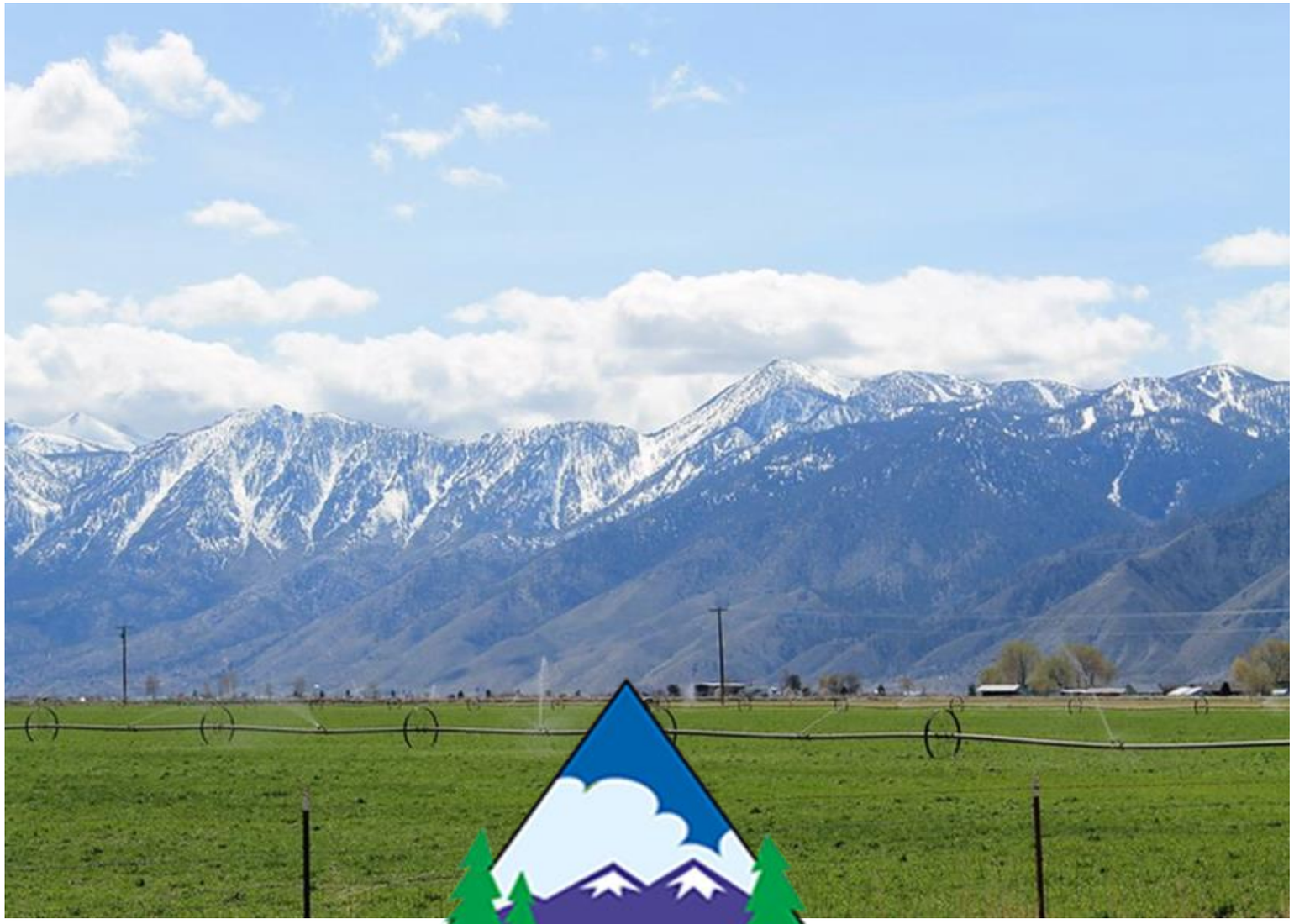
The Douglas County Benefits Committee, comprised of representatives from employee bargaining

units, employee groups, and management, met with the County's insurance broker to review plan performance, renewal projections, and alternative coverage options. Following this review, the Committee voted 14-1 to recommend maintaining Anthem coverage for the 2027 plan year and approving the proposed renewal.

Anthem provides access to a broad local and national provider network, including regional healthcare systems such as St. Mary's, Renown, Carson Tahoe, and Barton. Anthem also offers resources to help members make informed healthcare decisions and manage costs. These include SmartShopper, which allows members to compare costs for certain covered medical services and earn cash rewards when selecting eligible, lower-cost providers or facilities.

Douglas County currently pays 100% of the employee-only premium for the High Deductible Health Plan (HDHP) and 90% of the Preferred Provider Organization (PPO) plan, with cost-sharing arrangements for dependent coverage established through County policy and applicable collective bargaining agreements.

ATTACHMENTS:
2027 Douglas County Medical Proposal.pdf



2027 Renewal Presentation

Prepared For:
Douglas County

Effective Date:
January 1, 2027

DOUGLAS COUNTY
NEVADA

Presented By:

INSURANCE

Current 12 Months												
Period	Employees	Members	Premium	Premium PEPM	Medical Claims	Medical Claims PEPM	Rx Claims	Rx Claims PEPM	Rx % of Total Claims	Total Claims	Total Claims PEPM	Paid Loss Ratio
Jul-25	461	931	$549,655	$1,192	$512,110	$1,111	$108,386	$235	17%	$620,496	$1,346	113%
Aug-25	456	922	$540,586	$1,185	$575,518	$1,262	$134,490	$295	19%	$710,008	$1,557	131%
Sep-25	455	918	$543,637	$1,195	$452,437	$994	$139,056	$306	24%	$591,493	$1,300	109%
Oct-25	459	928	$544,532	$1,186	$375,595	$818	$82,829	$180	18%	$458,424	$999	84%
Nov-25	456	918	$546,163	$1,198	$515,687	$1,131	$167,322	$367	24%	$683,009	$1,498	125%
Dec-25	453	916	$540,295	$1,193	$807,871	$1,783	$152,190	$336	16%	$960,061	$2,119	178%
Jan-26	464	935	$601,367	$1,296	$448,341	$966	$108,128	$233	19%	$556,469	$1,199	93%
Feb-26	463	930	$607,475	$1,312	$390,170	$843	$123,364	$266	24%	$513,533	$1,109	85%
Mar-26	459	926	$594,977	$1,296	$1,107,930	$2,414	$123,481	$269	10%	$1,231,411	$2,683	207%
Apr-26	463	932	$594,732	$1,285	$307,280	$664	$121,744	$263	28%	$429,023	$927	72%
May-26	464	931	$608,785	$1,312	$308,755	$665	$112,987	$244	27%	$421,741	$909	69%
Jun-26	464	932	$609,287	$1,313	$277,704	$599	$161,771	$349	37%	$439,476	$947	72%
Total			$6,881,490		$6,079,396		$1,535,748		20%	$7,615,145		111%
Average	460	927		$1,247		$1,104		$279			$1,383	

Previous 12 Months												
Period	Employees	Members	Premium	Premium PEPM	Medical Claims	Medical Claims PEPM	Rx Claims	Rx Claims PEPM	Rx % of Total Claims	Total Claims	Total Claims PEPM	Paid Loss Ratio
Jul-24	458	904	$527,515	$1,152	$183,111	$400	$117,220	$256	39%	$300,331	$656	57%
Aug-24	455	902	$535,033	$1,176	$260,754	$573	$101,465	$223	28%	$362,219	$796	68%
Sep-24	448	892	$530,640	$1,184	$310,498	$693	$154,729	$345	33%	$465,227	$1,038	88%
Oct-24	448	894	$513,697	$1,147	$310,155	$692	$111,900	$250	27%	$422,056	$942	82%
Nov-24	450	894	$528,528	$1,175	$224,279	$498	$132,416	$294	37%	$356,694	$793	67%
Dec-24	457	906	$522,249	$1,143	$251,188	$550	$132,860	$291	35%	$384,048	$840	74%
Jan-25	457	915	$536,980	$1,175	$242,242	$530	$70,437	$154	23%	$312,680	$684	58%
Feb-25	459	917	$541,036	$1,179	$185,756	$405	$65,929	$144	26%	$251,686	$548	47%
Mar-25	458	914	$538,991	$1,177	$418,199	$913	$134,498	$294	24%	$552,698	$1,207	103%
Apr-25	459	920	$543,703	$1,185	$403,697	$880	$102,925	$224	20%	$506,622	$1,104	93%
May-25	460	924	$546,024	$1,187	$660,653	$1,436	$134,116	$292	17%	$794,769	$1,728	146%
Jun-25	456	919	$540,641	$1,186	$444,035	$974	$154,462	$339	26%	$598,497	$1,312	111%
Total			$6,405,038		$3,894,568		$1,412,957		27%	$5,307,525		83%
Average	455	908		$1,172		$712		$259			$971	

Average Membership and PEPM Premium and Claims by Experience Period								
Period	Employees	Members	Premium PEPM	Medical Claims PEPM	Rx Claims PEPM	Rx % of Total Claims	Total Claims PEPM	Paid Loss Ratio
Current	460	927	$1,247	$1,104	$279	20.2%	$1,383	110.7%
Prior	455	908	$1,172	$712	$259	26.6%	$971	82.9%
Change %	1.0%	2.0%	6.4%	55.1%	7.7%	-6.5%	42.4%	27.8%

**Medical data provided by insurance carrier monthly reporting package. Experience period and claims data will change prior to renewal.*

Douglas County
Benefits & Cost Comparison - Medical

		CURRENT & RENEWAL					
Carrier		**Anthem $3,700 HDHP**			**Anthem $1,000**		
Network		Anthem PPO			Anthem PPO		
		In Network			**In Network**		
Individual Calendar Year Deductible		$3,700			$1,000		
Family Maximum		$7,400			$3,000		
Individual Calendar Year Out of Pocket Max.		$3,700			$5,000		
Family Maximum		$7,400			$14,000		
Primary Care Physician		0% after deductible			$25 copay		
Specialist Physician		0% after deductible			$50 copay		
Virtual Visit		no charge			no charge		
Emergency Room		0% after deductible			20% coinsurance		
Urgent Care		0% after deductible			$50 copay		
Lab (Non-Hospital)		0% after deductible			no charge		
X-Ray (Non-Hospital)		0% after deductible			$50 copay		
MRI, PET, CT Scans (Non-Hospital)		0% after deductible			$250 copay		
Outpatient Surgery		0% after deductible			$500 copay		
Inpatient Hospitalization		0% after deductible			20% after deductible		
Bariatric Surgery		0% after deductible			20% after deductible		
Prescription Benefit:							
Deductible (if applies):							
Tier I		0% after deductible			$15 copay		
Tier II		0% after deductible			$40 copay		
Tier III		0% after deductible			$60 copay		
Specialty RX		0% after deductible			20% coinsurance		
Active Employee Rates:		**Current**	**Renewal**		**Current**	**Renewal**	
Employee	130	$760.07	$908.28	100	$909.06	$1,086.33	
Employee + Spouse	26	$1,515.50	$1,811.02	25	$1,818.14	$2,172.68	
Employee + Child/ren	31	$1,354.98	$1,619.20	36	$1,620.63	$1,936.65	
Family	44	$1,971.90	$2,356.42	54	$2,358.47	$2,818.37	
	231			215			
Total Monthly Premium		**$266,980**	**$319,041**		**$322,060**	**$384,861**	
Total Annual Premium		**$3,203,761**	**$3,828,487**		**$3,864,715**	**$4,618,337**	
$ over/under current		-	**$624,726**		-	**$753,622**	
% over/under current		-	**19.50%**		-	**19.50%**	
		Current - Both Plans			**Renewal - Both Plans**		
Total Monthly Premium		**$589,040**			**$703,902**		
Total Annual Premium		**$7,068,476**			**$8,446,824**		
$ over/under current		-			**$1,378,348**		
% over/under current		-			**19.50%**		
		$15K wellness and $15K technology credit included					

MEDICAL, DENTAL, VISION INSURANCE RATES - 2026

Medical - PPO	TOTAL COST (per month)	COUNTY CONTRIBUTION (per month)	EMPLOYEE COST (per month)	EMPLOYEE COST (per pay period)
Employee Only	$ 909.06	$ 818.15	$ 90.91	$ 45.45
Employee + Spouse	$ 1,818.14	$ 1,181.79	$ 636.35	$ 318.17
Employee + Child	$ 1,620.63	$ 1,053.41	$ 567.22	$ 283.61
Employee + 2 or more Children	$ 1,620.63	$ 1,053.41	$ 567.22	$ 283.61
Employee + Family	$ 2,358.47	$ 1,533.01	$ 825.46	$ 412.73

Medical - High Deductible (HSA)	TOTAL COST (per month)	COUNTY CONTRIBUTION (per month)	EMPLOYEE COST (per month)	EMPLOYEE COST (per pay period)
Employee Only	$ 760.07	$ 760.07	$ -	$ -
Employee + Spouse	$ 1,515.50	$ 1,136.63	$ 378.88	$ 189.44
Employee + Child	$ 1,354.98	$ 1,016.24	$ 338.75	$ 169.37
Employee + 2 or more Children	$ 1,354.98	$ 1,016.24	$ 338.75	$ 169.37
Employee + Family	$ 1,971.90	$ 1,478.93	$ 492.98	$ 246.49

Dental	TOTAL COST (per month)	COUNTY CONTRIBUTION (per month)	EMPLOYEE COST (per month)	EMPLOYEE COST (per pay period)
Employee Only	$ 37.30	$ 37.30	$ -	$ -
Employee + Spouse	$ 70.07	$ 37.30	$ 32.77	$ 16.39
Employee + Child	$ 70.07	$ 37.30	$ 32.77	$ 16.39
Employee + 2 or more Children	$ 100.54	$ 37.30	$ 63.24	$ 31.62
Employee + Family	$ 100.54	$ 37.30	$ 63.24	$ 31.62

Vision	TOTAL COST (per month)	COUNTY CONTRIBUTION (per month)	EMPLOYEE COST (per month)	EMPLOYEE COST (per pay period)
Employee Only	$ 5.86	$ 5.86	$ -	$ -
Employee + Spouse	$ 12.23	$ 5.86	$ 6.37	$ 3.19
Employee + Child	$ 12.23	$ 5.86	$ 6.37	$ 3.19
Employee + 2 or more Children	$ 20.30	$ 5.86	$ 14.44	$ 7.22
Employee + Family	$ 20.30	$ 5.86	$ 14.44	$ 7.22

MEDICAL, DENTAL, VISION INSURANCE RATES - 2027

Medical - PPO	TOTAL COST (per month)	COUNTY CONTRIBUTION (per month)	EMPLOYEE COST (per month)	EMPLOYEE COST (per pay period)	EMPLOYEE +/- (per pay period)
Employee Only	$ 1,086.33	$ 977.70	$ 108.63	$ 54.32	$ 8.86
Employee + Spouse	$ 2,172.68	$ 1,412.24	$ 760.44	$ 380.22	$ 62.04
Employee + Child	$ 1,936.65	$ 1,258.82	$ 677.83	$ 338.91	$ 55.30
Employee + 2 or more Children	$ 1,936.65	$ 1,258.82	$ 677.83	$ 338.91	$ 55.30
Employee + Family	$ 2,818.37	$ 1,831.94	$ 986.43	$ 493.21	$ 80.48

Medical - High Deductible (HSA)	TOTAL COST (per month)	COUNTY CONTRIBUTION (per month)	EMPLOYEE COST (per month)	EMPLOYEE COST (per pay period)	EMPLOYEE +/- (per pay period)
Employee Only	$ 908.28	$ 908.28	$ -	$ -	$ -
Employee + Spouse	$ 1,811.02	$ 1,358.27	$ 452.76	$ 226.38	$ 36.94
Employee + Child	$ 1,619.20	$ 1,214.40	$ 404.80	$ 202.40	$ 33.03
Employee + 2 or more Children	$ 1,619.20	$ 1,214.40	$ 404.80	$ 202.40	$ 33.03
Employee + Family	$ 2,356.42	$ 1,767.32	$ 589.11	$ 294.55	$ 48.07

Dental	TOTAL COST (per month)	COUNTY CONTRIBUTION (per month)	EMPLOYEE COST (per month)	EMPLOYEE COST (per pay period)	EMPLOYEE +/- (per pay period)
Employee Only	$ 37.30	$ 37.30	$ -	$ -	$ -
Employee + Spouse	$ 70.07	$ 37.30	$ 32.77	$ 16.39	$ -
Employee + Child	$ 70.07	$ 37.30	$ 32.77	$ 16.39	$ -
Employee + 2 or more Children	$ 100.54	$ 37.30	$ 63.24	$ 31.62	$ -
Employee + Family	$ 100.54	$ 37.30	$ 63.24	$ 31.62	$ -

Vision	TOTAL COST (per month)	COUNTY CONTRIBUTION (per month)	EMPLOYEE COST (per month)	EMPLOYEE COST (per pay period)	EMPLOYEE +/- (per pay period)
Employee Only	$ 5.93	$ 5.93	$ -	$ -	$ -
Employee + Spouse	$ 12.39	$ 5.93	$ 6.46	$ 3.23	$ 0.05
Employee + Child	$ 12.39	$ 5.93	$ 6.46	$ 3.23	$ 0.05
Employee + 2 or more Children	$ 20.56	$ 5.93	$ 14.63	$ 7.32	$ 0.09
Employee + Family	$ 20.56	$ 5.93	$ 14.63	$ 7.32	$ 0.09

AGENDA ITEM NO. 13.2

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: November 5, 2026

TIME REQUIRED:

AGENDA: **HUMAN RESOURCES**

TITLE:
For possible action. Discussion to renew Douglas County's vision insurance coverage with VSP Vision Care, with a 1.26% premium increase, for calendar years 2027 and 2028, and authorize the Human Resources Director to execute any related agreements and documents. (Christine Vido, Human Resources Director)

RECOMMENDED MOTION:
Approve the renewal of Douglas County's vision insurance coverage with VSP Vision Care for calendar years 2027 and 2028 as presented, and authorize the Human Resources Director to execute any related agreements and documents, as presented.

FINANCIAL IMPACT:
The premium increase is approximately $988 annually, for a total annual premium of $79,228. This $988 increase is budgeted in the various funds and departments for Fiscal Year 2026-27 as set by the Board of County Commissioners.

BACKGROUND:
Employee vision insurance coverage is a bi-annual contract, currently through VSP Vision Care. A premium increase of 1.26% ($988) from VSP has been negotiated by LP Insurance Services on behalf of Douglas County. The premium amounts are minimal and therefore the financial impact to the organization and to the County's employees is minimal.

The County’s existing VSP vision insurance policy is proposed for renewal with a 1.26% increase in premiums. The Internal Benefits Committee did not take separate formal action on the vision renewal, as its work during this renewal cycle was primarily focused on the County’s medical insurance options. The County Manager supports the renewal of the existing VSP policy and requests that the Board approve the proposed renewal.

ATTACHMENTS:

2027 Douglas County Vision Analysis.pdf
Douglas County 30054258 - Jan 2027 VSP IR Renewal Letter_REVISED.pdf

Douglas County
Benefits & Cost Comparison - Vision

		CURRENT & RENEWAL	
Carrier		**VSP**	
Network		VSP	
		In Network	
Exam		$10 copay	
Materials		$25 copay	
Frequency:			
Eye Exam		Every 12 months	
Lenses		Every 12 months	
Frames		Every 24 months	
Schedule of Benefits:			
Vision Exam		covered in full after copay	
Single Vision Lenses		covered in full after copay	
Bifocal Lenses		covered in full after copay	
Trifocal Lenses		covered in full after copay	
Frames		up to $130	
Contact Lenses - elective		up to $130	
Active Employee Rates:		**Current**	**Renewal**
Employee	**312**	$5.86	$5.93
Employee + One	**128**	$12.23	$12.39
Employee + Two / More	**154**	$20.30	$20.56
	594		
Total Monthly Premium		**$6,520**	**$6,602**
Total Annual Premium		**$78,240**	**$79,228**
$ over/under current		-	**$988**
% over/under current		-	**1.26%**
Rate Guarantee:		**Renews 1/1/2029**	

Vision Benefit Renewal Notice

CUSTOMIZED FOR DOUGLAS COUNTY – 30054258
Renewal Effective Date: 1/1/2027

vsp vision care

VSP CHOICE PLAN®: CUSTOMIZED BENEFIT OPTIONS AND MONTHLY RATES

	CURRENT PLAN		BETTER PLAN	BEST PLAN
Frequency				
Exam	Every calendar year		Every calendar year	Every calendar year
Lenses	Every calendar year		Every calendar year	Every calendar year
Frame	Every other calendar year		Every other calendar year	Every other calendar year
Contact Lenses (Instead of lenses and frame)	Every calendar year		Every calendar year	Every calendar year
Copays and Allowances				
Exam Copay	$10		$10	$10
Lens/Frame Copay	$25		$25	$25
Frame Allowance	$130		$150	$150
Contact Lens Exam Copay	$60		$60	$60
Contact Lens Allowance	$130		$150	$150
Enhancements and Supplemental Benefits				
				VSP LightCare
Rates	**Current Rate**	**Renewal Rate**	**Better Plan**	**Best Plan**
		Negotiated Rate	**Negotiated Rate**	**Negotiated Rate**
Employee Only	$5.86	$5.93	$6.15	$6.33
Employee + One	$12.23	$12.39	$12.83	$13.22
Employee + Family	$20.30	$20.56	$21.30	$21.94
Rate Guarantee	2 years	2 years	2 years	2 years
Commissions	Net of commission	Net of commission	Net of commission	Net of commission

This Renewal Notice has been designed by VSP® specifically for Douglas County, headquartered in Nevada. Rates include all applicable taxes, health assessment, and platform participation fees known as of the date of the renewal.

Ready to enhance your plan?
Fill out and return your renewal acceptance
at least 60 days before your renewal effective date.

Accepted by: _____

Title:_____

Date: _____

Vision Benefit Renewal Notice

CUSTOMIZED FOR DOUGLAS COUNTY – 30054258
Renewal Effective Date: 1/1/2027

VSP CHOICE PLAN BENEFITS		
	In-network	**Out-of-network**
VISION CARE		
WellVision Exam®	Covered-in-full after copay	Reimbursed up to $45
Routine Retinal Scanning	Covered-in-full after copay, not to exceed $39[2]	
Contact Lens Exam, Fitting, and Evaluation (Standard and Premium)	15% off professional services; covered-in-full after copay, not to exceed $60[3]	Reimbursed up to $105–$210[1]
FRAMES Enhanced coverage may apply. Refer to the Enhancements and Supplemental Benefits under Customized Benefit Options and Monthly Rates.		
	Covered-in-full after copay, up to frame allowance[3] 20% off any amount above the allowance[2,3] Extra $20 allowance on Featured Frame Brands[3,5]	Reimbursed up to $70
LENSES		
Single Vision	Covered-in-full after copay	Reimbursed up to $30
Lined Bifocal		Reimbursed up to $50
Lined Trifocal		Reimbursed up to $65
Lenticular		Reimbursed up to $100
Standard Progressive Lenses		Reimbursed up to $50
LENS ENHANCEMENTS Covered-in-full after copay. Enhanced coverage may apply. Refer to the Enhancements and Supplemental Benefits under Customized Benefit Options and Monthly Rates.		
Premium Progressive Lenses	$95–$105	Reimbursed up to $50
Custom Progressive Lenses	$150–$175	Reimbursed up to $50
Standard Anti-Reflective Coating	$41	Not applicable
Photochromic Lenses	$75	
Solid Tints and Dyes	$15	
Plastic Gradient Tints	$17	
Polycarbonate Lenses	$35; $0 for children	
Scratch-Resistant Coating	$17	
UV Protection	$10	

Vision Benefit Renewal Notice

CUSTOMIZED FOR DOUGLAS COUNTY – 30054258
Renewal Effective Date: 1/1/2027

VSP CHOICE PLAN BENEFITS (CONTINUED)		
	In-network	**Out-of-network**
CONTACT LENSES In lieu of lenses and frames.		
Elective	Covered-in-full, up to Contact Lens Allowance	Reimbursed up to $105[3]
Necessary	Covered-in-full after copay	Reimbursed up to $210[3]
ADDITIONAL BENEFITS		
Essential Medical Eye Care Supplemental coverage beyond routine care to treat urgent issues/monitor ongoing conditions like pink eye, sudden vision changes, dry eye, diabetic eye disease, and glaucoma[6]	Medical eye exam covered-in-full after copay, not to exceed $20; all other services are covered-in-full	Not applicable[8]
Low Vision Supplemental testing and coverage for approved low vision aids; for members with vision loss that prevents reading, moving around in unfamiliar surroundings, and completing desired tasks	Up to $1,000 every two years; covers 100% supplemental testing and 75% for approved low vision aids	
VSP Laser VisionCare℠ Program Discounted access for laser vision correction services[7]	Average savings of 15%–20% off retail price or 5% off promotional price	
Additional Pairs of Glasses	20% off unlimited additional pairs of prescription glasses and/or non-prescription sunglasses[2,3,4]	
SUPPLEMENTAL BENEFITS Supplemental benefits may apply. Refer to the Enhancements and Supplemental Benefits under Customized Benefit Options and Monthly Rates.		
VSP LightCare™ ● Non-prescription blue light filtering glasses or sunglasses[9]	Covered-in-full after copay, up to frame allowance[3]	Reimbursed up to $70

● Best Plan

Confidentiality Statement
This Renewal Notice has been designed by VSP specifically for Douglas County. It contains confidential information that is unique to our plan designs and rate structures, all of which are critical to VSP trade secrets. For this reason, we respectfully request that the information in this proposal be treated as confidential, as allowed under applicable laws, and not released to any interested parties without VSP written consent. It is also important to note that our proposal is based on the scope of the obligations that VSP agrees to undertake. VSP will comply with state and/or federal rules and regulations as they pertain to prepaid vision plans with a defined benefit.

Exclusions and Limitations

- When covered-in-full benefits are obtained from a VSP network doctor, the member will have no out-of-pocket costs other than copays. Vision care and eyewear obtained from an out-of-network provider are subject to product availability and the same copays. For details, see above.
- Some eyewear and vision care may be limited or not covered under this plan, as follows. Please contact VSP Vision Care for more information.
  - Cosmetic materials, such as lenses with refractive correction of less than ± .50 diopter, unless otherwise stated above.
  - Services and/or materials not specifically indicated on this schedule as covered plan benefits.
  - Two pairs of glasses instead of bifocals.
  - Replacement of lenses, frame, and/or contact lenses furnished under this plan which are lost/broken/damaged, except at the normal intervals when services are otherwise available.
  - Orthoptics or vision training and any associated supplemental testing.
  - Medical or surgical treatment of the eyes and services associated with CRT or orthokeratology.
  - Contact lens insurance policies or service agreements. Refitting of contact lenses after the initial (90-day) fitting period.
  - Contact lens modification, polishing, or cleaning.
- Local, state, and/or federal taxes, except where VSP is required by law to pay.
- Coverage shall be governed solely by the terms of your VSP contract.

Additional exclusions and limitations related to specific benefits of the VSP Choice Plan®:

1. When going out-of-network, a contact lens exam and elective contact lenses are reimbursed up to a total of $105. When necessary contact lenses are prescribed, a contact lens exam and contact lenses are reimbursed up to $210.
2. Based on applicable laws, benefits may vary by location.
3. Benefits may vary at retail chain locations. Discount on professional services associated with a contact lens exam, fitting, and evaluation is not available at Costco, Walmart, or Sam's Club. Costco frame allowance is $70 for $130 RFA or $80 for $150 RFA as prices already include discounts instead of those noted. Extra frame allowance on Featured Frame Brands is not available at Costco, Walmart, and Sam's Club. VSP LightCare is not available at Walmart or Sam's Club.
4. 20% off applies to unlimited additional pairs of glasses obtained from a VSP network doctor, within 12 months of the exam. Exceptions at retail locations may apply.
5. Reflects current promotion. Featured Frame Brands are subject to change. Available only to VSP members with applicable plan benefits through VSP network doctors and in-network locations. In the event of a conflict between this information and your organization's contract with VSP, the terms of the contract will prevail.
6. Essential Medical Eye Care pays secondary to other medical eye insurance coverage.

7. Discounts only available from VSP-contracted facilities.
8. Essential Medical Eye Care and Low Vision are available out-of-network in states where it's required by law.
9. Ready-made non-prescription sunglasses or ready-made non-prescription blue light filtering glasses are covered under the VSP LightCare benefit, if elected, and are in lieu of prescription frame and lenses.

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RENEWAL ACCEPTANCE

To renew your contract with VSP and ensure continuous service, please have the appropriate representative review this information, specify the desired Renewal Plan Selection, sign, and return this Renewal Agreement to the email address below by November 1, 2026. VSP produces your Plan Policy upon receipt of your confirmation of renewal. Your new Plan Policy may contain some provisions that are changed from those in your current Policy, so you should review the new Policy carefully upon receipt. Please file this Agreement with your VSP contract as it serves as your notice of renewal.

VSP Renewal Notice for Douglas County

Renewal Plan Selection: _____

Renewal Effective Date: 1/1/2027

August Foote
Key Client Manager
august.foote@vsp.com
916.407.5440 ext. 113241

Signature: _____
Name: _____
Title: _____
Date: _____

AGENDA ITEM NO. 14.

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM COVER PAGE

MEETING DATE: November 5, 2026

TIME REQUIRED:

AGENDA: **COUNTY MANAGER**

TITLE:
For presentation only. Announcements, reports, and updates from County Commissioners and the County Manager, including information regarding boards or commissions on which they serve as members or liaisons, other meetings or functions attended, and Commissioner requests for discussion of potential future agenda items. Discussion may also include status reports and updates on County projects and administrative matters for the Board of County Commissioners. (Chairman Mark Gardner)

RECOMMENDED MOTION:
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:

Mark Gardner, Chairman:
- Carson Valley Chamber of Commerce
- Carson Valley Visitors Authority
- Nevada Association of Counties (NACO)
- Northern Nevada Development Authority (NNDA) (Alt.)
- Regional Transportation Commission
- Quad County Coalition
- Joint Powers Authority/Waste Management (Alt.)

Commissioner Nathan Tolbert, Vice Chair:

- Audit Committee
- Carson Water Subconservancy District
- Debt Management Commission
- Lake Tahoe South Shore Chamber (Alt.)
- Nevada Association of Counties (NACO)
- Nevada Works
- Parks & Recreation Advisory Board
- Quad County Coalition (Alt.)
- Tahoe Regional Planning Agency (Alt.)
- Tahoe Transportation District (Alt.)
- Western Nevada Development Authority (WNDD)

Commissioner Wesley Rice:
- Douglas County Lake Tahoe Sewer Authority
- Joint Powers/Waste Management
- Lake Tahoe Visitors Authority (LTVA)
- Lake Tahoe South Shore Chamber
- Regional Transportation Commission (RTC)
- Stateline Storm Water Association
- Tahoe Douglas Visitors Authority (TDVA)
- Tahoe Regional Planning Agency (TRPA)

Commissioner Sharla Hales:
- Carson Valley Arts Council
- Carson Water Subconservancy District
- China Spring and Aurora Pines Girls Facility Advisory Board Executive Committee
- Douglas County Business Council
- Nevada Works (Alt.)
- South Shore Transportation Management Association
- Tahoe Event Center Stakeholder Group
- Tahoe Transportation District

Commissioner Danny Tarkanian:
- Carson Valley Visitors Authority (Alt.)
- Law Library
- Northern Nevada Development Authority (NNDA)
- Nevada Tahoe Conservation District

County Manager Jenifer Davidson
- County Manager Update
- Status reports and updates on County projects and administrative matters for the Board of County Commissioners.

There will be no discussion or action taken on these reports/updates.

ATTACHMENTS: